

Exhibit E

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

WESTMORELAND COAL COMPANY, *et al.*,

Debtors.

Chapter 11

Case No. 18-35672 (DRJ)

(Jointly Administered)

**MAR-BOW VALUE PARTNERS, LLC'S SECOND REQUEST TO MCKINSEY
RECOVERY & TRANSFORMATION SERVICES U.S., LLC
FOR THE PRODUCTION OF DOCUMENTS**

Pursuant to Federal Rules of Bankruptcy Procedure 7026 and 7034, Federal Rules of Civil Procedure 26 and 34, and any other applicable federal or local rules, Creditor-Objector Mar-Bow Value Partners, LLC (“**Mar-Bow**”), by and through its counsel, hereby requests that McKinsey Recovery & Transformation Services U.S., LLC produce for inspection and copying all documents responsive to the following individual requests (collectively, the “**Requests**”). All documents responsive to the Requests shall be produced within the time ordered by the Court or agreed by the parties at the offices of Diamond McCarthy LLP, 909 Fannin, Suite 3700, Houston, Texas 77010.

DEFINITIONS

Unless otherwise indicated, in addition to the definitions set forth in the Federal Rules of Civil Procedure, the following definitions shall apply to these Requests:

1. “**ANR**” means the bankruptcy proceeding *In re Alpha Natural Resources Inc.*, No. 15-33896 (Bankr. E.D. Va. Aug. 3, 2015).
2. The term “**communication**” means the transmittal of information (in the form of facts, ideas, inquiries or otherwise).

3. “**Competitor**” refers to any competitor of any Debtor, including but not limited to any and all persons identified in Schedule 2(g) of the attached Exhibit A, and each of their direct and indirect subsidiaries, divisions, predecessor and successor companies, affiliates, parents, any partnership or joint venture to which it currently is or formerly was a party, assigns, funds or trusts administered by or on behalf of any of those entities, any persons who directly or indirectly control any of those entities in whole or in part, and/or each of those entities’ current or former officers, directors, employees, principals, shareholders, partners, owners, agents, representatives, and consultants.

4. The term “**concerning**” means relating to, referring to, describing, evidencing or constituting.

5. The term “**document**” shall be construed as synonymous in meaning and equal in scope to the usage of the term “documents or electronically stored information” in Federal Rule of Civil Procedure 34(a)(1)(A). A draft or non-identical copy is a separate document within the meaning of this term.

6. “**Debtor**” refers to any and all persons identified as debtors in the above-captioned bankruptcy proceeding and each of their direct and indirect subsidiaries, divisions, predecessor and successor companies, affiliates, parents, any partnership or joint venture to which it currently is or formerly was a party, assigns, funds or trusts administered by or on behalf of any of those entities, any persons who directly or indirectly control any of those entities in whole or in part, and/or each of those entities’ current or former officers, directors, employees, principals, shareholders, partners, owners, agents, representatives, and consultants.

7. “**First Hojnacki Declaration**” refers to the “Declaration of Mark W. Hojnacki in Support of Debtors’ Application or Entry of an Order (i) Authorizing the Retention and

Employment of McKinsey Recovery & Transformation Services U.S., LLC as Performance Improvement Advisor for the Debtors and Debtors in Possession Effective *Nunc Pro Tunc* to the Petition Date and (ii) Granting Related Relief,” filed as Exhibit B to Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of McKinsey Recovery & Transformation Services U.S., LLC as Performance Improvement Advisors to the Debtors *Nunc Pro Tunc* to the Petition Date,” filed on October 11, 2018 as Dkt. No. 452 in the above-captioned proceeding, and any exhibits or schedules thereto.

8. “**Hojnacki Deposition**” refers to the December 31, 2018 deposition of Mark W. Hojnacki, the transcript of which was filed on January 1, 2019 as Dkt. No. 905-2 in the above-captioned proceeding.

9. “**Interested Parties**” refers collectively to the Debtors and any and all persons identified as a party-in-interest in the above-captioned bankruptcy proceeding, including but not limited to any and all persons identified on:

a. Schedules 1 and 2 of the First Hojnacki Declaration, and each of their direct and indirect subsidiaries, divisions, predecessor and successor companies, affiliates, parents, any partnership or joint venture to which it currently is or formerly was a party, assigns, funds or trusts administered by or on behalf of any of those entities, any persons who directly or indirectly control any of those entities in whole or in part, and/or each of those entities’ current or former officers, directors, employees, principals, shareholders, partners, owners, agents, representatives, consultants, accountants, and attorneys; and

b. Schedule 1 of the Second Hojnacki Declaration, and each of their direct and indirect subsidiaries, divisions, predecessor and successor companies, affiliates,

parents, any partnership or joint venture to which it currently is or formerly was a party, assigns, funds or trusts administered by or on behalf of any of those entities, any persons who directly or indirectly control any of those entities in whole or in part, and/or each of those entities' current or former officers, directors, employees, principals, shareholders, partners, owners, agents, representatives, consultants, accountants, and attorneys.

