

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

Stream TV Networks, Inc.,

Debtor.

Chapter 11

Case No. 21-10433 (KBO)

**NOTICE OF ISSUANCE OF SUBPOENA**

PLEASE TAKE NOTICE that, pursuant to Rule 45 of the Federal Rules of Civil Procedure, made applicable to this proceeding by Rule 9016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), SeeCubic, Inc., by and through their undersigned counsel, have issued a subpoena (the "Subpoena") to produce documents, information, or objects in a bankruptcy case (or adversary proceeding) on Glasses-Free Technologies, Inc. A copy of the Subpoena is attached hereto as Exhibit 1.

Dated: Wilmington, Delaware  
March 26, 2021

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

/s/ Jason M. Liberi

Robert S. Saunders (I.D. No. 3027)

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- and -

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*Counsel for SeeCubic, Inc.*

**EXHIBIT 1**

## UNITED STATES BANKRUPTCY COURT

District of DelawareIn re Stream TV Networks, Inc.

Debtor

Case No. 21-10433

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No. \_\_\_\_\_

Defendant

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)**To: Glasses-Free Technologies, Inc. c/o United States Corporation Agents, Inc. 221 N. Broad Street Suite 3A Middletown, Delaware 19709

(Name of person to whom the subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached schedules

PLACE

Skadden, Arps, Slate, Meagher &amp; Flom LLP (Attn: Jason Liberi) One Rodney Square, 920 N. King Street, Wilmington, DE 19801

DATE AND TIME

April 9, 2021 at 4:00 p.m. ET

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE

DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 3/26/2021

CLERK OF COURT

OR

\_\_\_\_\_  
Signature of Clerk or Deputy Clerk\_\_\_\_\_  
/s/ Jason Liberi

Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party)

SeeCubic, Inc., who issues or requests this subpoena, are:Jason M. Liberi, Esq., Skadden, Arps, Slate, Meagher & Flom LLP, 920 N. King Street, Wilmington, DE 19801, 302-651-3023, jason.liberi@skadden.com**Notice to the person who issues or requests this subpoena**

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

**PROOF OF SERVICE**

**(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)**

I received this subpoena for *(name of individual and title, if any)*: \_\_\_\_\_  
on *(date)* \_\_\_\_\_.

☐ I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the subpoena unexecuted because: \_\_\_\_\_  
\_\_\_\_\_

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_.

I declare under penalty of perjury that this information is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information concerning attempted service, etc.:

**Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)**  
**(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)**

**(c) Place of compliance.**

*(1) For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

*(2) For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

*(1) Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

*(2) Command to Produce Materials or Permit Inspection.*

*(A) Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

*(B) Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

*(3) Quashing or Modifying a Subpoena.*

*(A) When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

*(B) When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

*(C) Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

*(1) Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

*(A) Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

*(B) Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

*(C) Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

*(D) Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

*(2) Claiming Privilege or Protection.*

*(A) Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

*(B) Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

**(g) Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

## **SCHEDULE A** **DEFINITIONS**

For the purposes of these Requests for production of Documents, the following definitions shall apply. These definitions are to be construed in the broadest sense permitted by the Bankruptcy Rules and the Federal Rules.

A. “Communication” shall mean the transmission of information (in the form of facts, ideas, inquiries or otherwise) by any means, including, but not limited to, any meeting, conversation, discussion, conference, correspondence, message, instant message (including Bloomberg, Facebook, Instagram, WhatsApp, Gchat, iMessage), text message or other written or oral transmission, exchange or transfer of information in any form between two or more Persons, including in Person or by telephone, facsimile, telegraph, telex, letter, email or other medium.

B. “Debtor” shall mean Stream TV Networks, Inc., as debtor and debtor-in-possession in the above-captioned chapter 11 case, and its officers, directors, employees, agents, legal counsel, or any other person acting or purporting to act on its behalf.

