

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

DRF LOGISTICS, LLC,

Debtor.¹

Chapter 11

Case No. 24-90447 (CML)

DRF, LLC

Plaintiff,

v.

TRILOGY LEASING CO., LLC

Defendant.

Adversary No. 24-03205

**LIQUIDATING AGENT'S & PITNEY BOWES INC.'S CORRECTED JOINT
OPPOSITION TO DEFENDANT'S EMERGENCY MOTION
FOR ORDER MODIFYING SCHEDULING ORDER AND CONTINUANCE**

[Relates to Docket Nos. 68 & 73]

¹ The last four digits of DRF Logistics, LLC's federal tax identification number are 6861. DRF Logistics, LLC's mailing address is 3001 Summer Street Stamford, CT 06926. The chapter 11 case of DRF Logistics, LLC's affiliate DRF, LLC, Case No. 24-90446, was closed effective as of January 22, 2025. See Case No. 24-90446, Docket No. 13. Together, DRF Logistics, LLC and DRF, LLC are referred to as "DRF."

Eric Kaup, in his capacity as the liquidating agent (the “**Liquidating Agent**”) and Pitney Bowes Inc. (“**Pitney Bowes**”), by and through their undersigned counsel submit this Corrected² Joint Opposition to the Emergency Motion for Order Modifying Scheduling Order and Continuance (Dkt. 68) (the “**Motion**”), filed by Trilogy Leasing Co., LLC (the “**Defendant**”).

PRELIMINARY STATEMENT

1. Defendant’s so-called “Emergency Motion” is an emergency entirely of its own making, manufactured for self-serving ends. Four months ago, the Court set a case schedule “in stone” (Dkt. 57, Tr. at 12:20-25), with a trial date scheduled for January 29, 2026. Pitney Bowes and the Liquidating Agent have worked diligently to adhere to that schedule and along the way attempted to provide reasonable extensions to Defendant. Despite those accommodations, Defendant blew the substantial completion deadline and now asks the Court to *double* the length of time for the entire case schedule. This includes moving the already passed substantial completion deadline by more than three months and pushing the trial date back by eight months—all because it is admittedly unprepared to proceed. A poor excuse is not diligence. And granting the requested extension would not only severely prejudice the Liquidating Agent and Pitney Bowes, but also the interested parties who await resolution of DRF’s chapter 11 case, which cannot proceed

² Liquidating Agent and Pitney Bowes submit this corrected opposition brief because the original brief (ECF. No. 73) incorrectly stated that Liquidating Agent and Pitney Bowes had produced over 36,000 documents in this action. That number inadvertently included the approximately 20,000 documents that Pitney Bowes has produced in the underlying bankruptcy action. In this adversary proceeding, Pitney Bowes has produced approximately 15,000 documents, and Liquidating Agent has produced approximately 2,000 pages. Pitney Bowes provided this corrected information to Defendant on August 12, 2025, and the parties remain engaged in discussions to reach an agreed-upon modified scheduling order. As previously stated, unlike Defendant’s production, all of the approximately 15,000 documents were timely produced and reviewed, and both Pitney Bowes and Liquidating Agent have substantially completed their productions. A redline reflecting all changes in this corrected brief is attached hereto as Exhibit E.

until this Adversary Proceeding has been resolved. On this record, the Court should reject Defendant's request.

2. Defendant has delayed at every step of discovery, including that it:

- Produced only 1,200 documents prior to the substantial completion deadline;
- Produced approximately 60,000 documents on the substantial completion deadline, which it admits it "ha[s] not reviewed," Ex. B;
- Has "another 60,000 documents (approx.) that still need to be reviewed for relevance and privilege and possible supplemental production," leaving almost half of its potentially relevant documents unproduced by the deadline, a fact that Defendant did not disclose until three days *after* the deadline had passed, Ex. B;
- Objected to the taking of any of its own employee depositions timely noticed in accordance with the Scheduling Order because it has "not had adequate time to prepare its employees for any depositions in this matter," Mot. ¶ 19; and
- Failed to schedule any depositions, which must be completed by August 22, 2025.

In contrast, Pitney Bowes and Liquidating Agent, in combination, have made rolling productions of approximately 15,000 documents that were reviewed for responsiveness and timely produced; served six third-party subpoenas; noticed five depositions; and both will be prepared to proceed with depositions of their own witnesses, should Defendant notice any.

3. If the party seeking to modify a scheduling order "***was not diligent, the inquiry should end.***" *In re Roqumore*, 2010 WL 148189, at *2 (Bankr. S.D. Tex. Jan. 8, 2010) (emphasis added). That is the case here, and it's not even close. Rather than the grossly excessive eight-month extension sought by Defendant, Pitney Bowes and the Liquidating Agent have instead offered Defendant—and continue to offer in response to Defendant's Motion here—a reasonable extension of discovery deadlines, as reflected in Column D of Exhibit A attached hereto, which will protect the trial date set by the Court.

4. At bottom, Defendant is litigating this case, where it alleges entitlement to "in excess of \$76 million" in proceeds from the Equipment Supplements at issue, (Dkt. 9 at 4), as

if there is nothing significant at stake. Defendant must dedicate the appropriate resources to litigate this case and meet Court-ordered deadlines set four months ago. It cannot sit on its hands and manufacture delay to thwart prompt resolution of this dispute. The January 29, 2026, trial date should not be continued.

FACTUAL BACKGROUND

5. Early in this case, the parties were unable to reach an agreed-upon schedule. Accordingly, on November 3, 2024, DRF filed an Emergency Motion Requesting Entry of Scheduling Order. (Dkt. 14). Defendant opposed that motion because it was “not willing to discuss scheduling before it has filed its responsive pleading.” (Dkt. 15 ¶ 8).

6. On November 15, 2024, Defendant filed its Motion to Dismiss. (Dkt. 18).

7. On April 1, 2025, the Court held a status conference at which it instructed the parties to file proposed scheduling orders, or, in the alternative, the Court would select dates. The Court made clear that “I’m a little flexible around the edges” for the schedule, but that “I’m not going to . . . move stuff for, like, three weeks or something like that.” (Dkt. 57, Tr. at 11:21-12:11). The Court further stated that it wanted to “get [a schedule] in stone, and . . . let the parties start getting into discovery matters.” *Id.* at 12:20-25.

8. The parties then agreed on a schedule, which was reflected in the Order Approving Schedule for Adversary Proceedings entered by the Court on April 9, 2025. (Dkt. 59). That schedule set deadlines of April 28, 2025, for the parties to serve written or document discovery requests, July 18, 2025, for the substantial completion of document productions and written discovery, and August 22, 2025, to complete all fact depositions. *Id.*

9. On April 28, 2025, Pitney Bowes and the Liquidating Agent served document requests on Defendant, to which Defendant untimely responded on June 4, 2025—waiving their objections.

10. Defendant also served document requests on the Liquidating Agent and Pitney Bowes on April 28, 2025, to which the Liquidating Agent and Pitney Bowes timely responded on May 28, 2025.

11. On July 2, 2025, Pitney Bowes served six third-party subpoenas.

12. On July 8, 2025, the parties met and conferred, during which Defendant expressed concern that it would not be able to meet the substantial completion deadline. Pitney Bowes and the Liquidating Agent offered to extend the deadline for document productions from July 18, 2025, until August 1, 2025. At the same time, the Liquidating Agent and Pitney Bowes underscored the importance of preserving the trial date set by the Court and made clear that they would not consent to further delays that could jeopardize it. Defendant stated that it still had concerns about meeting the proposed new deadline in light of the volume of documents that the search terms it had selected had returned. Ex. C.

13. To accommodate Defendant's concerns, Pitney Bowes took it upon itself to provide Defendant with more limited search terms to reduce Defendant's review population. Pitney Bowes also proposed that Defendant (1) immediately produce the documents that were identified by those search terms and that did not contain any terms indicating that the documents were privileged, and (2) review the remaining documents for responsiveness and privilege. That way, Pitney Bowes and the Liquidating Agent could get Defendant's production in sufficient time to prepare for depositions, taking upon themselves the cost and burden of reviewing Defendant's production for responsiveness. Defendant refused to accept this offer.

14. The parties met and conferred again on July 15, 2025. Defendant again expressed concern that it would not meet the proposed substantial completion deadline. Pitney Bowes and the Liquidating Agent stated that they remained unwilling to extend the schedule in a

way that would jeopardize the January 29, 2026, trial date set by the Court. The parties ultimately agreed to extend only the substantial completion deadline until August 1, 2025. Ex. C.

15. Pitney Bowes has conducted a full responsiveness review and produced a total of approximately 15,000 documents in rolling productions on July 18, July 25, and August 1, 2025. All that is remaining from Pitney Bowes is any small clean-up productions that it will be making as it assesses privilege calls on withheld documents.

16. Additionally, the Liquidating Agent has conducted a full responsiveness review and produced more than 2,000 pages in rolling productions on July 18 and August 1, 2025. The Liquidating Agent may also have small clean-up productions that it will be making as it assesses privilege calls on withheld documents.

17. Despite the extended deadline, Defendant, in contrast, did not make rolling productions and instead produced 60,000 documents on the already-extended substantial completion deadline of August 1, 2025. Moreover, that production included documents that Defendant conceded “are [documents] being produced without individual review” and that it had another 60,000 documents left to review for responsiveness and privilege. Ex. D. In other words, Defendant did exactly what Pitney Bowes had proposed nearly four weeks earlier, except that Defendant waited until the extended substantial completion deadline to do so. Defendant offers no explanation for why it waited nearly four weeks to produce documents that it did not even bother to review and it could have been produced earlier. Defendant also offers no explanation for why it insists that it needs to review the remaining 60,000 documents it has not yet produced.

18. Importantly, Defendant did not disclose that it would withhold approximately 60,000 documents prior to the production deadline, despite numerous meet-and-confers and related communications. While Defendant did express concerns about its ability to

complete production, both the Liquidating Agent and Pitney Bowes made clear that all parties were expected to meet their obligations by the deadline, subject only to consensual extensions that would not affect the trial date. Instead, Defendant operated on its own timeline, withheld nearly half of its potentially responsive documents, waited three days after the deadline to notify the parties, and five days to seek Court approval.

19. Additionally, Defendant refused to sit for timely noticed depositions in accordance with the Court's Scheduling Order. The previous consensual extension of the substantial completion deadline had the effect of compressing the time between document productions and fact depositions, something the parties were aware of when they agreed to the extension. Accordingly, on July 25, 2025, Pitney Bowes promptly noticed depositions of Defendant's witnesses for August 7, 8, 11, 12, and 13, 2025, noting a willingness to meet and confer regarding those placeholder dates. Defendant did not offer alternative dates for these depositions and has not noticed any depositions that it intends to take. Instead Defendant informed the parties by email that it would not appear for the timely noticed depositions and did not offer alternative dates.

20. On August 4, 2025, *after* failing to meet the substantial completion deadline, Defendant requested that Pitney Bowes and the Liquidating Agent agree to an outlandish eight-month extension of the entire case schedule in order to accommodate Defendant's deficient discovery efforts. Ex. B.

21. Pitney Bowes promptly rejected Defendant's eight-month extension. In the interest of compromise, however, Pitney Bowes offered to further extend the deadline for the completion of document discovery from August 1, 2025, until August 15, 2025, and the deadline for fact depositions from August 22, 2025, until September 12, 2025. Ex. B. The Liquidating Agent similarly offered to meet and confer regarding an appropriate schedule. Pitney Bowes'

proposed extensions would provide sufficient time for Defendant to complete its document productions and for the parties to prepare for and complete fact witness depositions while maintaining the January 29, 2026, trial date. In light of Defendant's scheduling gamesmanship, Pitney Bowes requested that if Defendant would not agree to the compromise, Defendant should promptly file a motion with the Court. Ex. B. Defendant did not accept the compromise and instead filed the instant Motion.³

22. The Liquidating Agent and Pitney Bowes propose a similar schedule here that it offered to Defendant, which is reflected in Column D of Exhibit A, attached hereto.

ARGUMENT

23. When considering a motion to amend a scheduling order, the Court has “broad discretion to preserve the integrity and purpose of the pretrial order, which, toward the end of court efficiency, is to expedite pretrial procedure.” *S&W Enters., L.L.C. v. SouthTrust Bank of Alabama, NA*, 315 F.3d 533, 535 (5th Cir. 2003) (internal quotation marks and citations omitted). “Once a scheduling order is entered, it ‘may be modified for good cause and with the judge’s consent.’” *Roqumore*, 2010 WL 148189, at *1 (quoting Fed. R. Bankr. P. 7016; Fed. R. Civ. P. 16(b)(4)).

24. When assessing “good cause,” courts consider the following four factors: “(1) the explanation for the failure to [conform to the scheduling order]; (2) the importance of the [proposed modification]; (3) potential prejudice in allowing the [proposed modification]; and (4) the availability of a continuance to cure such prejudice.” *Id.* (internal quotation marks and citations omitted) (modifications in original). However, “the focus of the inquiry is upon the moving party’s reasons for seeking modification.” *Id.* at 2 (quoting *Johnson v. Mammoth*

³ In light of this compromise offer, Defendant’s claim that “Counsel for Trilogy has reached out to counsel for Pitney Bowes for a meet and confer, but to no avail,” Mot. ¶ 19, is baseless.

Recreations Inc., 975 F.2d 604, 610 (9th Cir. 1992)). To show good cause “the party seeking relief . . . [must] show that the deadlines cannot reasonably be met *despite the diligence of the party needing the extension.*” *Id.* (internal quotation marks and citations omitted) (emphasis added); *see also In re Dabney*, 604 B.R. 233, 237 (Bankr. D.S.C. 2019) (“Properly construed, ‘good cause’ means that scheduling deadlines cannot be met despite a party’s diligent efforts.”). “*If [the moving] party was not diligent, the inquiry should end.*” *Roqumore*, 2010 WL 148189, at *2 (emphasis added).⁴

25. Defendant largely fails to address any of the four factors that courts consider on motions to modify a schedule. This is no surprise because all four factors weigh heavily against Defendant’s requested eight-month extension.

26. *First*, Defendant offers no legitimate explanation for why it has been unable to meet its deadlines—the most important factor. Defendant instead offers only self-serving, conclusory statements that it has made “herculean, good faith efforts” in producing 60,000 documents, Mot. ¶ 23, which Defendant concedes it “ha[s] not reviewed,” Ex. B.⁵ Defendant received requests for production from the Liquidating Agent and Pitney Bowes on April 28, 2025. More than two months later, on July 8, 2025, Defendant first raised concerns about its ability to meet its production obligations. Notably, Defendant offers no explanation what good faith efforts, if any, it made to comply with the Court’s deadline. Had Defendant acted diligently beginning in

⁴ Defendant also purports to rely on Fed. R. Bankr. P. 9006(b), which states that “the court may – at any time and for cause – extend the time to act if: (A) with or without a motion or notice, a request to extend is made before the period (or a previously extended period) expires.” This provision is inapplicable on its face because Defendant filed its Motion seeking to extend document discovery after the substantial completion deadline passed.