10. “**McKinsey**” refers collectively to McKinsey & Co., McKinsey RTS, MIO, and each of their direct and indirect subsidiaries, divisions, predecessor and successor companies, affiliates, parents, any partnership or joint venture to which it currently is or formerly was a party, assigns, funds or trusts administered by or on behalf of any of those entities, any persons who directly or indirectly control any of those entities in whole or in part, and/or each of those entities' current or former officers, directors, employees, principals, shareholders, partners, owners, agents, representatives, and consultants. **For the avoidance of doubt**, McKinsey shall be construed as including, without limitation, the following entities:

- McKinsey & Company, Inc. United States;
- McKinsey & Company, Inc. Washington D.C.;
- McKinsey Holding Group, Inc.;
- McKinsey Holdings, Inc.;
- McKinsey International, Inc.; and
- McKinsey Knowledge Centre India Private Limited

11. “**McKinsey & Co.**” refers to McKinsey & Company, Inc., its direct and indirect subsidiaries, divisions, predecessor and successor companies, affiliates, parents, any partnership or joint venture to which it currently is or formerly was a party, assigns, funds or trusts administered by or on behalf of any of those entities, any persons who directly or indirectly control any of those entities in whole or in part, and/or each of those entities' current or former

officers, directors, employees, principals, shareholders, partners, owners, agents, representatives, and consultants.

12. “**McKinsey RTS**” refers to McKinsey Recovery & Transformation Services U.S., LLC, its direct and indirect subsidiaries, divisions, predecessor and successor companies, affiliates, parents, any partnership or joint venture to which it currently is or formerly was a party, assigns, funds or trusts administered by or on behalf of any of those entities, any persons who directly or indirectly control any of those entities in whole or in part, and/or each of those entities’ current or former officers, directors, employees, principals, shareholders, partners, owners, agents, representatives, and consultants.

13. “**McKinsey Shareholders Council**” refers to the entity or group known as the “McKinsey Shareholders Council” and its direct and indirect subsidiaries, divisions, predecessor and successor companies, affiliates, parents, any partnership or joint venture to which it currently is or formerly was a party, assigns, funds or trusts administered by or on behalf of any of those entities, any persons who directly or indirectly control any of those entities in whole or in part, and/or each of those entities’ current or former officers, directors, employees, principals, shareholders, partners, owners, agents, representatives, and consultants.

14. “**MIO**” refers to MIO Partners, Inc., its direct and indirect subsidiaries, divisions, predecessor and successor companies, affiliates, parents, any partnership or joint venture to which it currently is or formerly was a party, assigns, funds or trusts administered by or on behalf of any of those entities, any persons who directly or indirectly control any of those entities in whole or in part, and/or each of those entities’ current or former officers, directors, employees, principals, shareholders, partners, owners, agents, representatives, and consultants. To the extent there is a distinct entity or group of entities known as “McKinsey Investment Office,” that entity

(or entities) shall be deemed encompassed within the term MIO. **For the avoidance of doubt,**

MIO shall be construed as including without limitation the entities and/or funds known as:

