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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA**

In Re:)	
DEWEY RANCH HOCKEY, LLC,)	Chapter: 11
COYOTES HOLDINGS, LLC,)	Case No. 2:09-BK-09488-RTBP
COYOTES HOCKEY, LLC,)	PROPOSED STIPULATED
ARENA MANAGEMENT GROUP, LLC,)	JOINT AGENDA FOR
Debtors,)	STATEMENT FOR
)	SEPTEMBER 10-11, 2009
)	HEARING

This Filing Applies to:

<input checked="" type="checkbox"/> All Debtors		
<input type="checkbox"/> Specified Debtors)	Hearing Date: September 10, 2009
)	Hearing Time: 8:30 a.m.

I. Proposed Schedule of Hearing

With respect to the hearing scheduled for September 10-11 (the “**Hearing**”), the parties¹ have, subject to approval of the Court, agreed as follows:

(1) this Stipulated Joint Agenda shall serve as the listing of exhibits and witnesses for the Hearing by the Parties as required by the Court’s August 25, 2009 “Minute Entry/Order” (D.E. 800);

(2) in order to ensure that the hearing concludes by 4:00 p.m. on September 11, the

¹ The parties are (1) the Debtors, (2) the NHL, (3) the Official Joint Creditors Committee, (4) PSE, (5) Jerry Moyes and related entities (the “**Moyes Parties**”), and (6) the City of Glendale.

1 parties respectfully ask that the hearing start each day at 8:30 a.m. and run until 6:00 p.m.
2 on Thursday, September 10 and until 4:00 p.m. on September 11;

3 (3) declarations submitted by witnesses shall serve as their direct testimony;
4

5 (4) subject to stipulation (5) below, any declarations the parties are relying on for
6 purposes of the Hearing are set forth in this Stipulated Joint Agenda. Witnesses whose
7 declarations are specifically identified in this Stipulated Joint Agenda shall be available at
8 the hearing for cross examination²;

9 (5) at the Hearing the parties may utilize, and the Court may consider and rely
10 upon, any pleadings or evidence previously filed in the case or exchanged via discovery,
11 and any previously filed declarations, transcripts, briefs, pleadings and exhibits shall be
12 deemed to be part of the record for the upcoming Hearing;
13

14 **A. September 10 Agenda**

15 (6) at the beginning of the September 10 Hearing, the Court shall ask the parties to,
16 without argument, affirm their bids and clarify any recent modifications, and shall
17 determine whether there are any additional bids;
18

19 (7) in order to accommodate his schedule, the Hearing will commence on
20 September 10 with any cross examination of PSE's expert, Tom Wright, with the NHL
21 having up to 30 minutes to cross examine him and PSE being entitled to up to 10 minutes
22 of redirect examination.³
23

24 ² The parties agree that any examination of Tom Wright shall be completed by 10:30 a.m.
25 on September 10 and that he may leave thereafter.

26 ³ Although not specifically identified in the time periods for examinations or arguments set
27 forth in this Agenda, the Committee, the Debtors and the Moyes Parties reserve the right
28 to question any witness and to address the Court on any issues. The City of Glendale
reserves the right to cross examine any witness who testifies as to purchaser/bidder good
faith or as to the feasibility of the Coyotes remaining in Glendale. All other parties reserve
the right to question the amount of time that should be allocated to the Committee, the
Debtors or Glendale on these issues.

1 (8) the total time allotted to the Arena issues (as set forth below) shall be 1.5 hours
2 and there shall be no live testimony in conjunction with the Arena issues;

3 (9) upon conclusion of the arguments on the Arena issues, PSE expert Andrew
4 Zimbalist shall be available for up to 45 minutes of cross examination by the NHL, with
5 an additional 15 minutes reserved for redirect.⁴
6

7 (10) upon conclusion of Mr. Zimbalist's testimony, NHL expert Franklin Fisher
8 shall be available for up to 45 minutes of cross examination by PSE, with an additional 15
9 minutes reserved for redirect.