⁵ Pitney Bowes invited Defendant to produce unreviewed documents on the condition that Defendant produce them promptly in an effort to keep discovery moving. Because Defendant waited until the substantial completion deadline to produce unreviewed documents, it is a classic document dump and contrary to Defendant’s discovery obligations. *See Youngevity Int’l Corp. v. Smith*, 2017 WL 6541106, at *1, *12 (S.D. Cal. Dec. 21, 2017) (party failed to fulfill its discovery obligations by making a “document dump” in which it produced all results of keyword searches without doing any relevance review to remove nonresponsive documents).

April, it would have reasonably anticipated the scope and significance of its production well before the original deadline. Defendant had ample time to retain a vendor or allocate additional resources to meet its obligations under the Court’s Scheduling Order. However, there is no indication that Defendant made any reasonable effort to prepare its production during those early months.

27. Four weeks ago, Pitney Bowes and the Liquidating Agent offered to accept an unreviewed production from Defendant, as long as it was promptly made. This is what Defendant ultimately did, except that it waited until the substantial completion deadline to do so. And even then, Defendant claims to have another 60,000 documents to review and produce. Ex. B. But none of this explains *why* Defendant failed to meet the Court’s deadlines. Defendant offers no information about when it started its document production process; how many attorneys it has dedicated to its document production; how many hours those attorneys worked; the expense it has incurred; or any details whatsoever about its efforts to show actual diligence. *Dabney*, 604 B.R. at 237 (rejecting motion to modify schedule where moving party “provided no specific information or evidence to support the timeliness or extent of counsel’s prior efforts to expound discovery or to review the documents produced . . . during the discovery period”). Thus, Defendant’s failure to prove up its diligence was not an oversight—it simply has no facts to support such a showing.

28. Defendant also claims that it was “unaware of the magnitude of its own production files, and the files it would receive, when the current scheduling order was entered” and that completing discovery is a “logistical impossibility.” Mot. ¶¶ 16, 17. But Defendant had ample notice of the work that was going to be required of it since this case was first filed on October 1, 2024, and yet failed to devote adequate resources to the task. Pitney Bowes and the Liquidating Agent served their document requests on April 28, 2025 (months ago) and just weeks after the Court entered the April 9, 2025, scheduling order. At that point, Defendant knew what

was being requested and must have had some idea as to the effort required to produce responsive documents when it served written responses on June 4, 2025. And certainly by the July 8, 2025 meet and confer, at which Defendant expressed its concerns about its inability to meet the deadlines, it knew full well the scope of its obligations. Defendant “should have anticipated . . . [its] workload” and “planned accordingly.” *Hernandez v. Mario’s Auto Sales, Inc.*, 617 F. Supp. 2d 488 (S.D. Tex. 2009) (denying request to modify schedule). Instead, Defendant failed to act until after it blew the substantial completion deadline. That dilatory conduct does not warrant the extension that Defendant seeks.

29. *Second*, the only importance to the requested extension is that without it, *Defendant* is unprepared for what’s to come under the case schedule. But unpreparedness resulting from a lack of diligence cannot justify Defendant’s extension request. *See Roqumore*, 2010 WL 148189, at *1–2. Moreover, Defendant’s specific request is specious. The parties do not require an additional eight months to bring this case to trial. And Defendant does not require three additional months for document production and five months for depositions. Indeed, Defendant’s Motion and proposed schedule cast serious doubt on whether Defendant has acted in good faith in attempting to comply with the Court’s deadlines. Notably, prior to the entry of the Scheduling Order, Defendant advocated for a trial date in June 2026. Through repeated delays and disregard for applicable deadlines, Defendant now seeks to compel the Court to revise the Scheduling Order to align with its original preference. The Court-ordered deadline was not a mere suggestion, it was set “in stone.” (Dkt. 57, Tr. at 12:20-25). The Liquidating Agent and Pitney Bowes have invested substantial effort to meet these deadlines. Defendant should not be permitted to impose its preferred timeline on other parties or the Court simply by failing to act with diligence. Defendant simply needs to devote adequate resources to this case that are commensurate with the \$76 million

alleged to be at issue, as Pitney Bowes and the Liquidating Agent have done. To the extent Defendant requires additional time to review documents, Pitney Bowes and the Liquidating Agent have offered a reasonable extension that should be more than sufficient, if Defendant was willing to expend the effort.

30. *Third*, the prejudice in granting Defendant's proposed schedule would be material. Following confirmation of DRF's chapter 11 plan, the Liquidating Agent has been working to reconcile claims in advance of making distributions in accordance with the plan. Given the liquidation of DRF through the chapter 11 process, DRF's resources are extremely limited, and any additional expense and delay may have a negative impact on all interested parties. The Liquidating Agent and Pitney Bowes would also suffer unique and significant prejudice because they timely met the substantial completion deadline, while Defendant continues to withhold nearly half of its expected production. If Defendant's Motion were granted, it would have three additional months to prepare its case with the Plaintiff's production, while the Liquidating Agent and Pitney Bowes would have to wait for Defendant's inevitably leisurely production of half of its documents.

31. *Fourth*, a continuance would not cure the prejudice here, it would exacerbate it. The Liquidating Agent and Pitney Bowes oppose the massive extension requested by Defendant precisely because the prejudice to them only increases the longer this Adversary Proceeding drags on. *S&W Enters., L.L.C.*, 315 F.3d at 537 (affirming district court's refusal to modify schedule where "the district court found that a continuance would unnecessarily delay the trial").

32. Unable to meet any of the four factors, Defendant also argues that the schedule should be modified because the Court has not yet ruled on Defendant's motion to dismiss. Mot. ¶ 26. This is old news. As Defendant is aware, the Court set the schedule fully aware that

Defendant's motion was pending, and the Court has already expressed disagreement with the bases for the pending motion. (Dkt. 57, Tr. at 11:21-12:118:1-9:7). Moreover, Defendant could have moved on this basis at any time since the schedule was entered on April 9, 2025. Instead, Defendant only raises this argument now, after it has blown its substantial completion deadline, as an excuse for further delay. Having been on notice that discovery was proceeding despite its pending motion, Defendant cannot sit on its rights and only raise the issue at a strategically advantageous moment.

CONCLUSION

For reasons articulated above, the Liquidating Agent and Pitney Bowes respectfully request that the Court deny Defendant's Motion, and enter the revised case schedule specified in Column D of Exhibit A.

Dated: August 20, 2025

Respectfully submitted,

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Counsel to the Liquidating Agent

Certificate of Conference

The undersigned hereby certifies that, as outlined in the Opposition, counsel for the parties conferred regarding the relief requested in the Motion and were unable to resolve the matter.

/s/ Mary Beth Maloney

Certificate of Service

I hereby certify that on August 20, 2025, I caused a copy of the foregoing document to be served on counsel of record in the above-captioned Adversary Proceeding via the Court's ECF system.

/s/ Mary Beth Maloney _____

EXHIBIT A

A. Event	B. Current Deadline	C. Defendant's Proposal	D. Plaintiff's Proposal
Substantial completion of document productions and responses to written discovery	July 18, 2025	October 31, 2025	August 1, 2025
Full completion of document productions and responses to written discovery	N/A	N/A	August 15, 2025
Fact Depositions (if any) Completed	August 22, 2025	December 31, 2025	September 24, 2025
Affirmative Expert Disclosures	September 5, 2025	January 15, 2026	October 1, 2025
Rebuttal Expert Disclosures (if any)	October 3, 2025	February 15, 2026	October 17, 2025
Expert Depositions (if any) Completed	October 17, 2025	March 15, 2026	October 31, 2025
Parties to file dispositive motions (if any)	October 31, 2025	April 30, 2026	November 14, 2025
Parties to file response briefs to dispositive motions (if any)	November 21, 2025	May 15, 2026	December 5, 2025
Parties to file reply briefs to dispositive motions (if any)	December 5, 2025	June 1, 2026	December 15, 2025
Exchange Proposed	December 30,	July 1, 2026	December 30,

Witness and Exhibit Lists	2025		2025
Exchange Deposition Designations (if any)	December 30, 2025	July 1, 2026	December 30, 2025
Exchange Objections to Proposed Witness and Exhibit Lists and Counter-Designations (if any)	January 9, 2026	July 20, 2026	January 9, 2026
File Pre-Trial Briefs	January 20, 2026	July 30, 2026	January 20, 2026
Hearing	January 29 2026 at 9:00 AM	August ___, 2026 at 9:00 AM	January 29 2026 at 9:00 AM

EXHIBIT B

From: Hawkins, Salah
To: Beck, Richard; Strohschein, Stephen; Ferrier, Kyle; Rhine, Fredrick
Cc: Tolson, Stephanie; Reilly, Marcos; Leavell, Christopher; Leslie Luttrell; Pravin.Patel@weil.com; Tauro, Lauren; Carlson, Clifford; Craig, Veronica; Cohen, Alex; Maloney, Mary Beth; Fortney, Jonathan D.; Manakides, Thomas A.; Cemak, Stella
Subject: RE: DRF v. Trilogy/Scheduling Order
Date: Tuesday, August 5, 2025 3:01:47 PM
Attachments: [image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)
[image013.png](#)

Stephen,

As previously stated numerous times, Pitney Bowes is not amenable to a proposal to modify the Court-approved Case Schedule (ECF No. 59) as you have suggested. We have repeatedly been in contact with Trilogy throughout the discovery period, raising concerns about Trilogy's delays and lack of responsiveness. Only now, after the passage of the substantial completion deadline, when Trilogy has failed to comply with the deadline, and when Pitney Bowes has produced documents, completed expert identification, and served deposition notices, all timely, is Trilogy seeking a massive extension of all deadlines in the case, including the January trial date. Trilogy's proposed modified case schedule is unacceptable.

In fact, Trilogy appears to be delaying Trilogy's document productions to manufacture a basis to extend the case schedule. Pitney Bowes has proposed several different options Trilogy could utilize to accelerate Trilogy's document productions and prevent delays to the case schedule. Indeed, on July 8, 2025, we proposed that Trilogy (i) immediately produce the documents that were identified by Trilogy's search terms and do not contain any terms indicating that the documents are privileged, and (ii) review the remaining documents for responsiveness and privilege. The approximately 60,000 documents Trilogy produced on August 1, 2025 were produced exactly in line with Pitney Bowes' July 8 proposal as your August 1 email stated that the produced documents were generated by applying search terms, "culling for privilege," and "are being produced without individual review." Trilogy waited approximately four weeks to produce approximately 60,000 documents that Trilogy was able to produce much sooner. Pitney Bowes will not consent to a schedule that permits Trilogy to capitalize on a strategy of manufactured delay.

In the interest of compromise, Pitney Bowes is willing to agree to extend the deadline for the completion of fact depositions by three weeks, from August 22, 2025 to September 12, 2025. The extension provides sufficient time for Trilogy to complete its document productions and for the parties to prepare for and complete fact witness depositions while maintaining the January 29, 2026 trial date set by Judge Lopez. A proposed, revised schedule acceptable to Pitney Bowes is below. Pitney Bowes will not agree to extend the deadline for completion of fact witness depositions beyond three weeks as any further extension will require moving the January 29, 2026 trial date, which, again, Pitney Bowes is unwilling to do. Trilogy's acceptance of Pitney Bowes' proposed, revised schedule below shall constitute a representation by Trilogy that Trilogy will meet all deadlines in the agreed-upon schedule and that Trilogy will not request any further extensions to the agreed-upon schedule.

If Trilogy does not want to accept Pitney Bowes' proposed, revised schedule below and commit to adhering to the deadlines therein, then Pitney Bowes requests that Trilogy file a motion with the Court seeking approval of Trilogy's proposed schedule. Pitney Bowes will oppose the motion. To help ensure the issue is resolved by the Court expeditiously, Pitney Bowes requests that Trilogy file its motion by no later than end

of day on Wednesday, August 6.

Regards,

Salah

Event	Current Deadline	Proposed New Deadline
Substantial completion of document productions and responses to written discovery	July 18, 2025	August 1, 2025
Full completion of document productions and responses to written discovery	N/A	August 15, 2025
Fact Depositions (if any) Completed	August 22, 2025	September 12, 2025
Affirmative Expert Disclosures	September 5, 2025	September 19, 2025
Rebuttal Expert Disclosures (if any)	October 3, 2025	October 17, 2025
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Parties to file response briefs to dispositive motions (if any)	November 21, 2025	December 5, 2025
Parties to file reply briefs to dispositive motions (if any)	December 5, 2025	December 15, 2025
Exchange Proposed Witness and Exhibit Lists	December 30, 2025	December 30, 2025
Exchange Deposition Designations (if any)	December 30, 2025	December 30, 2025
Exchange Objections to Proposed Witness and Exhibit Lists and Counter-Designations (if any)	January 9, 2026	January 9, 2026
File Pre-Trial Briefs	January 20, 2026	January 20, 2026
Hearing	January 29 2026 at 9:00 AM	January 29 2026 at 9:00 AM

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From: Beck, Richard <RBeck@klehr.com>
Sent: Tuesday, August 5, 2025 10:19 AM
To: Strohschein, Stephen <sstrohschein@hinshawlaw.com>; Hawkins, Salah <SHawkins@gibsondunn.com>; Ferrier, Kyle <Kyle.Ferrier@weil.com>; Rhine, Fredrick <Fredrick.Rhine@weil.com>;
Cc: Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; Leavell, Christopher <CLeavell@klehr.com>; Leslie Luttrell <luttrell@lclawgroup.net>; Pravin.Patel@weil.com; Tauro, Lauren <Lauren.Tauro@weil.com>; Carlson, Clifford <Clifford.Carlson@weil.com>; Craig, Veronica <Veronica.Craig@weil.com>; Cohen, Alex <Alexander.Cohen@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <JFortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>; Cernak, Stella <SCernak@gibsondunn.com>; Rauenzahn, Brianna <BRauenzahn@gibsondunn.com>
Subject: RE: DRF v. Trilogy/Scheduling Order

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Mitsubishi agrees with Kingsbridge's proposed schedule amendments. Of immediate concern is the deposition scheduling. Please let me know when we can meet and confer on these issues, if it is necessary.