- Alvernia Bijou LLC;
- Barfield Nominees Limited A/C
CSC01;
- Barfield Nominees Limited A/C CSJ01
FBO Compass Special Situations Fund
LLC;
- Barfield Nominees Limited A/C
GWW01;
- Barfield Nominees Limited A/C SL101;
- Barfield Nominees Limited A/C
SLT01;
- Barfield Nominees Ltd.;
- CGPEC-1997 LLC;
- CIMON GMS LLC;
- Compass Age LLC;
- Compass AIEN LLC;
- Compass Commodities Fund LLC;
- Compass COSS Master Limited;
- Compass CSS High Yield LLC;
- Compass CSS TAV LLC;
- Compass ESMA LP;
- Compass Global Equities Fund LLC
f/k/a Compass Global Equities Fund
LP;
- Compass Hedging Strategies Fund
LLC;
- Compass Highfields Fund I LLC;
- Compass Highfields Fund II LLC;
- Compass Highfields II Fund;
- Compass HTV LLC;
- Compass MAV LLC;
- Compass MCSGI Ltd.;
- Compass NINEALPHA LLC
- Compass NRD LLC;
- Compass Offshore Hedging Strategies;
- Compass Offshore Hedging Strategies
Limited-Dollar Class;
- Compass Offshore Hedging Strategies
Limited-Euro Class;
- Compass Offshore HTV PCC Limited;
- Compass Offshore MAV Limited;
- Compass Offshore SAV PCC Limited;
- Compass Offshore SAV II PCC
Limited;
- Compass Offshore Special Situations
PCC Limited;
- Compass Offshore Special Situations
PCC Limited Euro Class;
- Compass Offshore Special Situations
PCC Limited Singapore Dollar;
- Compass Offshore Special Situations
PCC Limited Multi Currency;
- Compass Offshore Special Situations
PCC Limited Pound Sterling Class;
- Compass Offshore Special Situations
PCC Limited Swiss Franc Class;

- Compass Offshore Special Situations PCC Limited US Dollar Class;
- Compass OGCTV LLC;
- Compass Private Equity 1999 LLC;
- Compass Private Equity LP (Series 2001 and Ventures);
- Compass Private Investments 2015 LLC;
- Compass Private Investments 2015 Master LP;
- Compass Private Investments 2016 LLC;
- Compass Private Investments 2017 LLC;
- Compass Private Investments 2018 LLC;
- Compass SAV LLC;
- Compass SAV II LLC;
- Compass SBTV LLC;
- Compass Sea Energy LLC;
- Compass Special Situations Fund LLC (see Paragraph 44 of the Objection);
- Compass Special Situation IRA Fund LLC;
- Compass Special Situations Multi Currency Fund LLC;
- Compass TPM LP;
- Compass TSMA LP;
- Compass Winston LLC;
- Compass YOTTABIT LLC;
- Global Private Equity Capital LLC;
- McKinsey & Company Inc. Money Purchase Pension Plan;
- McKinsey & Company Inc. Profit Sharing Retirement Plan;
- McKinsey Master Retirement Trust (referenced in Paragraph 43 of the Objections);
- Levered Global Inflation Linked Bond Fund;
- MIO Group, Inc.;
- MIO Partners (EU) Limited;
- Pacific Alliance China Land Fund Limited;
- Pacific Alliance China Land Limited;
- Pacific Alliance China Land Limited Holdings;
- Special Situations Investment Fund LP;
- SSALT Fund Limited; and
- VinaLand Limited.

15. “**MLP Ad Hoc Group**” refers to the group of lenders disclosed in Dkt. No. 498, Exhibit A, filed in the above-captioned proceeding.

16. “**Objection**” refers to the Amended Objection of Mar-Bow Value Partners, LLC, a Creditor, to the Debtors’ Application for Approval of the Employment of McKinsey Recovery & Transformation Services U.S., LLC, filed December 3, 2018, Dkt. No. 669 in this action, and any subsequent amendments, responses, or replies.

17. The term “**person**” is defined as any natural person or any legal entity, including, without limitation, any business or governmental entity or association.

18. “**RTS Service Team**” refers collectively to the “Service Team” referenced by Mr. Hojnacki in Paragraph 34 of the First Hojnacki Declaration, the “Service Team” referenced by Mr. Hojnacki in Paragraph 4 of the Second Hojnacki Declaration, and the “service team” referenced throughout the Hojnacki Deposition (*see, e.g.*, Dkt. 905-2 in the above-captioned proceeding at 29, 77-96)

19. “**Second Hojnacki Declaration**” refers to the “First Supplemental Declaration of Mark W. Hojnacki in Support of Debtors’ Application or Entry of an Order (i) Authorizing the Retention and Employment of McKinsey Recovery & Transformation Services U.S., LLC as Performance Improvement Advisor for the Debtors and Debtors in Possession Effective *Nunc Pro Tunc* to the Petition Date and (ii) Granting Related Relief,” filed on December 17, 2018 as Dkt. No. 810 in the above-captioned proceeding, and any exhibits or schedules thereto.

20. “**Westmoreland Engagement Team**” refers to the “Westmoreland Engagement Team” referenced by Mr. Hojnacki in the Hojnacki Deposition (*see* Dkt. 905-2 in the above-captioned proceeding at 25-29, 85-91).

