

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE: PTC SEAMLESS TUBE CORP. f/k/a PTC ALLIANCE PIPE ACQUISITION LLC, Debtor.	Chapter 11 Case No. 15-21445-TPA
PTC SEAMLESS TUBE CORP., Plaintiff, v. ROBINSON MECHANICAL CONTRACTORS, INC. d/b/a ROBINSON CONSTRUCTION COMPANY, Defendant.	Adversary No. 15-2106 Document No. <u>1, 42</u>

**STIPULATION AND AGREED ORDER
REGARDING PRESERVATION AND
PRODUCTION OF DOCUMENTS AND INFORMATION**

PTC Seamless Tube Corp. f/k/a PTC Alliance Pipe Acquisition LLC (the “Debtor”), the debtor and debtor-in-possession in the above-captioned case, PTC Group Holdings Corp. (“PTC Group”) and Robinson Mechanical Contractors, Inc. d/b/a Robinson Construction Company (“Robinson”), by and through their respective undersigned counsel, submit this stipulated and agreed order regarding the preservation and production of documents in the possession of the Debtor related to disputes between Robinson and the Debtor and PTC Group.

1. Debtor initiated an action against Robinson in the United States District Court for the Western District of Pennsylvania at Case No. 15-00433-MRH on March 27, 2015 and an Adversary Proceeding in this Court at Case No. 15-02106-TPA on May 15, 2015.

2. On July 2, 2015, Robinson filed its Answer, Additional Defenses and Counterclaims in the Adversary Action under which Robinson asserted certain counterclaims against the Debtor.

3. On July 21, 2015, at the suggestion of the Debtor, the parties submitted a Stipulation And Agreed Order Temporarily Staying Adversary Proceeding which was entered by the Court on July 30, 2015 (“July Stipulation”).

4. The July Stipulation stayed the Adversary Proceeding except that it specifically permitted the parties to serve requests for production and did not stay deadlines for responses to any requests for production of documents. The July Stipulation also expressly did not affect any rights with respect to third-party discovery of the Debtor.

5. On August 4, 2015, in accordance with the July Stipulation, Robinson served on the Debtor its First Request for Production of Documents Directed to PTC Seamless Tube Corp. (the “Request”).

6. The Debtor has not submitted any written response to the Request or produced any documents or information in response thereto.

7. On or about May 5, 2015, Robinson filed an action against PTC Group in the United States District Court for the Eastern District of Missouri at Case No. 1:15-cv-00077 (the “Missouri Action”).

8. Robinson is of the view that it is entitled to documents in the possession of the Debtor relating in any way to the Hopkinsville, Kentucky project and the disputes between Robinson and the Debtor and PTC Group, including those requested by the Request, (collectively, the “Hopkinsville Documents”) and the Debtor has an obligation to respond to the Request and produce documents and information within the scope of permissible discovery in

response thereto. The Debtor's view is that it desires to avoid the burden and expense of responding to the Request given that the outcome of the Debtor's bankruptcy case will likely leave it with no ongoing litigation with Robinson. The parties agree that the Debtor's documents including the Hopkinsville Documents must be preserved and a suitable means established for the production of documents within the scope of permissible discovery to Robinson.

9. Following discussions and proposals to resolve the matter, the parties hereby agree and stipulate as follows:

- A. All of the Debtor's documents, including the Hopkinsville Documents, will be preserved and not destroyed prior to final completion of all litigation between Robinson and the Debtor or PTC Group.
- B. All Hopkinsville Documents will be excluded from the sale of the Debtor's assets as approved by the Court provided, however, that the Debtor and any purchaser of the Debtor's assets shall be provided with access to the financial records of the Debtor for the period prior to the closing of the sale of the Debtor's assets to the approved purchaser.
- C. Within ten (10) days of the date of this Stipulation and Order, (i) the Debtor will provide Robinson with a response to the Request describing, in reasonable detail, the documents in both hard and electronic form, that are in the Debtor's possession, custody and control and identifying the location of all hard documents and the custodian and format of all electronic documents, and (ii) the Debtor or PTC Group on behalf of the Debtor will provide a response to the Request setting forth any objections made in good faith to the Request.

D. Prior to the closing on the sale of the Debtor's assets to the approved purchaser, the Debtor will deliver to PTC Group all of the Hopkinsville Documents, in both hard and electronic form. PTC Group will take possession and custody of the Hopkinsville Documents and maintain them in their current state. Debtor will confirm in writing to Robinson when PTC Group has taken possession and custody of the Hopkinsville Documents. The parties agree that the transfer of and any subsequent review by PTC Group of any of the Hopkinsville Documents shall not result in a waiver of any privileges that may exist, including without limitation the attorney-client and attorney work product privileges.

E. Without the need or requirement for Robinson to serve on Debtor or PTC Group any additional request other than the Request, and without limiting any other discovery Robinson may initiate against PTC Group in the Missouri Action, PTC Group will produce to Robinson all documents and information responsive to the Request, other than documents withheld on the basis of attorney-client, work product or other applicable privilege (and provide a log of all documents withheld on the basis of privilege) or subject to an unresolved objection, which production shall begin on a rolling basis within thirty (30) days and be completed within 60 days after the court in the Missouri Action issues a ruling on the pending motion to dismiss filed by PTC Group that does not result in a complete dismissal of the Missouri Action (and in the event of a ruling that completely dismisses the Missouri Action, PTC Group shall be obligated to produce the documents if the ruling is reversed on

appeal or in any other action or proceeding between Robinson and PTC Group or the Debtor), except that reasonable extensions may be obtained for good cause shown. The assertion of any objection to the Request or production of documents in response thereto shall not delay the production of documents not subject to any objection.

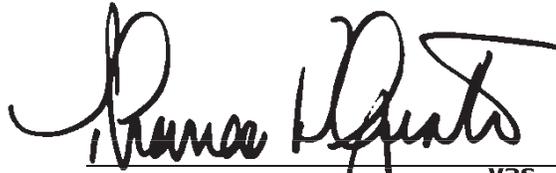
F. Robinson shall have the right to file additional requests or have subpoenas issued in the Missouri Action for any Hopkinsville Documents, which requests shall be directed to PTC Group or the custodian and possessor of such documents.

G. The parties agree that this Stipulation is not admissible or useable in any way in the Missouri Action other than with respect to resolution or enforcement of the parties' obligations to produce and/or respond to discovery. Nothing contained herein shall constitute an admission of any party hereto, or limit the parties' discovery in the Missouri Action or any other action in which the Debtor, PTC Group or Robinson may be a party.

10. The parties agree that this Court shall retain jurisdiction to enforce this Stipulation and Order; provided, however, that any objections to the Request may be decided by either this Court so long as it has jurisdiction over the parties or by the court in the Missouri Action. The pleadings, allegations, defenses, answer and counterclaims in both the Adversary Action and in the Missouri Action may be considered in ruling on objections to the Request. Nothing herein shall limit any parties' rights to seek enforcement (including ruling on objections to the Request) and remedies in any other court having jurisdiction including the court in the Missouri Action.

SO ORDERED

Date: October 30, 2015



The Honorable Thomas P. Agresti
UNITED STATES BANKRUPTCY JUDGE

STIPULATED AND AGREED TO:

REED SMITH LLP

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