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From: Strohschein, Stephen <sstrohschein@hinshawlaw.com>
Sent: Monday, August 4, 2025 3:49 PM
To: Hawkins, Salah <SHawkins@gibsondunn.com>; Ferrier, Kyle <Kyle.Ferrier@weil.com>; Beck, Richard <RBeck@klehr.com>; Rhine, Fredrick <Fredrick.Rhine@weil.com>
Cc: Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; Leavell, Christopher <CLeavell@klehr.com>; Leslie Luttrell <luttrell@lclawgroup.net>; Pravin.Patel@weil.com; Tauro, Lauren <Lauren.Tauro@weil.com>; Carlson, Clifford <Clifford.Carlson@weil.com>; Craig, Veronica <Veronica.Craig@weil.com>; Cohen, Alex <Alexander.Cohen@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <JFortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>; Cernak, Stella <SCernak@gibsondunn.com>; Rauenzahn, Brianna <BRauenzahn@gibsondunn.com>
Subject: DRF v. Trilogy/Scheduling Order

Counsel,

As I have mentioned more than once in recent emails, I do not believe that the current scheduling order provides a realistic timeframe for the parties to undertake the tasks at hand. As you know we produced over 60,000 documents on Friday that we have not reviewed. We received over 11,000 documents from PBI we have not reviewed. We have another 60,000 documents (approx.) that still

need to be reviewed for relevance and privilege and possible supplemental production, all in an adversary proceeding where the issues have not even been joined, because our motion to dismiss remains pending.

Here is my suggested revision to the current scheduling order which I believe provides a more sensible approach:

Event	Deadline
Initial Disclosures	April 18, 2025
Parties to serve written or document discovery	April 28, 2025
Substantial completion of document production and responses to written discovery	July 18, 2025 October 31, 2025
Parties identify names and background of affirmative expert witnesses (if any) and high level topics	July 25, 2025
<u>Parties identify names and background of rebuttal expert witnesses (if any) and high level topics</u>	<u>November 15, 2025</u>
Fact Depositions (if any) Completed	August 22, 2025 December 31, 2025
Affirmative Expert Disclosures	September 5, 2025 January 15, 2026
Rebuttal Expert Disclosures (if any)	October 3, 2025 February 15, 2026
Expert Depositions (if any) Completed	October 17, 2025 March 15, 2026
Parties to file dispositive motions (if any)	October 31, 2025 April 30, 2026
Parties to file response briefs to dispositive motions (if any)	November 21, 2025 May 15, 2026
Parties to file reply briefs to dispositive motions (if any)	December 5, 2025 June 1, 2026
Exchange Proposed Witness and Exhibit Lists	December 30, 2025 July 1, 2026
Exchange Deposition Designations (if any)	December 30, 2025 July 1, 2026
Exchange Objections to Proposed Witness and Exhibit Lists and Counter-	January 9, 2026 July 20, 2026

Designations (if any)	
File Pre-Trial Briefs	January 20, 2026 July 30, 2026
Hearing	January 29 2026 at 9:00 AM August ___, 2026 at 9:00 AM

Please let me know of any issues with the attached and if we can submit a consensual motion on behalf of all parties.

Also, in light of the above, please confirm that the noticed depositions of Trilogy/Kingsbridge will not proceed until we have agreed upon the new timeframes as outlined above and then subsequent deposition dates.

Thanks.

Stephen Strohschein
Partner
Hinshaw & Culbertson LLP
400 Convention Street, Suite 1001, Baton Rouge, LA 70802

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EXHIBIT C

From: [Hawkins, Salah](#)
To: [Beck, Richard](#); [Rhine, Fredrick](#); [Stephen Strohschein](#)
Cc: [Ferrier, Kyle](#); [Stephanie Tolson](#); [Marcos Reilly](#); [Leavell, Christopher](#); [Leslie Luttrell](#); [Pravin.Patel@weil.com](#); [Tauro, Lauren](#); [Carlson, Clifford](#); [Craig, Veronica](#); [Cohen, Alex](#); [Maloney, Mary Beth](#); [Fortney, Jonathan D.](#); [Manakides, Thomas A.](#); [Rauenzahn, Brianna](#)
Subject: RE: DRF v. Trilogy Leasing Discovery Responses
Date: Tuesday, July 15, 2025 9:01:14 PM
Attachments: [image001.png](#)

All,

As counsel for Intervenor-Plaintiff Pitney Bowes, Inc. ("Pitney Bowes") in the above-captioned action, we write to memorialize certain points discussed during the meet and confer that occurred today, July 15, 2025.

Pitney Bowes, Debtor-Plaintiff DRF, LLC ("DRF"), Intervenor-Defendant Mitsubishi HC Capital America Inc. ("Mitsubishi"), and Defendant Trilogy Leasing Co., LLC ("Trilogy") consensually agreed to extend the deadline for the substantial completion of document production and responses to written discovery set forth in Court-ordered Case Schedule (see ECF No. 59) from July 18, 2025 to August 1, 2025. The parties' consensual agreement is without prejudice to any party's right to subsequently seek to extend other deadlines set forth in the Court-ordered Case Schedule.

Pitney Bowes confirmed that, by no later than early next week, Pitney Bowes anticipates beginning its rolling productions of documents in response to the Requests For Production served on Pitney Bowes by Trilogy and Mitsubishi.

Regards,

Salah Hawkins
Associate Attorney

T: +1 212.351.6319
SHawkins@gibsondunn.com

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Gibson, Dunn & Crutcher LLP
200 Park Avenue, New York, NY 10166-0193

From: Beck, Richard <RBeck@klehr.com>
Sent: Tuesday, July 15, 2025 1:12 PM
To: Rhine, Fredrick <Fredrick.Rhine@weil.com>; Hawkins, Salah <SHawkins@gibsondunn.com>; Stephen Strohschein <sstrohschein@hinshawlaw.com>
Cc: Ferrier, Kyle <Kyle.Ferrier@weil.com>; Stephanie Tolson <stolson@hinshawlaw.com>; Marcos Reilly <mreilly@hinshawlaw.com>; Leavell, Christopher <Leavell@klehr.com>; Leslie Luttrell <luttrell@lclawgroup.net>; Pravin.Patel@weil.com; Tauro, Lauren <Lauren.Tauro@weil.com>; Carlson, Clifford <Clifford.Carlson@weil.com>; Craig, Veronica <Veronica.Craig@weil.com>; Cohen, Alex <Alexander.Cohen@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <JFortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>; Rauenzahn, Brianna <BRauenzahn@gibsondunn.com>
Subject: RE: DRF v. Trilogy Leasing Discovery Responses

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I can be available at 5:00 EDT.

RICHARD M. BECK

PARTNER



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From: Rhine, Fredrick <Fredrick.Rhine@weil.com>
Sent: Tuesday, July 15, 2025 12:18 PM
To: Salah Hawkins <SHawkins@gibsondunn.com>; Stephen Strohschein <sstrohschein@hinshawlaw.com>
Cc: Beck, Richard <RBeck@klehr.com>; Ferrier, Kyle <Kyle.Ferrier@weil.com>; Stephanie Tolson <stolson@hinshawlaw.com>; Marcos Reilly <mreilly@hinshawlaw.com>; Leavell, Christopher <CLeavell@klehr.com>; Leslie Luttrell <luttrell@lclawgroup.net>; Patel, Pravin <Pravin.Patel@weil.com>; Tauro, Lauren <Lauren.Tauro@weil.com>; Carlson, Clifford <Clifford.Carlson@weil.com>; Craig, Veronica <Veronica.Craig@weil.com>; Cohen, Alex <Alexander.Cohen@weil.com>; Mary Beth Maloney <MMaloney@gibsondunn.com>; Jonathan D. Fortney <JFortney@gibsondunn.com>; Thomas A. Manakides <TManakides@gibsondunn.com>; Brianna Rauenzahn <BRauenzahn@gibsondunn.com>
Subject: Re: DRF v. Trilogy Leasing Discovery Responses

After 4:30pm ET today works for Weil.

Thanks,

Fredrick Rhine

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On Jul 15, 2025, at 11:28 AM, Hawkins, Salah <SHawkins@gibsondunn.com> wrote:

Thanks Stephen. Weil and Klehr teams, please let us know what times you are available today to meet and confer.

Regards,

Salah Hawkins
Associate Attorney

T: +1 212 351 6319
SHawkins@gibsondunn.com

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200 Park Avenue, New York, NY 10166-0193

From: Strohschein, Stephen <ssstrohschein@hinshawlaw.com>
Sent: Monday, July 14, 2025 6:13 PM
To: Hawkins, Salah <SHawkins@gibsondunn.com>; Fredrick Rhine <Fredrick.Rhine@weil.com>
Cc: Richard Beck <RBeck@klehr.com>; Kyle Ferrier <Kyle.Ferrier@weil.com>; Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; Christopher Leavell <Cleavell@klehr.com>; Leslie Luttrell <luttrell@lclawgroup.net>; Pravin.Patel@weil.com; Lauren Tauro <Lauren.Tauro@weil.com>; Clifford Carlson <Clifford.Carlson@weil.com>; Veronica Craig <Veronica.Craig@weil.com>; Alex Cohen <Alexander.Cohen@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <JFortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>; Rauenzahn, Brianna <BRauenzahn@gibsondunn.com>
Subject: RE: DRF v. Trilogy Leasing Discovery Responses

Salah,

I am generally available tomorrow.

Prior to running your search terms, I understand that the de-duplication and threading of the emails reduced the document set to about 180K documents. About 16K documents were reduced with the privilege prompts. Then, after employing your search terms, it produced a document set of approximately 120K documents with hits and 47K documents without hits.

However, our spot-checking of the documents created concerns both ways. We saw documents for which there were no hits, that should be produced and many documents in the group with hits that should not be produced. We also noticed the need to add a few additional terms for the greater screening of privileged emails. We are in the process of tweaking the search terms and will run new searches. I will provide you the written search terms when finalized, but here is the general approach:

For those documents that should be produced we see that your search terms did not include the single word "Pitney" and did not include the abbreviation "PBI" both of which were used by Trilogy/Kingsbridge. We are adding them to the search terms to capture those documents for production.

For those documents that should not be produced, we reviewed your search parameters and noticed that in requests 5-9 and 11-13, you de-couple the novel search terms from the specific case names by changing the conjunction "AND" as it appears in #4 just prior to "Master Lease Agreement" to "OR" in the other requests. This change causes the search to pull up any email about a Master Lease with any party, as long as the other terms are also present. Obviously because Trilogy is a leasing company, it will have many emails about Master Lease Agreements with parties other than Pitney, which are not relevant.

For the same reason, we are adding the introductory parenthetical used in #4, as modified, to #s 10, 14 and 15.

I'll get you the written terms as soon as I have them.

Once we have this search run our review will need to continue. There are numerous, internal accounting documents that may contain a reference to "Pitney Bowes" but which are not relevant to this case. Consequently, I believe additional refinement of the production set will be necessary after these searches.

We are unable to say when we will have a production set, but PBI hasn't made that announcement yet either, so I believe we're on the same basic footing, except for the material production we have already made of 1200 documents.

Steve
Stephen Strohschein
Partner
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From: Hawkins, Salah <S.Hawkins@gibsondunn.com>
Sent: Monday, July 14, 2025 1:33 PM
To: Strohschein, Stephen <sstrohschein@hinshawlaw.com>; Fredrick Rhine <Fredrick.Rhine@weil.com>
Cc: Richard Beck <RBeck@klehr.com>; Kyle Ferrier <Kyle.Ferrier@weil.com>; Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; Christopher Leavell <CLeavell@klehr.com>; Leslie Luttrell <luttrell@lclawgroup.net>; Pravin.Patel@weil.com; Lauren Tauro <Lauren.Tauro@weil.com>; Clifford Carlson <Clifford.Carlson@weil.com>; Veronica Craig <Veronica.Craig@weil.com>; Alex Cohen <Alexander.Cohen@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <J.Fortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>; Rauenzahn, Brianna <BRauenzahn@gibsondunn.com>
Subject: RE: DRF v. Trilogy Leasing Discovery Responses

Stephen,

Applying the search terms we shared with the parties on July 9, 2025, Pitney Bowes' current document review population consists of an estimated 29,000 documents. We again reiterate that our document review population is not, and should not be taken as, an indication of the anticipated size of Pitney Bowes' document productions.

As of today, it has been six days since we provided you with a set of search terms to apply to Trilogy's documents, and yet, you still have not provided the number of documents generated by applying the search terms we provided to Trilogy's documents. Moreover, you have similarly failed to respond to our request that you inform us: (a) whether you have obtained Trilogy's approval to immediately produce the approximately 275,000 documents—resulting from running Trilogy's own search terms—that do not contain any terms indicating that the documents are privileged, review the remaining approximately 25,000 documents for responsiveness and privilege, and complete the substantial production of the additional responsive and non-privileged documents on or before August 1; or (b) whether instead, Trilogy will confirm the search terms Trilogy will apply to Trilogy's documents in order to complete Trilogy's review and substantial production of responsive, non-privileged documents on or before August 1. We again request that you provide the requested information as soon as possible.

In light of the current July 18 deadline for the substantial completion of document discovery, we request that the parties meet and confer tomorrow to discuss our previous proposal regarding modifying the case schedule. Counsel for each party, please provide your availability for a meet and confer tomorrow.

Regards,

Salah Hawkins
Associate Attorney

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200 Park Avenue, New York, NY 10166-0193

From: Strohschein, Stephen <sstrohschein@hinshawlaw.com>
Sent: Sunday, July 13, 2025 11:48 AM
To: Hawkins, Salah <SHawkins@gibsondunn.com>; Fredrick Rhine <Fredrick.Rhine@weil.com>
Cc: Richard Beck <RBeck@klehr.com>; Kyle Ferrier <Kyle.Ferrier@weil.com>; Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; Christopher Leavell <Cleavell@klehr.com>; Leslie Luttrell <luttrell@lclawgroup.net>; Pravin.Patel@weil.com; Lauren Tauro <Lauren.Tauro@weil.com>; Clifford Carlson <Clifford.Carlson@weil.com>; Veronica Craig <Veronica.Craig@weil.com>; Alex Cohen <Alexander.Cohen@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <JFortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>; Rauenzahn, Brianna <BRauenzahn@gibsondunn.com>
Subject: RE: DRF v. Trilogy Leasing Discovery Responses

Good Morning Salah,

Please provide PBI's "reliable estimate of the size of [its] review population" as soon as you can. We can discuss modifications to the scheduling order after we receive that information.

In my email of Friday morning, I said that "we continue to work on the document production expeditiously." This obviously includes the review of those documents and the analysis of the document sets employing the search terms you provided. That work continues.

Thanks.

Steve

Stephen Strohschein
Partner
Hinshaw & Culbertson LLP

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From: Hawkins, Salah <SHawkins@gibsondunn.com>
Sent: Friday, July 11, 2025 8:02 PM
To: Fredrick Rhine <Fredrick.Rhine@weil.com>
Cc: Richard Beck <RBeck@klehr.com>; Strohschein, Stephen <sstrohschein@hinshawlaw.com>; Kyle Ferrier <Kyle.Ferrier@weil.com>; Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; Christopher Leavell <CLeavell@klehr.com>; Leslie Luttrell <luttrell@lclawgroup.net>; Pravin.Patel@weil.com; Lauren Tauro <Lauren.Tauro@weil.com>; Clifford Carlson <Clifford.Carlson@weil.com>; Veronica Craig <Veronica.Craig@weil.com>; Alex Cohen <Alexander.Cohen@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <JFortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>; Rauenzahn, Brianna <BRauenzahn@gibsondunn.com>
Subject: Re: DRF v. Trilogy Leasing Discovery Responses

Stephen,

Trilogy's 1,200 document production does not constitute a "meaningful" production, especially in light of the fact that Trilogy's application of its search terms to the remaining documents resulted in a population of approximately 300,000 documents.