21. “**Whitebox**” refers collectively to Whitebox Advisors, Inc., Whitebox Advisors LLC, Whitebox Advisors London LLP, Whitebox Advisors Australia PTY LTD, as well as each of their direct and indirect subsidiaries, divisions, predecessor and successor companies,

affiliates, parents, any partnership or joint venture to which it currently is or formerly was a party, assigns, funds or trusts administered by or on behalf of any of those entities, any persons who directly or indirectly control any of those entities in whole or in part, and/or each of those entities' current or former officers, directors, employees, principals, shareholders, partners, owners, agents, representatives, and consultants. **For the avoidance of doubt**, Whitebox shall be construed as including, without limitation, the following entities:

- Whitebox Credit Arbitrage Fund, Ltd.
- Whitebox Credit Arbitrage Fund, Ltd. Class C-3-C-11
- Whitebox Pandora Select Fund, Ltd
- Whitebox Pandora Select, Ltd Class A Series C-12-11-15
- Whitebox Pandora Select, Ltd Class A Series C-12-12-15
- Whitebox Pandora Select, Ltd Class A Series C-12-YE-10
- Whitebox Pandora Select, Ltd Class A Series C-13-01-16a
- Whitebox Pandora Select, Ltd Class A Series C-13-01-17
- Whitebox Pandora Select, Ltd Class A Series C-13-11-15a
- Whitebox Pandora Select, Ltd Class A Series C-13-12-15a
- Whitebox Pandora Select, Ltd Class A Series C-13-YE-10a
- Whitebox Pandora Select, Ltd Class C Series 12-01-16

22. “**WLB Ad Hoc Group**” refers to the group of lenders disclosed in Dkt. No. 496, Exhibit A, filed in the above-captioned proceeding.

23. “**You**,” “**Your**” or “**Yours**” refers to McKinsey as defined above in Paragraph 11.

For the avoidance of doubt, this term encompasses MIO as defined above in Paragraph 15.

24. The terms “all,” “any,” and “each” shall each be construed as encompassing any and all.

25. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

INSTRUCTIONS

The following instructions apply to each of the Requests and are deemed to be incorporated in each of them:

A. In producing documents, You are requested to produce the original of each document requested together with all non-identical copies and drafts of that document. If the original of any document cannot be located, a copy shall be provided in lieu thereof, and shall be legible and bound or stapled in the same manner as the original. In any circumstance in which an agreement is reached to allow the production of copies of documents rather than originals, You shall retain all of the original documents for inspection or copying throughout the pendency of this case, any appeal(s), and any related proceedings.

B. Any alteration of a responsive document, including any marginal notes, handwritten notes, underlining, date stamps, received stamps, endorsed or filed stamps, drafts, revisions, modifications and other versions of a document is a responsive document in its own right and must be produced.

C. The terms defined above and used in each of the Requests should be construed broadly to the fullest extent of their meaning in a good-faith effort to comply with the Federal Rules of Civil Procedure.

D. The use of the singular form of any word includes the plural, and vice-versa.

E. Where it is necessary to bring within the scope of these Requests information that might otherwise be construed to be outside their scope, the use of a verb in any tense shall be recognized as the use of that verb in all other tenses.

F. You should construe negative terms to include the positive, and vice-versa. For example, You should construe the word “preference” to mean preference or lack of preference.

G. Any reference to a person that is a business entity and is not otherwise defined includes that person’s predecessors (including any preexisting person that at any time became part of that entity after merger or acquisition), successors, parents, divisions, subsidiaries, affiliates, franchisors and franchisees; each other person directly or indirectly owned or controlled by any of them; each partnership or joint venture to which any of them is a party; all present and former directors, officers, employees, agents, consultants, controlling shareholders (and any entity owned by any such controlling shareholder), representatives, and agents.

H. Unless words or terms have been given a specific definition herein, each word or term used herein shall be given its usual and customary dictionary definition except where such words have a usual custom and usage definition in Your trade or industry, in which case they shall be interpreted in accordance with such usual custom and usage definition of which You are aware.

I. All headings used in the Requests are for organizational purposes only, and are not intended, and shall not be construed, to modify any request in any manner, and shall not be used in any way to restrict or limit the scope of any request set forth beneath any particular heading.

J. Any Request that demands the production of documents “sufficient to show” requires You to produce only those documents necessary to provide all the information necessary to show, identify or describe the subject matter requested.