10 (11) upon conclusion of Mr. Fisher's testimony, NHL expert Michael Rapkoch
11 shall be available for up to 30 minutes of cross examination by PSE, with an additional 10
12 minutes reserved for redirect.
13

14 (12) upon conclusion of Mr. Rapkoch's testimony, NHL expert Daniel Barrett shall
15 be available for up to 30 minutes of cross examination by PSE, with an additional 10
16 minutes reserved for redirect.

17 (13) At the conclusion of live testimony on September 10, the parties then would
18 like 90 minutes of argument on the relocation issue -- 45 minutes allocated to each PSE
19 and the NHL.⁵
20

21
22 ⁴ The NHL asks to have the right to request up to an additional 15 minutes of time to cross
23 examine Mr. Zimbalist based on the fact that Mr. Zimbalist testifies on both relocation and
24 the relocation fee and with regards to the relocation fee, Mr. Zimbalist testifies as to both
25 its propriety and as to its calculation. The NHL asserts that, in contrast, Franklin Fischer
26 only testifies as to relocation and the propriety of the relocation fee but does not testify as
27 to the calculation of the relocation fee. The NHL further asserts PSE gets 30 minutes of
28 cross on each of the NHL's two experts dealing with relocation and the propriety and
calculation of the relocation fee and the NHL requests the same amount of time to address
these issues; PSE opposes any such request and, if granted, PSE believes it should be
allotted additional time to cross examine Mr. Fisher.

⁵ Each party has a right to cede time allocated to it to other parties in interest and nothing
in this Agenda shall be deemed to waive the right of a party in interest that has not been
allocated time to request the Court to be heard on a matter specifically raised during
argument.

1 **B. September 11 Agenda**

2 (14) To begin the day on September 11, the parties would like 60 minutes of
3 argument on the relocation fee issues -- 30 minutes allocated to each PSE and the NHL.
4

5 (15) Upon conclusion of argument on the relocation fee issues, PSE witness James
6 Balsillie shall be available for up to 30 minutes of cross examination on the § 363(m) good
7 faith purchaser issues, with an additional 10 minutes reserved for redirect. NHL witness
8 Gary Bettman shall then be available for cross and redirect examination on the § 363(m)
9 good faith purchaser issues based on the same time limits that apply to Mr. Balsillie.
10

11 (16) Upon conclusion of the live testimony on the good faith purchaser issue, the
12 parties would like 60 minutes of argument on the issue -- 30 minutes allocated to each PSE
13 and the NHL. The NHL asserts that it should be allotted a full 60 minutes to present
14 argument on this issue with an additional 60 minutes allotted to PSE and the Debtors to
15 divide between them.

16 (17) The remainder of the hearing would be for 60 minutes of argument on “highest
17 and best” issues (10 minutes for the Debtors, then 10 each for NHL, PSE, Glendale and
18 the Committee, then up to 10 rebuttal minutes for the Debtors), and then the auction and
19 any findings that would need to be made in connection therewith.

20 (18) most previously identified Confidential and Highly Confidential information
21 will be able to be displayed and discussed in open court during the Hearing, with few
22 exceptions, and there is thus no need for the Court to close the proceedings. The parties
23 have agreed to identify to each other the exceptions that remain Confidential or Highly
24 Confidential and to meet and confer to seek resolution on them prior to the Hearing.
25

26 **II. Motions/Objections/Declarations for Consideration**

27 **A. Arena Issues**

28

1 1. Debtors' Motion for an Order Approving Rejection of the Arena Lease
2 Under Bankruptcy Code § 365(a) Effective As of the Closing Date of A Relocation Sale
3 [DE 611]

4 2. Glendale [Response] to Motion for an Order Approving Rejection of the
5 Arena Lease Under Bankruptcy Code Section 365(a) Effective As of the Closing Date of
6 A Relocation Sale (and referenced exhibits) [DE 756]

7
8 3. Debtors' Reply to City of Glendale's [Response] to Memorandum of Points
9 and Authorities in Support of Debtors' Motion for an Order Approving Rejection of the
10 Arena Lease Under Bankruptcy Code Section 365(a) Effective As of the Closing Date of
11 A Relocation Sale [DE 853]