Further, as we previously stated, the requests for the size of our *document review population* is a red herring. The ultimate size of our document production depends on the number of responsive, non-privileged documents and not the size of the review population.

Notwithstanding that fact, we informed Trilogy that our document review process is underway, we committed to completing our document productions on or before August 1, and we offered to proceed under the modified case schedule we proposed that provides for the same amount of time between the deadline for substantial completion of document discovery and the deadline for completing fact depositions. We also informed Trilogy that we are still processing significant amounts of data into our review workspace and therefore cannot, at this time, provide you with a reliable estimate of the size of our review population. We reiterate that, in the interest of compromise, we will provide you with the size of our review population as soon as we are able to provide a more reliable figure. Thus, your assertion that we have not "provided any information about what PBI is up to" is incorrect.

Trilogy is not similarly situated and has not provided the same level of cooperation.

First, you contend that the proposed August 1 extension to the deadline for substantial completion of document discovery is insufficient on the basis that Trilogy cannot substantially complete its document productions on or before August 1. That makes the quantum of Trilogy's review population quite relevant to assessing the merit of your contention. We offered a proposal which would significantly reduce your document review and production timeline. You have yet to respond to that proposal.

Second, you have informed us that your document collection process is complete, but you have

provided no information about whether your document review process has begun.

Third, per your request, two days ago, we provided you with a set of search terms Trilogy may utilize to reduce the potential review population generated by Trilogy's search terms, and you have failed to provide the potential review population generated by running the search terms we provided over Trilogy's documents. It does not take two days to generate a search term report. Again, the size of your potential review population is quite pertinent to the merit of your contention that Trilogy is unable to substantially complete its document productions on or before August 1.

As set forth above, several of our information requests remain outstanding. Please provide the requested information as soon as possible.

Regards,

Salah Hawkins
Associate Attorney

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SHawkins@gibsondunn.com

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On Jul 11, 2025, at 5:19 PM, Rhine, Fredrick <Fredrick.Rhine@weil.com> wrote:

Counsel,

DRF expects to make a production of roughly 50 documents in its possession that are responsive to Trilogy's and Mitsubishi's discovery requests by early next week. We are still confirming whether we possess other responsive documents, and if so, the volume, but we do not expect that potential universe to impact the revised schedule.

Separately, DRF confirms that Exhibit 3 of its responses to Trilogy's Interrogatories accurately reflects the information responsive to Interrogatory No. 16, including the highlighted information demonstrating the bank account underlying the avoidable post-petition transfer payments. DRF also confirms that Exhibit 2 did not include information concerning certain preferential transfer payments in response to Interrogatory No. 15. Please see the revised document including the additional preferential transfer payment information attached.

Regards,

<image001.jpg>

Fredrick Rhine

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From: Beck, Richard <RBeck@klehr.com>
Sent: Friday, July 11, 2025 10:02 AM
To: Hawkins, Salah <SHawkins@gibsondunn.com>; Strohschein, Stephen <sstrohschein@hinshawlaw.com>; Ferrier, Kyle <Kyle.Ferrier@weil.com>; Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; Leavell, Christopher <Cleavell@klehr.com>; Leslie Luttrell <luttrell@lclawgroup.net>; Patel, Pravin <Pravin.Patel@weil.com>; Tauro, Lauren <Lauren.Tauro@weil.com>; Carlson, Clifford <Clifford.Carlson@weil.com>; Rhine, Fredrick <Fredrick.Rhine@weil.com>; Craig, Veronica <Veronica.Craig@weil.com>; Mezzatesta, Jared <Jared.Mezzatesta@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <JFortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>; Rauenzahn, Brianna <BRauenzahn@gibsondunn.com>
Subject: RE: DRF v. Trilogy Leasing Discovery Responses

Folks, Mitsubishi needs to understand the anticipated scope of production from the Debtors and PBI. Despite several meet and confers, we have yet to receive meaningful information on the search parameters and hit counts. It is clear that the current schedule is unworkable if the document discovery is going to involve the exchange of hundreds of thousands of documents. So far, the only information we have on possible volume is what Trilogy has provided. We will need to hear from the other parties on these data points soon – or we will need to ask the court to intervene. Thanks

RICHARD M. BECK
PARTNER

<image002.png> **KLEHR HARRISON HARVEY BRANZBURG LLP**
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From: Hawkins, Salah <SHawkins@gibsondunn.com>
Sent: Friday, July 11, 2025 8:38 AM
To: Strohschein, Stephen <sstrohschein@hinshawlaw.com>; Ferrier, Kyle <Kyle.Ferrier@weil.com>; Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; Beck, Richard <RBeck@klehr.com>; Leavell, Christopher <Cleavell@klehr.com>; Leslie Luttrell <luttrell@lclawgroup.net>; Pravin, Patel <Pravin.Patel@weil.com>; Tauro, Lauren <Lauren.Tauro@weil.com>; Carlson, Clifford <Clifford.Carlson@weil.com>; Rhine, Fredrick <Fredrick.Rhine@weil.com>; Craig, Veronica <Veronica.Craig@weil.com>; Mezzatesta, Jared <Jared.Mezzatesta@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <JFortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>; Rauenzahn, Brianna <BRauenzahn@gibsondunn.com>
Subject: RE: DRF v. Trilogy Leasing Discovery Responses

Stephen,

I am following up on our outstanding requests. We have not received any information regarding: (1) the number of documents Trilogy returned by running the search terms Pitney Bowes provided at 12:50 PM ET on July 8; (2) whether you have obtained Trilogy's approval to immediately produce the

approximately 275,000 documents—resulting from running Trilogy’s own search terms—that do not contain any terms indicating that the documents are privileged, review the remaining approximately 25,000 documents for responsiveness and privilege, and complete the substantial production of the responsive and non-privileged documents on or before August 1; and (3) whether instead, Trilogy will confirm the search terms Trilogy will apply to Trilogy’s documents in order to complete Trilogy’s review and substantial production of responsive, non-privileged documents on or before August 1. Please provide the requested information by no later than end of day today.

Regards,

Salah Hawkins
Associate Attorney

T: +1 212.351.6319
SHawkins@gibsondunn.com

GIBSON DUNN
Gibson, Dunn & Crutcher LLP
200 Park Avenue, New York, NY 10166-0193

From: Hawkins, Salah
Sent: Thursday, July 10, 2025 10:02 AM
To: 'Strohschein, Stephen' <sstrohschein@hinshawlaw.com>; Ferrier, Kyle <Kyle.Ferrier@weil.com>; Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; Beck, Richard <rbeck@klehr.com>; Leavell, Christopher <cleavell@klehr.com>; Leslie Luttrell <luttrell@lclawgroup.net>; Pravin.Patel@weil.com; Tauro, Lauren <Lauren.Tauro@weil.com>; Carlson, Clifford <Clifford.Carlson@weil.com>; Rhine, Fredrick <Fredrick.Rhine@weil.com>; Craig, Veronica <Veronica.Craig@weil.com>; Mezzatesta, Jared <jared.Mezzatesta@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <JFortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>; Rauenzahn, Brianna <BRauenzahn@gibsondunn.com>
Subject: RE: DRF v. Trilogy Leasing Discovery Responses

Stephen,

Thank you for sending us Trilogy’s search terms. Please advise us as soon as possible on the number of documents returned by Trilogy running the search terms we provided at 12:50 PM ET yesterday. Our understanding is that Trilogy’s document collections are complete. Generating a search term hit report is not a complex process and it should not take more than a few hours.

Further, we reiterate our request that Trilogy inform us by end of day today as to whether Trilogy will:

1. immediately produce the approximately 275,000 documents that do not contain any terms indicating that the documents are privileged, review the remaining approximately 25,000 documents for responsiveness and privilege, and complete the substantial production of the responsive and non-privileged documents on or before August 1; or
2. confirm the search terms Trilogy will apply to Trilogy’s documents in order to complete Trilogy’s review and substantial production of responsive, non-privileged documents on or before August 1.

Contrary to the assertions in your email below, it is far from “incredible” that we can commit to a substantial production deadline of August 1 without providing an estimate of our document review population. Pitney Bowes is dedicating the necessary resources to complete our document productions expeditiously. It bears repeating that Trilogy is the only party contending that the proposed scheduling adjustment to extend the substantial completion deadline to August 1, 2025 is insufficient, especially in light of the proposals we have provided which should be sufficient to enable Trilogy to substantially complete its document productions on or before August 1.

Regards,

Salah Hawkins
Associate Attorney

T: +1 212.351.6319
SHawkins@gibsondunn.com

GIBSON DUNN
Gibson, Dunn & Crutcher LLP
200 Park Avenue, New York, NY 10166-0193

From: Strohschein, Stephen <ssstrohschein@hinshawlaw.com>
Sent: Wednesday, July 9, 2025 1:14 PM
To: Hawkins, Salah <SHawkins@gibsondunn.com>; Ferrier, Kyle <Kyle.Ferrier@weil.com>; Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; Beck, Richard <rbeck@klehr.com>; Leavell, Christopher <cleavell@klehr.com>; Leslie Luttrell <luttrell@lclawgroup.net>; Pravin.Patel@weil.com; Tauro, Lauren <Lauren.Tauro@weil.com>; Carlson, Clifford <Clifford.Carlson@weil.com>; Rhine, Fredrick <Fredrick.Rhine@weil.com>; Craig, Veronica <Veronica.Craig@weil.com>; Mezzatesta, Jared <Jared.Mezzatesta@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <JFortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>; Rauenzahn, Brianna <BRAuenzahn@gibsondunn.com>
Subject: RE: DRF v. Trilogy Leasing Discovery Responses

Salah,

Thank you for the suggested search terms. We will apply them to the document set produced by the client and let you know the result when we can.

The list of search terms used by our clients to produce the documents is below. The 1200 documents we already produced were those known files relevant to the adversary proceeding. The below search terms were run through the relevant employees archived emails.

It is incredible to me that you can express the adequacy of the time provided by the suggested order without yet being able to articulate a number of documents that are either being reviewed or produced. The time allowed by the scheduling order is logically and substantively connected to the volume of documents being produced and being received, facts which were unknown when the scheduling order was rushed upon the parties in this case.

Here are the search terms used:

1. Pitney
2. Bowes
3. PBI
4. PB
5. DRF
6. Newgistics
7. Presort
8. @pb.com
9. Stanley w/3 Sutula (all of these names are the people at PB involved in signing the MLA and/or the supplements)

10. Ana w/3 Chadwick
11. Ben w/3 Wade
12. Robert w/3 Prussin
13. Peter w/3 Panzarella
14. Laura w/3 Mowatt
15. Sandra w/3 Rago
16. Rosa w/3 Ruiz
17. Alex w/3 Santiago
18. Donna w/3 Morrison

Stephen Strohschein
Partner
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— | — | —

From: Hawkins, Salah <SHawkins@gibsondunn.com>

Sent: Wednesday, July 9, 2025 11:50 AM

To: Strohschein, Stephen <sstrohschein@hinshawlaw.com>; Ferrier, Kyle <Kyle.Ferrier@weil.com>; Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; Beck, Richard <rbeck@klehr.com>; Leavell, Christopher <cleavell@klehr.com>; Leslie Luttrell <luttrell@lclawgroup.net>; Pravin, Patel <Pravin.Patel@weil.com>; Tauro, Lauren <Lauren.Tauro@weil.com>; Carlson, Clifford <Clifford.Carlson@weil.com>; Rhine, Fredrick <Fredrick.Rhine@weil.com>; Craig, Veronica <Veronica.Craig@weil.com>; Mezzatesta, Jared <Jared.Mezzatesta@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <JFortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>; Rauenzahn, Brianna <BRauenzahn@gibsondunn.com>

Subject: RE: DRF v. Trilogy Leasing Discovery Responses

All,

Attached, please a proposed set of search terms drafted by Intervenor-Plaintiff Pitney Bowes, Inc. (“Pitney Bowes”) that Defendant Trilogy Leasing Co, LLC (“Trilogy”) can apply to Trilogy’s documents, and the current set of search terms Pitney Bowes utilized to generate the population of documents Pitney Bowes is reviewing for responsiveness to the Requests For Production served on Pitney Bowes by Trilogy and Intervenor-Defendant Mitsubishi HC Capital America, Inc. (“Mitsubishi”).

Stephen, in response to your email below, the Court-ordered case schedule and the draft modified scheduling order we circulated yesterday contain the same amount of time between the deadline for substantial completion of document productions and the deadline for completion of fact depositions. The parties are all afforded the same amount of time to review and digest the other parties’ productions in advance of fact depositions. Trilogy’s position as to the insufficiency of the

time period between the substantial completion deadline and the deadline for the completion of fact depositions is therefore without merit. Further, Pitney Bowes' document review process is underway, but we are still processing data and therefore, at this time, we cannot provide a reliable estimate of the number of documents in our review population. That being said, the number of documents in our review population is not an indication of the ultimate size of our document production. The ultimate size of the production depends on the number of responsive, non-privileged documents, not the size of the review population. We are, however, willing to provide the count of documents in our review population once we are able to provide a more reliable count.

In any event, our position remains that the proposal to extend the substantial completion deadline by two weeks—to August 1, 2025—is a sufficient amount of time for the parties to substantially complete their document productions, regardless of the ultimate size of the parties' document populations to be reviewed. Trilogy is the only party taking the position that the proposed extension to August 1, 2025 is insufficient. We have offered proposals to resolve Trilogy's articulated concerns about meeting an August 1 substantial completion deadline, including Trilogy immediately producing the approximately 275,000 documents that were identified by Trilogy's search terms and do not contain any terms indicating that the documents are privileged, reviewing the remaining approximately 25,000 documents for responsiveness and privilege, and completing the substantial production of the additional responsive and non-privileged documents on or before August 1.

In light of the statements in your email, we reiterate that we will not agree to any extensions that impact the January 2026 trial date. We look forward to receiving the search terms Trilogy utilized to generate Trilogy's population of approximately 300,000 documents as soon as possible, and by no later than end of day today, July 9, 2025, receiving the count of documents Trilogy generates by running the attached search terms over Trilogy's documents.