K. Pursuant to Rule 7034 of the Federal Rules of Bankruptcy Procedure and Rule 34(b) of the Federal Rules of Civil Procedure, each document shall be produced either (a) as it was kept in the usual course of business (in which case it shall be produced in such fashion as to identify the department, branch, or office in whose possession it was located and, where applicable, the natural person in whose possession it was found or the server or central file in which it was found, and the address of each document’s custodian(s)), or (b) segregated as responsive to a specific request enumerated in these Requests, with such specific request identified.

L. All documents shall be produced in the file folder, envelope, or other container in which the documents are kept or maintained. If, for any reason, the container cannot be produced, produce copies of all labels or other identifying marks.

M. Documents attached to each other should not be separated.

N. If identical copies of a document are in the possession, custody or control of more than one natural person or other document custodian, a copy of that document shall be produced from each such natural person or other document custodian.

O. In instances where two or more exact duplicates of any document exist, the most legible copy shall be produced.

P. The fact that a document is in the possession of Mar-Bow, or is produced by another person, does not relieve You of the obligation to produce all of Your copies of

the same document, even if Your copies are identical in all respects to a document produced or held by another person.

Q. If You file a timely objection to any portion of a Request, definition or instruction, provide a response to the remaining portion.

R. If You are unable to produce a document that is responsive to a Request, so state and indicate whether the document ever existed or whether the document once existed but cannot be located. If any responsive document once was, but is no longer, in Your possession, custody or control, state the whereabouts of such document when last in Your possession, custody or control, state the date and manner of its disposition, and identify its last known custodian. To the extent any responsive document was lost or destroyed, produce any document that supports Your assertion that the document was lost or destroyed, and provide the date when each such document was lost or destroyed and a brief description of the circumstances under which the document was destroyed.

S. Other than redactions of privileged information as addressed below, documents are to be produced in full and may not be redacted in any manner. If any requested document cannot be produced in full, produce it to the extent possible, and provide the following information with regard to each such document and each portion of such document withheld:

- (a) the type of document;
- (b) the general subject matter of the document and each portion withheld;
- (c) the date(s) of the document;
- (d) the author(s) of the document and their title(s);
- (e) the recipient(s) of the document and their title(s); and

(f) the basis for withholding each portion of the document that is withheld from production.

T. If You withhold production of any document or portion of any document responsive to the Requests based upon any privilege, provide the following information for each document and each portion of any document withheld:

- (a) the type of document;
- (b) the general subject matter of the document and each portion withheld;
- (c) the date of the document;
- (d) the author(s) of the document and their title(s);
- (e) the recipient(s) of the document and their title(s); and
- (f) the basis for withholding such document and each withheld portion of a document.

U. Production will be conducted pursuant to an agreement of the parties or order of the Court governing the format of the production and the media on which production will be made, or in the absence of such agreement or order will be provided in a form to be specified by Mar-Bow.

V. These Requests are continuing and require supplemental responses in accordance with the requirements of Federal Rule of Civil Procedure 26(e).

DOCUMENT REQUESTS

Request For Production No. 54:

The current version, as well as all previous versions since 2009, of all of Your policies, protocols, and guidance referenced by Mr. Hojnacki in the Hojnacki Deposition and/or used by Mr. Hojnacki in preparation for the Hojnacki Deposition, including but not limited to any policies, protocols, and/or guidance relating to (a) protecting client confidences while serving clients (*see* Dkt. 905-2 in the above-captioned proceeding at 257-59); (b) the flow of information between McKinsey and MIO (*see* Dkt. 905-2 in the above-captioned proceeding at 239-43); and (c) the personal investments of McKinsey employees and/or consultants (*see* Dkt. 905-2 in the above-captioned proceeding at 295-96).

Request For Production No. 55:

All documents and/or communications relating to the email surveys referenced by Mr. Hojnacki in Paragraph 34 of the First Hojnacki Declaration, Paragraphs 4-5 and 8-9 of the Second Hojnacki Declaration, and in the Hojnacki Deposition (*see* Dkt. 905-2 in the above-captioned proceeding at 164-65).

Request For Production No. 56:

All documents and/or communications relating to the Global Client Database searches referenced by Mr. Hojnacki in Paragraphs 32-34 of the First Hojnacki Declaration, Paragraphs 7-8 of the Second Hojnacki Declaration, and in the Hojnacki Deposition (*see* Dkt. 905-2 in the above-captioned proceeding at 47-49, 69-78, 102).

Request For Production No. 57:

All billing records and/or billing invoices (a) concerning Your current engagement with Westmoreland Coal Co., and (b) searched for connections as referenced by Mr. Hojnacki in

Paragraph 32 of the First Hojnacki Declaration and Paragraphs 4 and 7 of the Second Hojnacki Declaration.