C. “Document” shall have the broadest meaning ascribed to that term by Federal Rule 34, made applicable pursuant to Bankruptcy Rules 7026, 7034, 9014, and 9016 and includes, but is not limited to, any written, printed, typed, recorded, electronic, or graphic matter of any kind and shall include the originals and each and all non-duplicate copies and all drafts thereof which presently are or have been in your actual or constructive possession, custody or control, or which are or have been otherwise available to you, or which are or have been known to you, including, but not limited to correspondence, e-mails, text messages, chats, calculations, dockets, telegrams, telecopies, memoranda, statistical compilations, files, books, records, reports, analyses, evaluations, business plans, legal pleadings, speeches, calendar or diary entries, travel records, expense records, promotional materials, books of account, guidelines, summaries, charts, handwritten notes, drafts, charges, lists, directives, orders, tabulations, minutes and records of meetings, telephone records, and presentations. The term “Document” further includes data processing, computer printouts, photographs, film, slides, audio recordings, video recordings, tapes, discs, or retrieval listings, together with programs and program documentation necessary to utilize or retrieve such information, and all other mechanical or electronic means of storing or recording information, as well as tape, film, or cassette sound or visual records, and reproductions or film impressions of any of the aforementioned writings.

D. “GFT” shall mean Glasses-Free Technologies, Inc., a Delaware entity, and its officers, directors, employees, agents, legal counsel, or any other person acting or purporting to act on its behalf.

E. “Hawk” shall mean Hawk Investment Holdings Limited, an entity registered in Guernsey, and its officers, directors, employees, agents, legal counsel, or any other person acting or purporting to act on its behalf.

F. “Omnibus Agreement” shall mean that certain agreement dated May 6, 2020, by and among the Debtor, SLS, Hawk and certain investors.

G. "Motion to Dismiss" shall mean the *Motion of SeeCubic, Inc. and SLS Holdings VI, LLC for an Order Dismissing Debtor's Chapter 11 Case* [D.I. 46], filed on March 12, 2021 by SeeCubic, Inc. and SLS Holdings VI, LLC seeking to dismiss the above-captioned chapter 11 case.

H. "Person" shall mean, without limitation, any natural person, individual, party, firm, sole proprietorship, partnership, corporation, limited liability company, association, trust, governmental body or agency, or other entity, and all past and present members, managing members, limited partners, officers, directors, employees and agents, along with all others acting or purporting to act on such Person's behalf.

I. "SeeCubic" shall mean SeeCubic, Inc., and its officers, directors, employees, agents, legal counsel, or any other person acting or purporting to act on its behalf.

J. "SLS" shall mean SLS Holdings VI, LLC, a Delaware limited liability company, and its officers, directors, employees, agents, legal counsel, or any other person acting or purporting to act on its behalf.

K. "VTI" shall mean Visual Technology Innovations, Inc., and its officers, directors, employees, agents, legal counsel, or any other person acting or purporting to act on its behalf.

L. "You" and "Your" as used herein means and includes GFT.



## **SCHEDULE B** **INSTRUCTIONS**

A. Each Request herein extends to all responsive Documents, as they are kept in the usual course of business, or organized and labeled to correspond with the Request to which they are responsive, in the possession, custody, or control of You or anyone acting on Your behalf. A Document is deemed to be in Your possession, custody, or control if it is in Your physical custody, or if it is in the physical custody of any other Person and You: (i) own such Document in whole or in part; (ii) have a right, by contract, statute, or otherwise, to use, inspect, examine, or copy such Document on any terms; (iii) have an understanding, express or implied, that You may use, inspect, examine, or copy such Document on any terms; or (iv) as a practical matter, have been able to use, inspect, examine, or copy such Document when You sought to do so. If any requested Document was, but no longer is, in Your possession, custody, or control, state the disposition of each such Document.

B. All Documents requested herein shall be produced in their entirety, along with any attachments, drafts, and non-identical copies, including copies that differ due to handwritten notes or other notes or markings.

C. All Documents requested herein must be produced in electronic form in such a way as to preserve and provide, and not hide, customary information, data, and metadata including but not limited to author(s), recipients(s), custodian(s), file name(s), document creation and revision date(s), and document transmittal date(s). When necessary to preserve and provide context or otherwise provide useable information, electronic documents such as Excel files shall be produced in their native format.

D. If any Document requested herein is withheld on the basis of any claim of privilege, you are requested to submit, in lieu of any such Document, a written statement: (i) identifying the Person(s) who prepared or authored the Document and, if applicable, the Person(s) to whom the Document was sent or shown; (ii) specifying the date on which the Document was prepared or transmitted; (iii) describing the nature of the Document (e.g., letter, telegram, etc.); (iv) stating the basis for the assertion of privilege; and (v) identifying the paragraph(s) of the Requests to which the Document relates.