Regards,

Salah Hawkins
[Associate Attorney](#)

[T: +1 212.351.6319](#)
SHawkins@gibsondunn.com

GIBSON DUNN
Gibson, Dunn & Crutcher LLP
200 Park Avenue, New York, NY 10166-0193

From: Strohschein, Stephen <ssstrohschein@hinshawlaw.com>
Sent: Wednesday, July 9, 2025 11:32 AM
To: Hawkins, Salah <SHawkins@gibsondunn.com>; Ferrier, Kyle <Kyle.Ferrier@weil.com>; Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; Beck, Richard <rbeck@klehr.com>; Leavell, Christopher <cleavell@klehr.com>; Leslie Luttrell <luttrell@lclawgroup.net>; Pravin.Patel@weil.com; Tauro, Lauren <Lauren.Tauro@weil.com>; Carlson, Clifford <Clifford.Carlson@weil.com>; Rhine, Fredrick <Fredrick.Rhine@weil.com>; Craig, Veronica <Veronica.Craig@weil.com>; Mezzatesta, Jared <Jared.Mezzatesta@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <JFortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>; Rauenzahn, Brianna <BRauenzahn@gibsondunn.com>
Subject: RE: DRF v. Trilogy Leasing Discovery Responses

Salah,

One of the factors missing from your summary is the communication to Trilogy by Pitney Bowes of its document count. This is a critical issue that bears on the scheduling order.

Even if we are able to make the production by 8/1, the suggested scheduling order requires that we digest the documents produced by Pitney Bowes AND conduct all factual depositions in just over a month, by September 5. Given that it takes this group two weeks to schedule a phone call, I don't see how the overly accelerated schedule can be adhered to and as I suggested yesterday, I believe a more reasonable schedule should be agreed to now, which will entail moving the trial date.

Also, as Stephanie informed the group yesterday, she is in a deposition today. We will address the issues in your email as quickly as possible, but do not commit to meet specific deadlines.

Let me know of any questions.

Steve

Stephen Strohschein
Partner
Hinshaw & Culbertson LLP

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From: Hawkins, Salah <SHawkins@gibsondunn.com>

Sent: Tuesday, July 8, 2025 10:22 PM

To: Strohschein, Stephen <sstrohschein@hinshawlaw.com>; Ferrier, Kyle <Kyle.Ferrier@weil.com>; Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; Beck, Richard <rbeck@klehr.com>; Leavell, Christopher <cleavell@klehr.com>; Leslie Luttrell <luttrell@lclawgroup.net>; Pravin.Patel@weil.com; Tauro, Lauren <Lauren.Tauro@weil.com>; Carlson, Clifford <Clifford.Carlson@weil.com>; Rhine, Fredrick <Fredrick.Rhine@weil.com>; Craig, Veronica <Veronica.Craig@weil.com>; Mezzatesta, Jared <Jared.Mezzatesta@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <JFortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>; Rauenzahn, Brianna <BRauenzahn@gibsondunn.com>

Subject: RE: DRF v. Trilogy Leasing Discovery Responses

All,

As counsel for Intervenor-Plaintiff Pitney Bowes, Inc. ("Pitney Bowes") in the above-captioned action, we write to memorialize certain points discussed during the meet and confer that occurred today, July 8, 2025.

Pitney Bowes is amenable to reaching agreement on a reasonable extension of the existing case schedule by approximately two weeks, which will not result in moving the January 29, 2026 trial date. The proposal we circulated earlier today to modify the existing case schedule reflects, among other things, a two-week extension to the current deadline for substantial completion of document

productions and responses to written discovery—moving the date from July 18, 2025 to August 1, 2025. As indicated during the meet and confer, extensions of time beyond two weeks will likely result in moving the trial date, which Pitney Bowes will not agree to do. Once the parties agree on a reasonable schedule, we will need to obtain the Court’s approval of the proposed modified schedule.

Pitney Bowes’ document review process is underway, and Pitney Bowes’ position is that the two-week extension is a sufficient amount of time for the parties to substantially complete their document productions, regardless of the ultimate size of the parties’ document populations to be reviewed. Counsel for Debtor-Plaintiff DRF, LLC (“DRF”) and Intervenor-Defendant Mitsubishi HC Capital America Inc. (“Mitsubishi”) stated that DRF and Mitsubishi anticipate being able to substantially complete their document productions on or before August 1 (if not earlier).

Counsel for Defendant Trilogy Leasing Co, LLC (“Trilogy”) stated that the deadline by which Trilogy may be able to substantially complete Trilogy’s document productions depends on the ultimate size of Trilogy’s document review population. Trilogy explained that when using their search terms, they generated a potential review population of approximately 300,000 documents and approximately 275,000 of those documents do not contain any terms indicating that the documents are potentially privileged. Trilogy agreed to provide Pitney Bowes, DRF, and Mitsubishi with the search terms utilized to generate the approximately 300,000 documents. In addition, Trilogy expressed concerns about reviewing 300,000 documents by August 1.

In the interest of compromise and to resolve Trilogy’s concerns, we proposed that Trilogy (i) immediately produce the approximately 275,000 documents that were identified by Trilogy’s search terms and do not contain any terms indicating that the documents are privileged, and (ii) review the remaining approximately 25,000 documents for responsiveness and privilege, with a production deadline of August 1 (to the extent the Court approves the proposed modified schedule). Counsel for Trilogy stated that Trilogy has not authorized the production of the approximately 275,000 documents without counsel reviewing each document prior to production. We understand that counsel for Trilogy will check with Trilogy about agreeing to immediately produce the 275,000 documents.

As an alternative, Trilogy, DRF, and Pitney Bowes discussed Pitney Bowes providing search terms to be applied to Trilogy’s documents, and Trilogy reviewing and producing the documents containing the provided search terms on or before August 1. Pitney Bowes is willing to provide Trilogy with a set of search terms to apply to Trilogy’s documents. But as articulated during the meet and confer today, Pitney Bowes’ position remains that August 1, 2025 is a sufficient extension of time for Trilogy to substantially complete Trilogy’s document productions. That is, the exchange of search terms should not delay Trilogy’s review process or document productions. Trilogy also requested a copy of the search terms Pitney Bowes is applying to its documents. We are willing to share our search terms.

To summarize next steps, Pitney Bowes’ understanding and requests are as follows:

1. Trilogy will provide Pitney Bowes, DRF, and Mitsubishi with the search terms Trilogy utilized to generate the population of approximately 300,000 documents. Pitney Bowes requests that Trilogy provide the search terms as soon as possible, but in any event, by no later than 12:00 PM ET on July 9, 2025.
2. Pitney Bowes will provide Trilogy with a set of search terms Trilogy can apply to Trilogy’s documents. Pitney Bowes will also provide Trilogy, DRF, and Mitsubishi with the search terms Pitney Bowes is applying to its documents. Pitney Bowes will provide the two sets of search terms by no later than 12:00 PM ET on July 9, 2025.

3. Trilogy will provide Pitney Bowes, DRF, and Mitsubishi with the count of documents Trilogy generated by running the search terms Pitney Bowes provided over Trilogy's documents. Pitney Bowes requests that Trilogy provide the document count by no later than end of day on July 9, 2025.

4. Trilogy will inform Pitney Bowes, DRF, and Mitsubishi as to whether Trilogy will:

1. immediately produce the approximately 275,000 documents that do not contain any terms indicating that the documents are privileged, review the remaining approximately 25,000 documents for responsiveness and privilege, and complete the substantial production of the responsive and non-privileged documents on or before August 1; or
2. confirm the search terms Trilogy will apply to Trilogy's documents in order to complete Trilogy's review and substantial production of responsive, non-privileged documents on or before August 1.

Pitney Bowes requests that Trilogy inform Pitney Bowes of Trilogy's approach by no later than end of day on July 10, 2025.

We remain willing to meet and confer regarding Trilogy's document production, but our willingness to exchange search terms at this juncture is not (and should not be) a basis for Trilogy to delay reviewing and producing documents. Further, Pitney Bowes will not agree to any extensions that impact the January 2026 trial date.

We look forward to your further cooperation on this matter.

Regards,

Salah Hawkins
Associate Attorney

T: +1 212.351.6319
SHawkins@gibsondunn.com

GIBSON DUNN
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200 Park Avenue, New York, NY 10166-0193

From: Hawkins, Salah
Sent: Tuesday, July 8, 2025 4:05 PM
To: 'Strohschein, Stephen' <sstrohschein@hinshawlaw.com>; Ferrier, Kyle <Kyle.Ferrier@weil.com>; Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; Beck, Richard <rbeck@klehr.com>; Leavell, Christopher <cleavell@klehr.com>; Leslie Luttrell <luttrell@lclawgroup.net>; Pravin.Patel@weil.com; Tauro, Lauren <Lauren.Tauro@weil.com>; Carlson, Clifford <Clifford.Carlson@weil.com>; Rhine, Fredrick <Fredrick.Rhine@weil.com>; Mezzatesta, Jared <Jared.Mezzatesta@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <JFortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>; Rauenzahn, Brianna <BRauenzahn@gibsondunn.com>
Subject: RE: DRF v. Trilogy Leasing Discovery Responses

All,

In advance of the meet and confer, please see attached for our proposal on modifying the case schedule.

Regards,

Salah Hawkins
Associate Attorney

T: +1 212.351.6319
SHawkins@gibsondunn.com

GIBSON DUNN

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From: Strohschein, Stephen <sstrohschein@hinshawlaw.com>
Sent: Tuesday, July 8, 2025 9:53 AM
To: Hawkins, Salah <SHawkins@gibsondunn.com>; Ferrier, Kyle <Kyle.Ferrier@weil.com>; Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; Beck, Richard <rbeck@klehr.com>; Leavell, Christopher <cleavell@klehr.com>; Leslie Luttrell <luttrell@lclawgroup.net>; Pravin.Patel@weil.com; Tauro, Lauren <Lauren.Tauro@weil.com>; Carlson, Clifford <Clifford.Carlson@weil.com>; Rhine, Fredrick <Fredrick.Rhine@weil.com>; Mezzatesta, Jared <Jared.Mezzatesta@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <JFortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>; Rauenzahn, Brianna <BRauenzahn@gibsondunn.com>
Subject: RE: DRF v. Trilogy Leasing Discovery Responses

The time slot works for Hinshaw.

Stephen Strohschein
Partner
Hinshaw & Culbertson LLP

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From: Hawkins, Salah <SHawkins@gibsondunn.com>
Sent: Monday, July 7, 2025 5:10 PM
To: Ferrier, Kyle <Kyle.Ferrier@weil.com>; Strohschein, Stephen <sstrohschein@hinshawlaw.com>; Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; Beck, Richard <rbeck@klehr.com>; Leavell, Christopher <cleavell@klehr.com>; Leslie Luttrell <luttrell@lclawgroup.net>; Pravin.Patel@weil.com; Tauro, Lauren <Lauren.Tauro@weil.com>; Carlson, Clifford <Clifford.Carlson@weil.com>; Rhine, Fredrick <Fredrick.Rhine@weil.com>; Mezzatesta, Jared <Jared.Mezzatesta@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <JFortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>; Rauenzahn, Brianna <BRauenzahn@gibsondunn.com>
Subject: RE: DRF v. Trilogy Leasing Discovery Responses

Thanks Kyle. That window works for Gibson Dunn.

Best,

Salah Hawkins
Associate Attorney

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200 Park Avenue, New York, NY 10166-0193

From: Ferrier, Kyle <Kyle.Ferrier@weil.com>
Sent: Monday, July 7, 2025 6:05 PM
To: Strohschein, Stephen <sstrohschein@hinshawlaw.com>; Hawkins, Salah <SHawkins@gibsondunn.com>; Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; Beck, Richard <rbeck@klehr.com>; Leavell, Christopher <cleavell@klehr.com>; Leslie Luttrell <luttrell@lclawgroup.net>; Pravin.Patel@weil.com; Tauro, Lauren <Lauren.Tauro@weil.com>; Carlson, Clifford <Clifford.Carlson@weil.com>; Rhine, Fredrick <Fredrick.Rhine@weil.com>; Mezzatesta, Jared <Jared.Mezzatesta@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <JFortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>; Rauenzahn, Brianna <BRauenzahn@gibsondunn.com>
Subject: RE: DRF v. Trilogy Leasing Discovery Responses

Our team is free from 5 – 6 pm ET tomorrow if that works.

<image001.jpg>

Kyle Ferrier
Associate

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Miami, FL 33131-3368
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From: Strohschein, Stephen <sstrohschein@hinshawlaw.com>
Sent: Tuesday, July 1, 2025 5:38 PM
To: Hawkins, Salah <SHawkins@gibsondunn.com>; Ferrier, Kyle <Kyle.Ferrier@weil.com>; Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; Beck, Richard <rbeck@klehr.com>; Leavell, Christopher <cleavell@klehr.com>; Leslie Luttrell <luttrell@lclawgroup.net>; Patel, Pravin <Pravin.Patel@weil.com>; Tauro, Lauren <Lauren.Tauro@weil.com>; Carlson, Clifford <Clifford.Carlson@weil.com>; Rhine, Fredrick <Fredrick.Rhine@weil.com>; Mezzatesta, Jared <Jared.Mezzatesta@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <JFortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>; Rauenzahn, Brianna <BRauenzahn@gibsondunn.com>
Subject: RE: DRF v. Trilogy Leasing Discovery Responses

I'm out 2:30-3:30 CT. Otherwise open.

Stephen Strohschein
Partner

Hinshaw & Culbertson LLP

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From: Hawkins, Salah <SHawkins@gibsondunn.com>

Sent: Tuesday, July 1, 2025 4:36 PM

To: Strohschein, Stephen <sstrohschein@hinshawlaw.com>; Ferrier, Kyle <Kyle.Ferrier@weil.com>; Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; Beck, Richard <rbeck@klehr.com>; Leavell, Christopher <cleavell@klehr.com>; Leslie Luttrell <luttrell@lclawgroup.net>; Pravin.Patel@weil.com; Tauro, Lauren <Lauren.Tauro@weil.com>; Carlson, Clifford <Clifford.Carlson@weil.com>; Rhine, Fredrick <Fredrick.Rhine@weil.com>; Mezzatesta, Jared <Jared.Mezzatesta@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <JFortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>; Rauenzahn, Brianna <BRauenzahn@gibsondunn.com>

Subject: RE: DRF v. Trilogy Leasing Discovery Responses

Thanks again for the call today. Per our discussions on the call, please let us know some available time windows to meet on Tuesday, July 8.

Best,

Salah Hawkins

Associate Attorney

T: +1 212.351.6319

SHawkins@gibsondunn.com

GIBSON DUNN

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200 Park Avenue, New York, NY 10166-0193

From: Strohschein, Stephen <sstrohschein@hinshawlaw.com>

Sent: Tuesday, July 1, 2025 9:27 AM

To: Ferrier, Kyle <Kyle.Ferrier@weil.com>; Hawkins, Salah <SHawkins@gibsondunn.com>; Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; Beck, Richard <rbeck@klehr.com>; Leavell, Christopher <cleavell@klehr.com>; Leslie Luttrell <luttrell@lclawgroup.net>; Pravin.Patel@weil.com; Tauro, Lauren <Lauren.Tauro@weil.com>; Carlson, Clifford <Clifford.Carlson@weil.com>; Rhine, Fredrick <Fredrick.Rhine@weil.com>; Mezzatesta, Jared <Jared.Mezzatesta@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <JFortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>

Subject: RE: DRF v. Trilogy Leasing Discovery Responses

Everyone – between Weil's start time of 4:30 ET and Rich Beck's end time of 5:00 ET that only give us ½ an hour. Regardless, I think we should begin the conversation.