Request For Production No. 58:

All documents concerning any work and/or services provided by You to any person or entity on the parties-in-interest lists in the above-captioned case.

Request For Production No. 59:

All documents identifying the “responsible partner(s)”¹ for all of Your clients that appear on the parties-in-interest lists in the above-captioned case.

Request For Production No. 60:

All documents concerning the preparation for and/or drafting of the First Hojnacki Declaration and the Second Hojnacki Declaration, including but not limited to all drafts, edits, comments, and any advice received from inside and/or outside legal counsel.

Request For Production No. 61:

All documents used by and/or shown to Mr. Hojnacki in preparation for the Hojnacki Deposition, including but not limited to all policies, protocols, guidance memoranda, communications, and documents relating to Mr. Hojnacki’s personal MIO account(s).

Request For Production No. 62:

All documents and/or communications concerning the “text message” sent to Mr. Hojnacki by Mr. Sneader prior to the Hojnacki Deposition (*see* Dkt. 905-2 in the above-captioned proceeding at 302-03), including but not limited to any response(s) sent by Mr. Hojnacki and any follow-up message(s) sent by Mr. Sneader.

¹ *See* Dkt. 905-2 at 70-75.

Request For Production No. 63:

All documents and/or communications and/or materials distributed by MIO to MIO participants, the RTS Service Team, and the Westmoreland Engagement Team from 2015 until the present, including but not limited to any newsletters, fund reports and/or updates, investment reports and/or updates, strategy reports and/or updates, prospectus reports and/or update, future forecast reports and/or update, etc.

Request For Production No. 64:

All documents concerning any MIO investments in Whitebox.

Request For Production No. 65:

All documents relating to MIO's distressed investment practice and/or strategy.

Request for Production No. 66:

All documents concerning the phrases "direct commercial relationship or transaction" and "direct commercial relationship with the Debtors" as used in the First Hojnacki Declaration and Second Hojnacki Declaration.

Request for Production No. 67:

All documents and communications concerning Your decision to limit certain disclosures in the First Hojnacki Declaration and Second Hojnacki Declaration to circumstances involving a "direct commercial relationship or transaction" or a "direct commercial relationship with the Debtors" as those phrases are used therein. *See also* Dkt. 952-2 at 163-170.

Request for Production No. 68:

All documents and communications concerning any communications between You and Jay Alix.

Request for Production No. 69:

All documents and communications concerning any topic addressed and/or discussed during any communications between You and Jay Alix.

Request for Production No. 70:

All documents and communications concerning the time, date, and/or location of any communications between You and Jay Alix.

Dated: January 11, 2019
Houston, Texas

DIAMOND MCCARTHY LLP

By: /s/ Christopher R. Murray
Allan B. Diamond (SDTX 12310)
Christopher R. Murray
909 Fannin, Suite 3700
Houston, Texas 77010
Telephone: 713-333-5100
Facsimile: 713-333-5199
adiamond@diamondmccarthy.com
cmurray@diamondmccarthy.com

*Attorneys for
Mar-Bow Value Partners, LLC*

BOIES SCHILLER FLEXNER LLP

By: /s/ Sean F. O'Shea
Sean F. O'Shea
Michael E. Petrella
Amanda L. Devereux
575 Lexington Avenue
New York, New York 10022
Telephone: 212-446-2300
Facsimile: 212-446-2350
soshea@bsflfp.com
mpetrella@bsflfp.com
adevereux@bsflfp.com

*Attorneys for
Mar-Bow Value Partners, LLC*

CERTIFICATE OF SERVICE

I hereby certify that on January 11, 2019, a true and correct copy of the foregoing Second Request to McKinsey Recovery & Transformation Services U.S., LLC for Production of Documents was served by electronic transmission to counsel for McKinsey:

Zack A. Clement
ZACK A. CLEMENT PLLC
3753 Drummond Street
Houston TX 77025
zack.clement@icloud.com

-and-

Bruce D. Oakley
HOGAN LOVELLS
609 Main St., Suite 4200
Houston, TX 77002
bruce.oakley@hoganlovells.com

-and-

Christine H. Chung
Jennifer Selendy
Faith Gay
Joshua Margolin
SELENDY & GAY
1290 Avenue of the Americas
New York, NY 10104
cchung@selendygay.com
jselendy@selendygay.com
fgay@selendygay.com
jmargolin@selendygay.com

/s/ Christopher Murray