E. If a portion of an otherwise responsive Document contains information subject to a claim of privilege, only that portion of the Document subject to the claim of privilege shall be deleted or redacted from the Document and the rest shall be produced. For each such redaction, You shall provide a written statement following the instructions set forth in the preceding paragraph.

F. Where an objection is made to any Request, the objection shall state with specificity all grounds for the objection.

G. If any Document requested herein was formerly in your possession, custody, or control and has been lost or destroyed or otherwise disposed of, you are requested to submit, in lieu of any such Document, a written statement: (i) describing in detail the nature of

the Document and its contents; (ii) identifying the Person(s) who prepared or authored the Document, and, if applicable, the Person(s) to whom the Document was sent; (iii) specifying the date on which the Document was prepared or transmitted; (iv) specifying the date on which the Document was lost or destroyed and, if destroyed, the conditions of and reasons for such destruction and the Person(s) performing the destruction; and (v) identifying the paragraph(s) of the Requests to which the Document relates.

H. The word “all” shall also include “each of,” and vice versa. The word “any” shall be construed to mean “any and all” where the effect of such construction is to broaden the scope of the Document Request.

I. “And” and “or” shall be construed to be either conjunctive or disjunctive as the context requires so that each Request shall be construed broadly rather than narrowly.

J. The term “including” shall not be construed to limit the scope of any Request.

K. Each Definition, Instruction, and Request herein shall be construed independently and not with reference to any other Definition, Instruction, or Request for the purposes of limitation.

L. Whenever necessary to bring within the scope of a Request, documents or information that might otherwise be construed to be outside its scope (a) the use of a verb in any tense shall be construed as the use of that verb in all other tenses; (b) the use of a word in its singular form shall be deemed to include within its use the plural form, and vice versa; (c) the use of the masculine form of a noun or pronoun shall include the feminine form, and vice versa; and (d) the use of conjunctive or disjunctive, respectively, shall be construed as necessary to be inclusive rather than exclusive.

M. These Requests are continuing in nature and, pursuant to Federal Rule 26(e), You shall provide, by way of supplemental responses, such additional information as You or any Person acting on Your behalf may hereafter obtain or become aware of, which will augment, modify, or clarify the responses now given, or otherwise be responsive to any of these Requests.

N. Unless a different date or time period is identified in a specific Request, the time period applicable to the Requests is December 8, 2020 through the date of Your response to the Requests.

**SCHEDULE C**  
**REQUESTS FOR PRODUCTION**

1. Documents sufficient to identify all Persons with whom You, VTI, or the Debtor have had any Communications or negotiations since December 8, 2020, concerning any potential or actual (i) debt financing, equity financing, investment, or other financial contribution of any kind or nature, (ii) sale or acquisition of any kind or nature with respect to the Debtor or its assets (if any), or (iii) sponsors, investors, or supporters of any chapter 11 plan of reorganization or liquidation.

2. All Documents and Communications since December 8, 2020 concerning any potential or actual (i) debt financing, equity financing, investment, or other financial contribution of any kind or nature, (ii) sale or acquisition of any kind or nature with respect to the Debtor or its assets (if any), or (iii) sponsors, investors, or supporters of any chapter 11 plan of reorganization or liquidation.

3. All Documents and Communications concerning any assets in the Debtor's ownership, possession, custody, or control which the Debtor contends are not subject to transfer to SeeCubic pursuant to the Omnibus Agreement.

4. All Documents and Communications concerning any assets in the Debtor's ownership, possession, custody, or control which the Debtor contends are not collateral subject to liens or security interests of SLS and Hawk as secured creditors of the Debtor.

5. All Documents and Communications concerning any potential or actual customer, client, contract, or commercial relationship of any kind or nature which the Debtor contends will result in current or future sales, revenues, income, profits, or financial compensation or remuneration of any kind or nature, including but not limited to contracts, commitment letters, or purchase orders. There is no time period limitation applicable to this Request (*i.e.*, the Request applies to all Documents and Communications regardless of date).