12 4. City of Glendale's Sur-Reply to Debtors' Reply to City of Glendale's Reply
13 to Memorandum of Points and Authorities in Support of Debtors' Motion for An Order
14 Approving Rejection of the Arena Lease Under Bankruptcy Code § 365(a) Effective As of
15 the Closing Date of A Relocation Sale [DE 924]⁶

16
17 **Related Documents**

- 18 ▪ Joinder of The Official Committee of Unsecured Creditors to Debtors'
19 Memorandum of Points and Authorities in Support of Debtors' Motion for
20 an Order Approving Rejection of the Arena Lease Under Bankruptcy Code §
21 365(a) Effective as of the Closing Date of A Relocation Sale [DE768]
22
23 ▪ Drawbridge's Objection to the Debtors' Motion for an Order Approving
24 Rejection of the Arena Lease Under Bankruptcy Code Section 365(a) As of
25 the Closing Date of a Relocation Sale (and referenced exhibits) [DE 765]
26
27 ▪ Debtors' Reply to Drawbridge's Objection to Debtors' Motion for an Order

28 ⁶ Depending on the substance of City of Glendale's sur-reply, which was just filed, the Debtors reserve the right to respond to the sur-reply.

Approving Rejection of the Arena Lease Under Bankruptcy Code § 365(a)
Effective As of the Closing Date of A Relocation Sale [DE 850]

B. Relocation to Hamilton

1. PSE Motion for Determination that the Coyotes May Be Relocated to Hamilton Notwithstanding the NHL's Refusal to Consent (and referenced exhibits) [DE 824].

2. The National Hockey League's Omnibus Brief Objecting to Relocation of the Coyotes and Responding to PSE's and Debtors' Briefs Regarding Relocation and Relocation Fees (and referenced exhibits) [DE 917]

3. PSE's Reply Brief in Further Support of (A) PSE's Motion for Determination that the Coyotes May Be Relocated to Hamilton Notwithstanding the NHL's Refusal to Consent, and (B) PSE's Motion to Determine Relocation Fee Issues (and referenced exhibits) [DE 936]

Related Documents

- PSE Transfer Application and Supplements [DE 189, 228, 237, 309, 480, 495]. The under-seal portions of these filings include confidential personal and financial information, including bank statements, and PSE requests that the under-seal portions remain under seal.
- PSE Relocation Application and Supplements [DE 236, 442, 480, 495, 593, 752]. While the under-seal portions of these filings should remain under seal, PSE consents to reference to the content in open court in accordance with I (17) above.
- Declaration of Tom Wright (and referenced exhibits) filed by PSE [DE 303]

- Expert Declaration of Franklin M. Fisher (and referenced exhibits) filed by the NHL) [DE 912]

- *See also* D.E. 293, 584 and 863

.....

1. City of Glendale, Arizona's Objection to Any Relocation Sale (and referenced exhibits) [DE 839]⁷

2. Debtors' Response to City of Glendale, Arizona's Objection to Any Relocation Sale (and referenced exhibits) [DE 914]

3. PSE's Response to City of Glendale's Objection to Any Relocation Sale -- Brief on PSE's Good Faith (and referenced exhibits) [DE 929]

4. Moyes' Response to the City of Glendale's Objection to Any Relocation Sale. [DE 918]

Related Documents

- Third Declaration of James Balsillie [Exhibit 1 to DE 929] filed by PSE.
- Third Declaration of Gary B. Bettman [DE 923] filed by the NHL.

C. Relocation Fee

1. Motion to Determine Relocation Fee Issues in Connection with the Relocation of the Coyotes to Hamilton (and referenced exhibits) [DE 825]

2. The National Hockey League's Omnibus Brief Objecting to Relocation of

⁷ The City of Glendale's Objection to Any Relocation Sale questions PSE's entitlement to a good faith finding under 11 U.S.C. § 363(m). PSE's Response responds to Glendale's assertions and sets forth PSE's position as to why it is entitled to a § 363(m) good faith finding.