Will Weil circulate a call-in #?

Stephen Strohschein

Partner

Hinshaw & Culbertson LLP

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- | - | -

From: Ferrier, Kyle <Kyle.Ferrier@weil.com>

Sent: Monday, June 30, 2025 12:30 PM

To: Hawkins, Salah <sawkins@gibsondunn.com>; Strohschein, Stephen <sstrohschein@hinshawlaw.com>; Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; Beck, Richard <rbeck@klehr.com>; Leavell, Christopher <cleavell@klehr.com>; Leslie Luttrell <luttrell@lclawgroup.net>; Patel, Pravin <Pravin.Patel@weil.com>; Tauro, Lauren <Lauren.Tauro@weil.com>; Carlson, Clifford <Clifford.Carlson@weil.com>; Rhine, Fredrick <Fredrick.Rhine@weil.com>; Mezzatesta, Jared <Jared.Mezzatesta@weil.com>; Maloney, Mary Beth <mmaloney@gibsondunn.com>; Fortney, Jonathan D. <jfortney@gibsondunn.com>; Manakides, Thomas A. <tmanakides@gibsondunn.com>

Subject: RE: DRF v. Trilogy Leasing Discovery Responses

All,

We are available from 4:30 – 6:00 PM ET tomorrow.

Thank you,

<image001.jpg>

Kyle Ferrier

Associate

Weil, Gotshal & Manges LLP
1395 Brickell Avenue, Suite 1200
Miami, FL 33131-3368

Kyle.Ferrier@weil.com

+1 305 577 3124 Direct

+1 305 374 7159 Fax

From:

Sent: Monday, June 30, 2025 11:10 AM

To:

Cc: Tolson Stephanie <stolson@hinshawlaw.com>, Reilly, Marcos <mreilly@hinshawlaw.com>, Beck, Richard <rbeck@klehr.com>, Leavell, Christopher <cleavell@klehr.com>, Leslie Luttrell <luttrell@lclawgroup.net>, Patel, Pravin <Pravin.Patel@weil.com>, Tauro, Lauren <Lauren.Tauro@weil.com>, Carlson, Clifford <Clifford.Carlson@weil.com>, Rhine, Fredrick <Fredrick.Rhine@weil.com>, Mezzatesta, Jared <Jared.Mezzatesta@weil.com>, Maloney, Mary Beth <mmaloney@gibsondunn.com>, Fortney, Jonathan D. <jfortney@gibsondunn.com>, Manakides, Thomas A. <tmanakides@gibsondunn.com>

Subject: RE: DRF v. Trilogy Leasing Discovery Responses

We are available between 4:00 PM and 6:00 PM ET tomorrow.

Thanks,

Salah Hawkins
Associate Attorney

T: +1 212.351.6319
SHawkins@gibsondunn.com

GIBSON DUNN
Gibson, Dunn & Crutcher LLP
200 Park Avenue, New York, NY 10166-0193

From: Strohschein, Stephen <sstrohschein@hinshawlaw.com>
Sent: Friday, June 27, 2025 10:35 AM
To: Hawkins, Salah <SHawkins@gibsondunn.com>
Cc: Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; "Beck, Richard" <RBeck@klehr.com>; cleavell@klehr.com; luttrell@lclawgroup.net; Pravin.Patel@weil.com; "Tauro, Lauren" <Lauren.Tauro@weil.com>; "Carlson, Clifford" <Clifford.Carlson@weil.com>; "Rhine, Fredrick" <Fredrick.Rhine@weil.com>; "Mezzatesta, Jared" <Jared.Mezzatesta@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <JFortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>
Subject: RE: DRF v. Trilogy Leasing Discovery Responses

8-5 (CT) Monday or Tuesday.

Stephen Strohschein
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From: Hawkins, Salah <SHawkins@gibsondunn.com>
Sent: Friday, June 27, 2025 9:29 AM
To: Strohschein, Stephen <sstrohschein@hinshawlaw.com>
Cc: Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; "Beck, Richard" <RBeck@klehr.com>; cleavell@klehr.com; luttrell@lclawgroup.net; Pravin.Patel@weil.com; "Tauro, Lauren" <Lauren.Tauro@weil.com>; "Carlson, Clifford" <Clifford.Carlson@weil.com>; "Rhine, Fredrick" <Fredrick.Rhine@weil.com>; "Mezzatesta, Jared" <Jared.Mezzatesta@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <JFortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>
Subject: RE: DRF v. Trilogy Leasing Discovery Responses

Thanks Stephen. Please let us know potential meeting time windows on Monday and Tuesday.

Best,

Salah Hawkins
Associate Attorney

T: +1 212.351.6319

SHawkins@gibsondunn.com

GIBSON DUNN

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200 Park Avenue, New York, NY 10166-0193

From: Strohschein, Stephen <sstrohschein@hinshawlaw.com>
Sent: Friday, June 27, 2025 8:19 AM
To: Hawkins, Salah <SHawkins@gibsondunn.com>
Cc: Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; "Beck, Richard" <RBeck@klehr.com>; cleavell@klehr.com; luttrell@lclawgroup.net; Pravin.Patel@weil.com; "Tauro, Lauren" <Lauren.Tauro@weil.com>; "Carlson, Clifford" <Clifford.Carlson@weil.com>; "Rhine, Fredrick" <Fredrick.Rhine@weil.com>; "Mezzatesta, Jared" <Jared.Mezzatesta@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <JFortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>
Subject: RE: DRF v. Trilogy Leasing Discovery Responses

In light of Rich Beck's inability to meet today, I'm available anytime Monday or Tuesday (the 30th or the 1st), as of now.

Stephen Strohschein

Partner

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From: Hawkins, Salah <SHawkins@gibsondunn.com>
Sent: Tuesday, June 24, 2025 7:50 PM
To: Strohschein, Stephen <sstrohschein@hinshawlaw.com>
Cc: Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>; "Beck, Richard" <RBeck@klehr.com>; cleavell@klehr.com; luttrell@lclawgroup.net; Pravin.Patel@weil.com; "Tauro, Lauren" <Lauren.Tauro@weil.com>; "Carlson, Clifford" <Clifford.Carlson@weil.com>; "Rhine, Fredrick" <Fredrick.Rhine@weil.com>; "Mezzatesta, Jared" <Jared.Mezzatesta@weil.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Fortney, Jonathan D. <JFortney@gibsondunn.com>; Manakides, Thomas A. <TManakides@gibsondunn.com>
Subject: RE: DRF v. Trilogy Leasing Discovery Responses

Hi Stephen,

Counsel for PBI and counsel for DRF are available to meet and confer on Friday, June 27 at 12:00 PM ET.

Best,

Salah Hawkins
[Associate Attorney](#)

T: +1 212.351.6319
SHawkins@gibsondunn.com

GIBSON DUNN
Gibson, Dunn & Crutcher LLP
200 Park Avenue, New York, NY 10166-0193

From: "Strohschein, Stephen" <sstrohschein@hinshawlaw.com>
Date: June 23, 2025 at 12:09:26 PM EDT
To: Pravin.Patel@weil.com, "Tauro, Lauren" <Lauren.Tauro@weil.com>,
"Carlson, Clifford" <Clifford.Carlson@weil.com>, "Rhine, Fredrick"
<Fredrick.Rhine@weil.com>, "Mezzatesta, Jared"
<Jared.Mezzatesta@weil.com>, "Fortney, Jonathan D."
<JFortney@gibsondunn.com>, "Maloney, Mary Beth"
<MMaloney@gibsondunn.com>, "Aslaoui, Mimra"
<MASlaoui@gibsondunn.com>, "Rauenzahn, Brianna"
<BRauenzahn@gibsondunn.com>, "Whetstone, Nicholas"
<NWhetstone@gibsondunn.com>, "Beck, Richard" <RBeck@klehr.com>,
luttrell@lclawgroup.net
Cc: "Tolson, Stephanie" <stolson@hinshawlaw.com>, "Reilly, Marcos"
<mreilly@hinshawlaw.com>
Subject: RE: DRF v. Trilogy Leasing Discovery Responses

Everyone –

It's been over a week now and I've received no response to the email below requesting a meet and confer call.

Let me know if we can meet this week.

Stephen Strohschein
Partner
Hinshaw & Culbertson LLP

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sstrohschein@hinshawlaw.com

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— | — | —

From: Strohschein, Stephen
Sent: Sunday, June 15, 2025 4:14 PM
To: Patel, Pravin <Pravin.Patel@weil.com>; Tauro, Lauren <Lauren.Tauro@weil.com>;
Carlson, Clifford <Clifford.Carlson@weil.com>; Rhine, Fredrick
<Fredrick.Rhine@weil.com>; Mezzatesta, Jared <Jared.Mezzatesta@weil.com>; Fortney,
Jonathan D. <JFortney@gibsondunn.com>; Maloney, Mary Beth
<MMaloney@gibsondunn.com>; Aslaoui, Mimra <MASlaoui@gibsondunn.com>;

Rauenzahn, Brianna <BRauenzahn@gibsondunn.com>; Whetstone, Nicholas <NWhetstone@gibsondunn.com>; Beck, Richard <RBeck@klehr.com>; luttrell@lclawgroup.net
Cc: Tolson, Stephanie <stolson@hinshawlaw.com>; Reilly, Marcos <mreilly@hinshawlaw.com>
Subject: DRF v. Trilogy Leasing Discovery Responses

Ladies and Gentlemen,

I am emailing pursuant to FRCP 37 (Bankruptcy Rule 7037) to request a meet and confer conference call as a follow up to the discovery responses. Can we set a date and time during this week? Later in the week is better for me, so I'll start with a suggestion of a call on Thursday or Friday, the 19th or 20th.

Here are some (not all) of the agenda items that are on my list; I'm sure you have others:

1. Are we in agreement on a 1/1/18 cutoff date for document production and that the parties will not need to produce anything older?
2. Is there an agreement on when the “rolling productions” will begin? Are we in agreement that the goal is to complete document production by July 18th?
3. PBI objects to some of our broad requests saying it “will not agree at this time to search for and produce” all documents on the given topic, yet it propounds similarly broad requests of Trilogy. What will be the mutually agreed approach? Do we want to agree on other search terms or protocols to reduce the number of documents produced?
4. PBI frequently fails to respond to our interrogatory requests to identify documents responsive to an inquiry, which failure it then uses to deny production of documents saying that it did not identify any documents. We need to know if PBI will undertake a good faith review of its records and produce documents responsive to our discovery requests. In particular, but without waiving any other rights, we would like a specific response on interrogatories 18, 19, and 20, pursuant to requests for production 19, 20, and 21, as we are entitled to see all of the documents relative to the payments made by PBI to Trilogy that relate to this action, including more detailed information about how the “centralized payment process” worked, the directives from DRF for the establishment of the operative automatic payments, any interim communications and then communications with Hilco and the Liquidating Agent once those parties came into the picture. The liquidating agent has agreed to produce the documents in its possession, but I presume that more of the historical documents are in the possession of PBI.
5. We note that PBI and the Liquidating Agent describe the process for DRF’s reimbursing PBI for the payments to Trilogy differently and we would like to

see all documents relevant to these requests. For example, the Liquidating Agent says in response to Interrogatory No. 20 says that reimbursement was made “simultaneously” with PBI’s payment of Trilogy. On the other hand, PBI says that the intercompany receivables and payables were “generally settled on an annual basis.” Consequently, we need to see the specific documentation showing the reimbursement by DRF or the Liquidating Agent of each payment reflected on the Liquidating Agent’s Exhibit 2 and Exhibit 3.

Let me know if we’re going to be able to set up a call for later this week.

Thanks.

Stephen Strohschein

Partner

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sstrohschein@hinshawlaw.com

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<Revised Exhibit 2 to Trilogy ROG Responses (7.9.25).pdf>

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EXHIBIT D

From: [Strohschein, Stephen](#)
To: [Ferrier, Kyle](#); [Hawkins, Salah](#); [Rhine, Fredrick](#); [Beck, Richard](#)
Cc: [Tolson, Stephanie](#); [Reilly, Marcos](#); [Leavell, Christopher](#); [Leslie Luttrell](#); [Pravin.Patel@weil.com](#); [Tauro, Lauren](#); [Carlson, Clifford](#); [Craig, Veronica](#); [Cohen, Alex](#); [Maloney, Mary Beth](#); [Fortney, Jonathan D.](#); [Manakides, Thomas A.](#); [Cernak, Stella](#); [Rauenzahn, Brianna](#); [Turner, Melissa](#)
Subject: Trilogy 2nd Document Production; DRF, LLC v. Trilogy Leasing Co., LLC, No. 24-03205 (Bankr. S.D. Tex.)
Date: Friday, August 1, 2025 4:24:46 PM
Attachments: [image005.jpg](#)
[image006.jpg](#)
[image007.jpg](#)
[image008.jpg](#)
[image009.jpg](#)
[image010.jpg](#)
[image011.jpg](#)
[2025-07-15 Search Terms.xlsx](#)

This Message Is From an External Sender
This message came from outside your organization.

Counsel,

You will be shortly receiving an email with a link to Trilogy's second document production and a separate email with the password for the same. Trilogy is making its second production of documents in response to the Requests For Production served on it by Pitney Bowes and the Liquidating Agent. Trilogy's production being provided today is without prejudice to, and shall not constitute a waiver of, any objections or responses Trilogy made in response to those Requests For Production. Further, Trilogy's production is subject to the protections and restrictions set forth in the Court-ordered Protective Order (ECF No. 288) subject to whatever modification or amendment may be agreed upon by the Parties for the referenced Adversary, pursuant to the request of Mitsubishi.

The document count we are producing today is 60,413 documents, Bates Numbers DEF013041 to DEF283160, or over 270,00 pages.

To address Salah's email of July 25th, these documents are being produced without individual review and as such all rights are reserved under the Protective Order for the return of inadvertently produced irrelevant and/or privileged documents. Trilogy initially employed the search terms with modifications as provided by Gibson Dunn. The attached Excel document reflects the non-substantive modifications to the search terms employed. The resulting document set required further refinement as I emailed to you on July 14th.

This resulted in a set of approximately 69,000 documents after culling for privilege, but our spot-checking of that set continued to reflect too many irrelevant documents, such that we added further search terms (the names and abbreviations of clients of Trilogy other than Pitney) to derive the set being produced today.

Let me know of any questions.

Salah, please address the same questions that you asked of us when you provide your production set of documents, what search terms were employed and any further refinements of the search terms you previously provided us.

Given the extensive number of documents being produced which have not been reviewed, the extensive number of documents not being produced that need to be reviewed for privilege and possible supplemental production, and the extensive number of documents we anticipate receiving from other parties, I again raise the need to revise the current scheduling order. I will wait to see the total number of documents being produced before suggesting a specific timetable, but again, I do not see how any reasonable schedule can maintain the January trial date.