1 the Coyotes and Responding to PSE's and Debtors' Briefs Regarding Relocation and
2 Relocation Fees (and referenced exhibits) [DE 917]

3
4 3. PSE's Reply Brief in Further Support of (A) PSE's Motion for
5 Determination that the Coyotes May Be Relocated to Hamilton Notwithstanding the
6 NHL's Refusal to Consent, and (B) PSE's Motion to Determine Relocation Fee Issues
7 (and referenced exhibits) [DE 936]

8 **Related Documents**

- 9
10 ▪ Second Declaration of Andrew Zimbalist (and referenced exhibits) filed by
11 PSE [DE 826]
12 ▪ Expert Declaration of Daniel S. Barrett (and referenced exhibits) filed by the
13 NHL [DE 912]
14 ▪ Expert Declaration of Michael Papkoch (and referenced exhibits) filed by
15 the NHL [DE 912]
16 ▪ Third Declaration of Andrew Zimbalist (and referenced exhibits) filed by
17 PSE [DE 937]
18 ▪ PSE's Motion to Exclude the Expert Declarations of Daniel S. Barrett,
19 Michael Rapkoch and Franklin M. Fisher (and referenced exhibits) [DE 922]
20
21

22 **D. Sale Motions**

23
24 1. Debtors' Memorandum of Points and Authorities in Support of Sale of
25 Substantially All of Coyotes Hockey's Assets (NHL Issues) [DE 703] and Appendix of
26 Exhibits thereto [DE 704]

27 2. PSE Joinder in Debtors' Memorandum of Points and Authorities in Support
28 of Sale of Substantially All of Coyotes Hockey's Assets [DE 706]

1 3. City of Glendale, Arizona's Objection to Any Relocation Sale (and
2 referenced exhibits) [DE 839]

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4
5 **Related Documents**

- 6 ▪ NHL Brief in Support of the Sale of Assets to and Assumption of Liabilities
7 by Coyotes Newco, LLC and Arena Newco, LLC (and referenced exhibits)
8 [DE 820]
9
10 ▪ Limited Objection and Reservation of Rights of SOF Investments, L.P., et
11 al. With Respect to Auction/Sale of Phoenix Coyotes National Hockey
12 League Team [DE 874]
13
14 ▪ Debtors' (1) Statement of Position Regarding Bid of PSE Sports; and (2)
15 Objection to the Offer to Purchase the Assets of Coyotes Hockey and Arena
16 Management Submitted By Ice Edge Team, LLC and Ice Edge Arena
17 Management Group, LLC [DE 877]
18
19 ▪ Debtors' Objection to the National Hockey League's Offer to Purchase the
20 Assets of Coyotes Hockey and Arena Management [DE 878]
21
22 ▪ Statement of Position [on behalf of the Official Joint Committee of
23 Unsecured Creditors] Regarding Offers to Purchase Debtors' Assets [DE
24 880]
25
26 ▪ Moyes Objection to Sale of Assets to Ice Edge Group or NHL Affiliates; and
27 Response to the NHL's Brief in Support of the Sale to its Affiliates [DE
28 881]
 ▪ Ice Edge Omnibus Response to Objections of the Debtors, the Official Joint

1 Committee of Unsecured Creditors, and Jerry and Vickie Moyes to Ice Edge
2 Offer to Purchase the Assets of Coyotes Hockey and Arena Management
3 [899]

- 4 ▪ The NHL's Omnibus Reply in Support of the Sale of Assets to and
5 Assumption of Liabilities By Coyotes Hockey Newco, LLC and Arena
6 Newco, LLC [DE 911]
- 7 ▪ Moyes' Response to NHL's Omnibus Reply in Support of the Sale of Assets
8 and Assumption of Liabilities By Coyotes Hockey Newco, LLC and Arena
9 Newco, LLC [DE 934]
- 10 ▪ Debtors' Reply in Support of Objection to the National Hockey League's
11 Bid and Response to National Hockey League's Brief [DE 930]
- 12 ▪ Debtors' Reply to Omnibus Response to Objections of the Debtors, the
13 Official Joint Committee of Unsecured Creditors, and Jerry and Vickie
14 Moyes to Ice Edge Offer to Purchase the Assets of Coyotes Hockey and
15 Arena Management [DE 931]
- 16 ▪ Glendale's Reply to Glendale Sale Objections and Summary of Newly
17 Discovered Evidence (and referenced appendices and exhibits) [DE 556];
- 18 ▪ Declarations of Arthur Lynch, Tom Hocking and Gerald Sheehan (and all
19 referenced exhibits and appendices) [DE 282-284 respectively]
- 20 ▪ City of Glendale's Supplemental Objection to the Debtors' Sale Motion (and
21 referenced appendices and exhibits) [DE 281];
- 22 ▪ NFL Statement of Position [DE 136]; Office of the Commissioner of
23 Baseball Statement of Position [DE 137], NBA Statement of Position [DE
24 139]; NBA, NFL and Office of the Commissioner of Baseball Brief in

1 Support of NHL Objection to the Debtors' Request to Sell the Phoenix
2 Coyotes Under Sections 365 and 363 of the Bankruptcy Code [DE 277]

- 3 ▪ Motion of National Hockey League for a Determination that Debtors' NHL
4 Membership Rights May Not Be Transferred to PSE or an Affiliate Thereof
5 [584]
- 6 ▪ NHL Supplemental Submission in Support of Motion for A Determination
7 that Debtors' NHL Membership Rights May Not Be Transferred to PSE or
8 An Affiliate Thereof [DE 879]
- 9 ▪ NHL Objection to the Debtors' Request to Sell the Phoenix Coyotes Under
10 Sections 365 and 363 of the Bankruptcy Code [DE 293]
- 11 ▪ Transcript of Hearing on June 9, 2009 [DE 335]
- 12 ▪ Glendale's Reply to Glendale Sale Objections and Summary of Newly
13 Discovered Evidence, including any and all appendices and/or exhibits [DE
14 556] FILED UNDER SEAL
- 15 ▪ Complaint filed in Adv. Pro. No. 2:09-ap-00540; City of Glendale v.
16 Coyotes Hockey, LLC, including any and all appendices and/or exhibits
17 [Docket No. 1]
- 18 ▪ Complaint filed in Adv. Pro. No. 2:09-ap-00952; City of Glendale v. Jerry
19 Moyes, including any and all appendices and/or exhibits [Complaint filed
20 under seal] FILED UNDER SEAL
- 21 ▪ Objection of the City of Glendale, Arizona to Claims Asserted by Wayne
22 Gretzky, including any and all appendices and/or exhibits [DE 679] FILED
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1 UNDER SEAL⁸

2 **III. Proposed Agenda Summary**

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4 For ease of review by the Court, the Proposed Agenda would break down as
5 follows:

6 **A. September 10, 2009 (8:30 a.m. - 6:00 p.m.)**

- 7
- 8 • Introduction, making/clarification of bids
 - 9 • Cross/Redirect of Tom Wright
 - 10 • Argument re: Arena Issues (Debtors)
 - 11 • Argument re Arena Issues (Glendale)
 - 12 • Cross/Redirect of Andrew Zimbalist
 - 13 • Lunch
 - 14 • Cross/Redirect of Franklin Fisher
 - 15 • Cross/Redirect of Michael Rapkoch
 - 16 • Cross/Redirect of Daniel Barrett
 - 17 • Argument re Relocation Issues

18
19
20 **B. September 11, 2009 (8:30 a.m. - 4:00 p.m.)**

- 21
- 22 • Argument re Relocation Fee Issues
 - 23 • Cross/Redirect of Jim Balsillie
 - 24 • Cross/Redirect of Gary Bettman
 - 25 • Argument re §363(m) issues
 - 26 • Lunch

27
28 ⁸ The Debtors and PSE do not believe the items D.E. 335, 556, Adv. D.E. 1 and D.E. 679 should be included in this Agenda.

- Additional bidding/arguments on highest and/or best offer

RESPECTFULLY SUBMITTED this 9th day of September 2009.

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