As Richard pointed out in his email, this document review must take place prior to agreeing to provide the Trilogy/Kingsbridge witnesses to be deposed. We are willing to meet and confer but also ask for confirmation that the noticed depositions will not proceed until we have such time to discuss these matters and agree upon a reasonable approach.

Sincerely,

Stephen Strohschein

Partner

Hinshaw & Culbertson LLP

400 Convention Street, Suite 1001, Baton Rouge, LA 70802

O: 225-333-3243 | F: 225-410-8109

sstrohschein@hinshawlaw.com

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7	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Master Lease Agreement" OR "Master Equipment Lease Agreement" OR MLA OR (master w/5 leas*) OR ("Equipment Supplement") OR (equipment* w/5 supplement*))) AND (chute* OR conveyor* OR scanner* OR sortation OR sorter* OR dumper* OR fall protection OR push tray OR signal indicator OR slowdown flap)
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9	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Master Lease Agreement" OR "Master Equipment Lease Agreement" OR MLA OR (master w/5 leas*) OR ("Equipment Supplement") OR (equipment* w/5 supplement*))) AND (fixture* OR Uniform Commercial Code OR UCC OR (article w/5 9-102))
10	(Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ((chute* OR conveyor* OR scanner* OR sortation OR sorter* OR dumper* OR "fall protection" OR "push tray" OR "signal indicator" OR "slowdown flap") AND (fixture* OR "Uniform Commercial Code" OR "UCC" OR (article w/5 9-102)))
11	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Master Lease Agreement" OR "Master Equipment Lease Agreement" OR MLA OR (master w/5 leas*) OR ("Equipment Supplement") OR (equipment* w/5 supplement*))) AND ((value w/5 fair) OR (value w/5 market) OR (value w/5 loss) OR (value w/5 casualty) OR (value w/5 terminat*) OR (value w/5 residual))

Term #	Term
11	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Master Lease Agreement" OR "Master Equipment Lease Agreement" OR MLA OR (master w/5 leas*) OR ("Equipment Supplement") OR (equipment* w/5 supplement*))) AND (apprais* OR (economic w/5 life) OR (interest* w/5 residual) OR (rate* w/5 market))
12	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Master Lease Agreement" OR "Master Equipment Lease Agreement" OR MLA OR (master w/5 leas*) OR ("Equipment Supplement") OR (equipment* w/5 supplement*))) w/100 (return* OR remov* OR dispos* OR requisition* OR reacqui* OR repossess*)
13	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Master Lease Agreement" OR "Master Equipment Lease Agreement" OR MLA OR (master w/5 leas*) OR ("Equipment Supplement") OR (equipment* w/5 supplement*))) w/100 (market* OR buy* OR purchas* OR sale* OR sell* OR solicit* OR bid* OR auction* OR assign*)
14	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) AND "Equipment Supplement"
14	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) AND "Master Equipment Lease Agreement"
14	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) AND "Master Lease Agreement"
14	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) AND (apprais*)
14	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) AND (economic w/5 life)
14	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) AND (equipment* w/5 supplement*)
14	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) AND (interest* w/5 residual)
14	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) AND (leas* w/5 rate*)

Term #	Term
14	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) AND (master w/5 leas*)
14	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) AND (period* w/5 rent*)
14	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) AND (rate* w/5 market)
14	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) AND (rent* w/5 rate*)
14	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) AND (return w/5 rate*)
14	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) AND (value w/5 casualty)
14	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) AND (value w/5 fair)
14	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) AND (value w/5 loss)
14	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) AND (value w/5 market)
14	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) AND (value w/5 residual)
14	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) AND (value w/5 terminat*)

Term #	Term
14	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) AND MLA
15	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) w/100 principal
15	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) w/100 assign*
15	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) w/100 auction*
15	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) w/100 bid*
15	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) w/100 buy*
15	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) w/100 financ*
15	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) w/100 interest*
15	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) w/100 lien*
15	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) w/100 loan*
15	((Newgistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) w/100 market*

Term #	Term
15	((Newistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) w/100 purchas*
15	((Newistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) w/100 sale*
15	((Newistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) w/100 sell*
15	((Newistics OR "Pitney Bowes" OR Pitney OR PBI OR PBGL OR Presort OR GEC OR DRF) AND ("Associated Bank" OR Atalaya OR "Blue Owl" OR "CIT Bank" OR "CIT Finance" OR Crestmark OR "First Citizens" OR "First Midwest" OR Hitachi OR Mitsubishi OR "Nations Fund" OR "Old National" OR Pathward OR "SLR Equipment" OR Wingspire OR Wintrust)) w/100 solicit*

EXHIBIT E

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

DRF LOGISTICS, LLC,

Debtor.¹

Chapter 11

Case No. 24-90447 (CML)

DRF, LLC

Plaintiff,

v.

TRILOGY LEASING CO., LLC

Defendant.

Adversary No. 24-03205

**LIQUIDATING AGENT'S & PITNEY BOWES INC.'S
CORRECTED JOINT OPPOSITION TO DEFENDANT'S EMERGENCY
MOTION
FOR ORDER MODIFYING SCHEDULING ORDER AND CONTINUANCE**

[Relates to Docket ~~No~~Nos. 68 & 73]

¹ The last four digits of DRF Logistics, LLC's federal tax identification number are 6861. DRF Logistics, LLC's mailing address is 3001 Summer Street Stamford, CT 06926. The chapter 11 case of DRF Logistics, LLC's affiliate DRF, LLC, Case No. 24-90446, was closed effective as of January 22, 2025. See Case No. 24-90446, Docket No. 13. Together, DRF Logistics, LLC and DRF, LLC are referred to as "DRF."

Eric Kaup, in his capacity as the liquidating agent (the “**Liquidating Agent**”) and Pitney Bowes Inc. (“**Pitney Bowes**”), by and through their undersigned counsel submit this Corrected² Joint Opposition to the Emergency Motion for Order Modifying Scheduling Order and Continuance (Dkt. 68) (the “**Motion**”), filed by Trilogy Leasing Co., LLC (the “**Defendant**”).

PRELIMINARY STATEMENT

1. Defendant’s so-called “Emergency Motion” is an emergency entirely of its own making, manufactured for self-serving ends. Four months ago, the Court set a case schedule “in stone” (Dkt. 57, Tr. at 12:20-25), with a trial date scheduled for January 29, 2026. Pitney Bowes and the Liquidating Agent have worked diligently to adhere to that schedule and along the way attempted to provide reasonable extensions to Defendant. Despite those accommodations, Defendant blew the substantial completion deadline and now asks the Court to *double* the length of time for the entire case schedule. This includes moving the already passed substantial completion deadline by more than three months and pushing the trial date back by eight months—all because it is admittedly unprepared to proceed. A poor excuse is not diligence. And granting the requested extension would not only severely prejudice the Liquidating Agent and Pitney Bowes, but also the interested parties who await resolution of

² Liquidating Agent and Pitney Bowes submit this corrected opposition brief because the original brief (ECF. No. 73) incorrectly stated that Liquidating Agent and Pitney Bowes had produced over 36,000 documents in this action. That number inadvertently included the approximately 20,000 documents that Pitney Bowes has produced in the underlying bankruptcy action. In this adversary proceeding, Pitney Bowes has produced approximately 15,000 documents, and Liquidating Agent has produced approximately 2,000 pages. Pitney Bowes provided this corrected information to Defendant on August 12, 2025, and the parties remain engaged in discussions to reach an agreed-upon modified scheduling order. As previously stated, unlike Defendant’s production, all of the approximately 15,000 documents were timely produced and reviewed, and both Pitney Bowes and Liquidating Agent have substantially completed their productions. A redline reflecting all changes in this corrected brief is attached hereto as Exhibit E.

DRF's chapter 11 case, which cannot proceed until this Adversary Proceeding has been resolved.

On this record, the Court should reject Defendant's request.

2. Defendant has delayed at every step of discovery, including that it:

- Produced only 1,200 documents prior to the substantial completion deadline;
- Produced approximately 60,000 documents on the substantial completion deadline, which it admits it "ha[s] not reviewed," Ex. B;
- Has "another 60,000 documents (approx.) that still need to be reviewed for relevance and privilege and possible supplemental production," leaving almost half of its potentially relevant documents unproduced by the deadline, a fact that Defendant did not disclose until three days *after* the deadline had passed, Ex. B;
- Objected to the taking of any of its own employee depositions timely noticed in accordance with the Scheduling Order because it has "not had adequate time to prepare its employees for any depositions in this matter," Mot. ¶ 19; and
- Failed to schedule any depositions, which must be completed by August 22, 2025.

In contrast, Pitney Bowes and Liquidating Agent, in combination, have made rolling productions of ~~over 36,000~~approximately 15,000 documents that were reviewed for responsiveness and timely produced; served six third-party subpoenas; noticed five depositions; and both will be prepared to proceed with depositions of their own witnesses, should Defendant notice any.

3. If the party seeking to modify a scheduling order "***was not diligent, the inquiry should end.***" *In re Roquemore*, 2010 WL 148189, at *2 (Bankr. S.D. Tex. Jan. 8, 2010) (emphasis added). That is the case here, and it's not even close. Rather than the grossly excessive eight-month extension sought by Defendant, Pitney Bowes and the Liquidating Agent have instead offered Defendant—and continue to offer in response to Defendant's Motion here—a reasonable extension of discovery deadlines, as reflected in Column D of Exhibit A attached hereto, which will protect the trial date set by the Court.

4. At bottom, Defendant is litigating this case, where it alleges entitlement to "in excess of \$76 million" in proceeds from the Equipment Supplements at issue, (Dkt. 9 at 4),

as if there is nothing significant at stake. Defendant must dedicate the appropriate resources to litigate this case and meet Court-ordered deadlines set four months ago. It cannot sit on its hands and manufacture delay to thwart prompt resolution of this dispute. The January 29, 2026, trial date should not be continued.

FACTUAL BACKGROUND

5. Early in this case, the parties were unable to reach an agreed-upon schedule. Accordingly, on November 3, 2024, DRF filed an Emergency Motion Requesting Entry of Scheduling Order. (Dkt. 14). Defendant opposed that motion because it was “not willing to discuss scheduling before it has filed its responsive pleading.” (Dkt. 15 ¶ 8).

6. On November 15, 2024, Defendant filed its Motion to Dismiss. (Dkt. 18).

7. On April 1, 2025, the Court held a status conference at which it instructed the parties to file proposed scheduling orders, or, in the alternative, the Court would select dates. The Court made clear that “I’m a little flexible around the edges” for the schedule, but that “I’m not going to . . . move stuff for, like, three weeks or something like that.” (Dkt. 57, Tr. at 11:21-12:11). The Court further stated that it wanted to “get [a schedule] in stone, and . . . let the parties start getting into discovery matters.” *Id.* at 12:20–25.

8. The parties then agreed on a schedule, which was reflected in the Order Approving Schedule for Adversary Proceedings entered by the Court on April 9, 2025. (Dkt. 59). That schedule set deadlines of April 28, 2025, for the parties to serve written or document discovery requests, July 18, 2025, for the substantial completion of document productions and written discovery, and August 22, 2025, to complete all fact depositions. *Id.*

9. On April 28, 2025, Pitney Bowes and the Liquidating Agent served document requests on Defendant, to which Defendant untimely responded on June 4, 2025—waiving their objections.

10. Defendant also served document requests on the Liquidating Agent and Pitney Bowes on April 28, 2025, to which the Liquidating Agent and Pitney Bowes timely responded on May 28, 2025.

11. On July 2, 2025, Pitney Bowes served six third-party subpoenas.

12. On July 8, 2025, the parties met and conferred, during which Defendant expressed concern that it would not be able to meet the substantial completion deadline. Pitney Bowes and the Liquidating Agent offered to extend the deadline for document productions from July 18, 2025, until August 1, 2025. At the same time, the Liquidating Agent and Pitney Bowes underscored the importance of preserving the trial date set by the Court and made clear that they would not consent to further delays that could jeopardize it. Defendant stated that it still had concerns about meeting the proposed new deadline in light of the volume of documents that the search terms it had selected had returned. Ex. C.

13. To accommodate Defendant's concerns, Pitney Bowes took it upon itself to provide Defendant with more limited search terms to reduce Defendant's review population. Pitney Bowes also proposed that Defendant (1) immediately produce the documents that were identified by those search terms and that did not contain any terms indicating that the documents were privileged, and (2) review the remaining documents for responsiveness and privilege. That way, Pitney Bowes and the Liquidating Agent could get Defendant's production in sufficient time to prepare for depositions, taking upon themselves the cost and burden of reviewing Defendant's production for responsiveness. Defendant refused to accept this offer.

14. The parties met and conferred again on July 15, 2025. Defendant again expressed concern that it would not meet the proposed substantial completion deadline. Pitney Bowes and the Liquidating Agent stated that they remained unwilling to extend the schedule in a way that would jeopardize the January 29, 2026, trial date set by the Court. The parties ultimately agreed to extend only the substantial completion deadline until August 1, 2025. Ex. C.

15. Pitney Bowes has conducted a full responsiveness review and produced a total of approximately ~~36,000~~15,000 documents in rolling productions on July 18, July 25, and August 1, 2025. All that is remaining from Pitney Bowes is any small clean-up productions that it will be making as it assesses privilege calls on withheld documents.

16. Additionally, the Liquidating Agent has conducted a full responsiveness review and produced more than 2,000 pages in rolling productions on July 18 and August 1, 2025. The Liquidating Agent may also have small clean-up productions that it will be making as it assesses privilege calls on withheld documents.

17. Despite the extended deadline, Defendant, in contrast, did not make rolling productions and instead produced 60,000 documents on the already-extended substantial completion deadline of August 1, 2025. Moreover, that production included documents that Defendant conceded “are [documents] being produced without individual review” and that it had another 60,000 documents left to review for responsiveness and privilege. Ex. D. In other words, Defendant did exactly what Pitney Bowes had proposed nearly four weeks earlier, except that Defendant waited until the extended substantial completion deadline to do so. Defendant offers no explanation for why it waited nearly four weeks to produce documents that it did not even bother to review and it could have been produced earlier. Defendant also offers no

explanation for why it insists that it needs to review the remaining 60,000 documents it has not yet produced.

18. Importantly, Defendant did not disclose that it would withhold approximately 60,000 documents prior to the production deadline, despite numerous meet-and-confers and related communications. While Defendant did express concerns about its ability to complete production, both the Liquidating Agent and Pitney Bowes made clear that all parties were expected to meet their obligations by the deadline, subject only to consensual extensions that would not affect the trial date. Instead, Defendant operated on its own timeline, withheld nearly half of its potentially responsive documents, waited three days after the deadline to notify the parties, and five days to seek Court approval.

19. Additionally, Defendant refused to sit for timely noticed depositions in accordance with the Court's Scheduling Order. The previous consensual extension of the substantial completion deadline had the effect of compressing the time between document productions and fact depositions, something the parties were aware of when they agreed to the extension. Accordingly, on July 25, 2025, Pitney Bowes promptly noticed depositions of Defendant's witnesses for August 7, 8, 11, 12, and 13, 2025, noting a willingness to meet and confer regarding those placeholder dates. Defendant did not offer alternative dates for these depositions and has not noticed any depositions that it intends to take. Instead Defendant informed the parties by email that it would not appear for the timely noticed depositions and did not offer alternative dates.

20. On August 4, 2025, *after* failing to meet the substantial completion deadline, Defendant requested that Pitney Bowes and the Liquidating Agent agree to an

outlandish eight-month extension of the entire case schedule in order to accommodate Defendant's deficient discovery efforts. Ex. B.

21. Pitney Bowes promptly rejected Defendant's eight-month extension. In the interest of compromise, however, Pitney Bowes offered to further extend the deadline for the completion of document discovery from August 1, 2025, until August 15, 2025, and the deadline for fact depositions from August 22, 2025, until September 12, 2025. Ex. B. The Liquidating Agent similarly offered to meet and confer regarding an appropriate schedule. Pitney Bowes' proposed extensions would provide sufficient time for Defendant to complete its document productions and for the parties to prepare for and complete fact witness depositions while maintaining the January 29, 2026, trial date. In light of Defendant's scheduling gamesmanship, Pitney Bowes requested that if Defendant would not agree to the compromise, Defendant should promptly file a motion with the Court. Ex. B. Defendant did not accept the compromise and instead filed the instant Motion.²³

22. The Liquidating Agent and Pitney Bowes propose a similar schedule here that it offered to Defendant, which is reflected in Column D of Exhibit A, attached hereto.

ARGUMENT

23. When considering a motion to amend a scheduling order, the Court has "broad discretion to preserve the integrity and purpose of the pretrial order, which, toward the end of court efficiency, is to expedite pretrial procedure." *S&W Enters., L.L.C. v. SouthTrust Bank of Alabama, NA*, 315 F.3d 533, 535 (5th Cir. 2003) (internal quotation marks and citations omitted). "Once a scheduling order is entered, it 'may be modified for good cause and with the

²³ In light of this compromise offer, Defendant's claim that "Counsel for Trilogy has reached out to counsel for Pitney Bowes for a meet and confer, but to no avail," Mot. ¶ 19, is baseless.

judge's consent.'" *Roqumore*, 2010 WL 148189, at *1 (quoting Fed. R. Bankr. P. 7016; Fed. R. Civ. P. 16(b)(4)).

24. When assessing "good cause," courts consider the following four factors: "(1) the explanation for the failure to [conform to the scheduling order]; (2) the importance of the [proposed modification]; (3) potential prejudice in allowing the [proposed modification]; and (4) the availability of a continuance to cure such prejudice." *Id.* (internal quotation marks and citations omitted) (modifications in original). However, "the focus of the inquiry is upon the moving party's reasons for seeking modification." *Id.* at 2 (quoting *Johnson v. Mammoth Recreations Inc.*, 975 F.2d 604, 610 (9th Cir. 1992)). To show good cause "the party seeking relief . . . [must] show that the deadlines cannot reasonably be met **despite the diligence of the party needing the extension.**" *Id.* (internal quotation marks and citations omitted) (emphasis added); *see also In re Dabney*, 604 B.R. 233, 237 (Bankr. D.S.C. 2019) ("Properly construed, 'good cause' means that scheduling deadlines cannot be met despite a party's diligent efforts."). "**If [the moving] party was not diligent, the inquiry should end.**" *Roqumore*, 2010 WL 148189, at *2 (emphasis added).³⁴

25. Defendant largely fails to address any of the four factors that courts consider on motions to modify a schedule. This is no surprise because all four factors weigh heavily against Defendant's requested eight-month extension.

26. *First*, Defendant offers no legitimate explanation for why it has been unable to meet its deadlines—the most important factor. Defendant instead offers only

³⁴ Defendant also purports to rely on Fed. R. Bankr. P. 9006(b), which states that "the court may – at any time and for cause – extend the time to act if: (A) with or without a motion or notice, a request to extend is made before the period (or a previously extended period) expires." This provision is inapplicable on its face because Defendant filed its Motion seeking to extend document discovery after the substantial completion deadline passed.

self-serving, conclusory statements that it has made “herculean, good faith efforts” in producing 60,000 documents, Mot. ¶ 23, which Defendant concedes it “ha[s] not reviewed,” Ex. B.⁴⁵ Defendant received requests for production from the Liquidating Agent and Pitney Bowes on April 28, 2025. More than two months later, on July 8, 2025, Defendant first raised concerns about its ability to meet its production obligations. Notably, Defendant offers no explanation what good faith efforts, if any, it made to comply with the Court’s deadline. Had Defendant acted diligently beginning in April, it would have reasonably anticipated the scope and significance of its production well before the original deadline. Defendant had ample time to retain a vendor or allocate additional resources to meet its obligations under the Court’s Scheduling Order. However, there is no indication that Defendant made any reasonable effort to prepare its production during those early months.

27. Four weeks ago, Pitney Bowes and the Liquidating Agent offered to accept an unreviewed production from Defendant, as long as it was promptly made. This is what Defendant ultimately did, except that it waited until the substantial completion deadline to do so. And even then, Defendant claims to have another 60,000 documents to review and produce. Ex. B. But none of this explains *why* Defendant failed to meet the Court’s deadlines. Defendant offers no information about when it started its document production process; how many attorneys it has dedicated to its document production; how many hours those attorneys worked; the expense it has incurred; or any details whatsoever about its efforts to show actual diligence. *Dabney*, 604 B.R. at 237 (rejecting motion to modify schedule where moving party “provided no

⁴⁵ Pitney Bowes invited Defendant to produce unreviewed documents on the condition that Defendant produce them promptly in an effort to keep discovery moving. Because Defendant waited until the substantial completion deadline to produce unreviewed documents, it is a classic document dump and contrary to Defendant’s discovery obligations. *See Youngevity Int’l Corp. v. Smith*, 2017 WL 6541106, at *1, *12 (S.D. Cal. Dec. 21, 2017) (party failed to fulfill its discovery obligations by making a “document dump” in which it produced all results of keyword searches without doing any relevance review to remove nonresponsive documents).

specific information or evidence to support the timeliness or extent of counsel’s prior efforts to expound discovery or to review the documents produced . . . during the discovery period”). Thus, Defendant’s failure to prove up its diligence was not an oversight—it simply has no facts to support such a showing.

28. Defendant also claims that it was “unaware of the magnitude of its own production files, and the files it would receive, when the current scheduling order was entered” and that completing discovery is a “logistical impossibility.” Mot. ¶¶ 16, 17. But Defendant had ample notice of the work that was going to be required of it since this case was first filed on October 1, 2024, and yet failed to devote adequate resources to the task. Pitney Bowes and the Liquidating Agent served their document requests on April 28, 2025 (months ago) and just weeks after the Court entered the April 9, 2025, scheduling order. At that point, Defendant knew what was being requested and must have had some idea as to the effort required to produce responsive documents when it served written responses on June 4, 2025. And certainly by the July 8, 2025 meet and confer, at which Defendant expressed its concerns about its inability to meet the deadlines, it knew full well the scope of its obligations. Defendant “should have anticipated . . . [its] workload” and “planned accordingly.” *Hernandez v. Mario’s Auto Sales, Inc.*, 617 F. Supp. 2d 488 (S.D. Tex. 2009) (denying request to modify schedule). Instead, Defendant failed to act until after it blew the substantial completion deadline. That dilatory conduct does not warrant the extension that Defendant seeks.

29. *Second*, the only importance to the requested extension is that without it, Defendant is unprepared for what’s to come under the case schedule. But unpreparedness resulting from a lack of diligence cannot justify Defendant’s extension request. *See Roqumore*, 2010 WL 148189, at *1–2. Moreover, Defendant’s specific request is specious. The parties do

not require an additional eight months to bring this case to trial. And Defendant does not require three additional months for document production and five months for depositions. Indeed, Defendant's Motion and proposed schedule cast serious doubt on whether Defendant has acted in good faith in attempting to comply with the Court's deadlines. Notably, prior to the entry of the Scheduling Order, Defendant advocated for a trial date in June 2026. Through repeated delays and disregard for applicable deadlines, Defendant now seeks to compel the Court to revise the Scheduling Order to align with its original preference. The Court-ordered deadline was not a mere suggestion, it was set "in stone." (Dkt. 57, Tr. at 12:20-25). The Liquidating Agent and Pitney Bowes have invested substantial effort to meet these deadlines. Defendant should not be permitted to impose its preferred timeline on other parties or the Court simply by failing to act with diligence. Defendant simply needs to devote adequate resources to this case that are commensurate with the \$76 million alleged to be at issue, as Pitney Bowes and the Liquidating Agent have done. To the extent Defendant requires additional time to review documents, Pitney Bowes and the Liquidating Agent have offered a reasonable extension that should be more than sufficient, if Defendant was willing to expend the effort.

30. *Third*, the prejudice in granting Defendant's proposed schedule would be material. Following confirmation of DRF's chapter 11 plan, the Liquidating Agent has been working to reconcile claims in advance of making distributions in accordance with the plan. Given the liquidation of DRF through the chapter 11 process, DRF's resources are extremely limited, and any additional expense and delay may have a negative impact on all interested parties. The Liquidating Agent and Pitney Bowes would also suffer unique and significant prejudice because they timely met the substantial completion deadline, while Defendant continues to withhold nearly half of its expected production. If Defendant's Motion were

granted, it would have three additional months to prepare its case with the Plaintiff's production, while the Liquidating Agent and Pitney Bowes would have to wait for Defendant's inevitably leisurely production of half of its documents.

31. *Fourth*, a continuance would not cure the prejudice here, it would exacerbate it. The Liquidating Agent and Pitney Bowes oppose the massive extension requested by Defendant precisely because the prejudice to them only increases the longer this Adversary Proceeding drags on. *S&W Enters., L.L.C.*, 315 F.3d at 537 (affirming district court's refusal to modify schedule where "the district court found that a continuance would unnecessarily delay the trial").

32. Unable to meet any of the four factors, Defendant also argues that the schedule should be modified because the Court has not yet ruled on Defendant's motion to dismiss. Mot. ¶ 26. This is old news. As Defendant is aware, the Court set the schedule fully aware that Defendant's motion was pending, and the Court has already expressed disagreement with the bases for the pending motion. (Dkt. 57, Tr. at 11:21-12:118:1-9:7). Moreover, Defendant could have moved on this basis at any time since the schedule was entered on April 9, 2025. Instead, Defendant only raises this argument now, after it has blown its substantial completion deadline, as an excuse for further delay. Having been on notice that discovery was proceeding despite its pending motion, Defendant cannot sit on its rights and only raise the issue at a strategically advantageous moment.

CONCLUSION

For reasons articulated above, the Liquidating Agent and Pitney Bowes respectfully request that the Court deny Defendant's Motion, and enter the revised case schedule specified in Column D of Exhibit A.

Dated: August 820, 2025

Respectfully submitted,

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Counsel to the Liquidating Agent

Certificate of Conference

The undersigned hereby certifies that, as outlined in the Opposition, counsel for the parties conferred regarding the relief requested in the Motion and were unable to resolve the matter.

/s/ Mary Beth Maloney

Certificate of Service

I hereby certify that on August 820, 2025, I caused a copy of the foregoing document to be served on counsel of record in the above-captioned Adversary Proceeding via the Court's ECF system.

/s/ Mary Beth Maloney _____

Summary report: Litera Compare for Word 11.10.1.2 Document comparison done on 8/20/2025 6:52:38 PM	
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Intelligent Table Comparison: Active	
Original filename: C:\Users\15762\OneDrive - GIBSON DUNN\Desktop\Corrected Brief PBI - Opposition to Defendant's Motion to Modify Schedule (combined).docx	
Modified filename: C:\Users\15762\OneDrive - GIBSON DUNN\Desktop\Corrected Brief PBI - Corrected Opposition to Defendant's Motion to Modify Schedule.docx	
Changes:	
Add	17
Delete	12
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	29

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

DRF LOGISTICS, LLC,

Debtor.¹

Chapter 11

Case No. 24-90447 (CML)

DRF, LLC

Plaintiff,

v.

TRILOGY LEASING CO., LLC

Defendant.

Adversary No. 24-03205

**ORDER DENYING DEFENDANT'S EMERGENCY MOTION FOR ORDER
MODIFYING SCHEDULING ORDER AND CONTINUANCE AND APPROVING
LIQUIDATING AGENT'S AND PITNEY BOWES'S PROPOSED SCHEDULE**

[Relates to Dockets Nos. 68, 73 & ____]

Before the Court is (1) the motion of Defendant Trilogy Leasing Co., LLC for an Order Modifying Scheduling Order and Continuance (the “Motion”); and (2) Pitney Bowes Inc.’s (“Pitney Bowes”) and DRF’s Joint Opposition to the Motion (the “Opposition”), which proposes an alternative schedule to that requested by Defendant in the Motion. Having considered the Motion and the Opposition, the Court finds that the Motion should be and is hereby DENIED and the schedule proposed by the Opposition should be and is hereby GRANTED.

¹ The last four digits of DRF Logistics, LLC’s federal tax identification number are 6861. DRF Logistics, LLC’s mailing address is 3001 Summer Street Stamford, CT 06926. The chapter 11 case of DRF Logistics, LLC’s affiliate DRF, LLC, Case No. 24-90446, was closed effective as of January 22, 2025. See Case No. 24-90446, Docket No. 13. Together, DRF Logistics, LLC and DRF, LLC are referred to as “DRF.”

IT IS HEREBY ORDERED THAT

1. Defendant's Emergency Motion for Order Modifying Scheduling Order and Continuance is denied.
2. The schedule proposed by Pitney Bowes and DRF, a copy of which is annexed to this Order as Exhibit 1, is hereby approved.
3. This Court retains exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: _____, 2025
Houston, Texas

CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Event	Deadline
Substantial completion of document production and responses to written discovery	August 1, 2025
Full completion of document productions and responses to written discovery	August 15, 2025
Fact Depositions (if any) Completed	September 24, 2025
Affirmative Expert Disclosures	October 1, 2025
Rebuttal Expert Disclosures (if any)	October 17, 2025
Expert Depositions (if any) Completed	October 31, 2025
Parties to file dispositive motions (if any)	November 14, 2025
Parties to file response briefs to dispositive motions (if any)	December 5, 2025
Parties to file reply briefs to dispositive motions (if any)	December 15, 2025
Exchange Proposed Witness and Exhibit Lists	December 30, 2025
Exchange Deposition Designations (if any)	December 30, 2025
Exchange Objections to Proposed Witness and Exhibit Lists and Counter-Designations (if any)	January 9, 2026
File Pre-Trial Briefs	January 20, 2026
Hearing	January 29, 2026 at 9:00 AM