

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

In re:))	Chapter 11
))	
SPEEDCAST INTERNATIONAL LIMITED,))	Case No. 20-32243 (MI)
<i>et al.</i> ,))	
))	(Jointly Administered)
Reorganized Debtors. ¹))	

**CARNIVAL CORPORATION’S MOTION FOR AN ORDER
(I) RE-OPENING THE CHAPTER 11 CASES OF MARITIME
COMMUNICATION SERVICES, INC. AND SPEEDCAST INT’L LTD.
AND (II) INTERPRETING AND ENFORCING THE CHAPTER 11 PLAN**

If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at <https://ecf.txsb.uscourts.gov/> within twenty-one days from the date this Motion was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within 21 days from the date this motion was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on March 25, 2026, at 9:30 a.m. (prevailing Central Time) in Courtroom 404, 515 Rusk Street, Houston, Texas 77002. Participation at the hearing will only be permitted by an audio and video connection.

Audio communication will be by use of the Court’s dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Isgur’s conference room number is 954554. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Isgur’s homepage. The meeting code is “JudgeIsgur”. Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the “Electronic Appearance” link on Judge Isgur’s homepage. Select the case name, complete the required fields and click “Submit” to complete your appearance.

Carnival Corporation (“Carnival”) hereby files this *Motion for Entry of an Order (I) Re-Opening the Chapter 11 Cases of Maritime Communication Services, Inc. and Speedcast Int’l Ltd. and (II) Interpreting and Enforcing the Chapter 11 Plan* (the “Motion”) with respect to the chapter

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <http://www.kccllc.net/speedcast>. The Debtors’ service address for the purposes of these chapter 11 cases is 4400 S. Sam Houston Parkway East, Houston, Texas 77048.



11 cases of Maritime Communications Services, Inc. (“Maritime”) and its debtor affiliate Speedcast International Limited (“Speedcast” and, together with Maritime and their 31 reorganized debtor-affiliates in these chapter 11 cases, the “Debtors”) and respectfully states as follows:

Preliminary Statement

1. This Motion asks the Court to enforce the chapter 11 plan by enjoining claims that the Debtors wrongly concealed in these chapter 11 cases.

2. According to their first-day filings, the Debtors entered chapter 11 in dire financial straits. In April 2020, they represented to this Court that they had only \$30 million in cash on hand. Without authorization to use cash collateral, they claimed, they would be cash-flow negative in a week’s time. Six months later, at a hearing on their request for more DIP financing, they doubled down on those representations, resubmitting a forecast that showed the Debtors barely scraping by with a liquidity cushion of a few million dollars throughout that month of October 2020. Based on those representations, the Court authorized hundreds of millions in DIP loans, at a cost to the estate of over a million dollars each month in interest and fees.

3. After obtaining extensive bankruptcy relief, Maritime quickly changed its tune. In May 2021, post-effective date and just weeks after its administrative claims bar date, Maritime suddenly claimed that in each and every month of its bankruptcy proceeding, its estate had accumulated millions in short-term receivables against executory contract counterparty Carnival. Despite totaling tens of millions of dollars in the aggregate, these claims were never disclosed in these chapter 11 cases and cannot be squared with the liquidity crunch that justified not one but two DIP financings in these cases.

4. If Maritime's claims for payment are valid and were not, as Carnival contends, resolved in COVID-driven negotiations that took place during its restructuring, then Maritime (1) failed to disclose those material assets to this Court and to its creditors; (2) actively declined to invoice those amounts until shortly after its plan had gone effective, when any resulting cash receipts could be better kept from the eyes (and reach) of its unsecured creditors; and (3) allowed a \$6.3 million estate asset, held in trust for unsecured creditors as fiduciary beneficiaries, to vanish overnight for its failure to timely invoice. Perhaps cognizant of these contradictions, Maritime went silent as to its alleged "claims" against Carnival shortly after asserting them in 2021.

5. Now, in a complaint filed against Carnival in Florida district court earlier this month, Maritime seeks to recover overdue accounts receivable of \$53,464,980.32—a remarkable figure that, for context, is equal to half the estimated costs of the Debtors' restructuring in this Court.

6. Bankruptcy law does not permit this. Maritime is barred from pursuing the claims of its former estate for two reasons. It lacks standing to pursue the claims because it failed to retain them in its chapter 11 plan. And, it is judicially estopped from pursuing the claims because, by failing to disclose them as assets in these chapter 11 cases, it asserted that those claims did not exist. For both reasons, this Court's confirmation order bars Maritime's litigation against Carnival. The Court should reopen the cases of Maritime and lead debtor Speedcast for the limited purpose of interpreting and enforcing the chapter 11 plan to enjoin Maritime's claims against Carnival.

Requested Relief

7. By this Motion, Carnival respectfully requests entry of an order (the "Order"), substantially in the form attached hereto,

- (i) re-opening the chapter 11 cases of Maritime and Speedcast for the limited purpose of interpreting and enforcing the Plan and granting related relief;

- (ii) declaring that (a) Maritime lacks standing to pursue the causes of action for breach of contract and account stated set forth in its February 4, 2026 complaint filed against Carnival in Florida district court (the “Florida Causes of Action”) because it failed to properly retain the Deficiency Claims (as defined below) under § 1123 of the Bankruptcy Code,² and (b) Maritime is judicially estopped from pursuing the Florida Causes of Action because it asserted that the Deficiency Claims (as defined below) did not exist when it failed to disclose them as assets in these chapter 11 cases; and
- (iii) permanently enjoining Maritime from continuing to prosecute, and from taking any action to pursue, enforce, monetize, or otherwise recover on, the Florida Causes of Action.

Jurisdiction and Venue

8. The Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 1334 and 157, and the Standing Order of Reference dated May 24, 2021, General Order 2012-6 (S.D. Tex. 2021) (Hinojosa, R.). The Court has exclusive jurisdiction to hear the Motion by virtue of § 11.1 of Maritime’s chapter 11 Plan and ¶ 46 of the Confirmation Order, each as defined herein.

9. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (L) and (O). Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

10. The statutory bases for the requested relief are §§ 105(a), 323, 350(b), 521, 541, 1107(a), 1123(b)(3)(B), and 1125 of the Bankruptcy Code and Rule 5010 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).³

Background

A. The MSA

11. On December 21, 2018, Maritime and Carnival entered into the *December 21, 2018 Master Agreement for Communication Services* (the “MSA”) under which Maritime provided satellite-based bandwidth and related services to cruise lines owned by Carnival. Relevant excerpts

² Unless otherwise stated, all section numbers referenced herein refer to sections of the Bankruptcy Code.

³ Unless otherwise stated, all rule numbers referenced herein refer to the Bankruptcy Rules.

of the MSA are attached hereto as **Exhibit A**. Pursuant to the terms of the MSA, each Carnival cruise line was to be billed monthly for its actual bandwidth usage in the preceding month. MSA §§ 4.1, 4.2. In addition, if the combined bandwidth usage for all the covered cruise lines fell below 8.5 Gbps of bandwidth for any given month (the “Minimum Bandwidth”), Carnival was required to pay that shortfall or “deficiency” amount. *See* MSA § 4.6, Appendix V § 7. In return, Maritime was required to secure that Minimum Bandwidth for Carnival’s use. *See* MSA § 4.6, Appendix V § 7.

12. The MSA set forth the following detailed payment and invoicing provisions for usage-based charges:

[U]sage-based charges will be billed monthly in arrears. . . .
[Maritime] will endeavor to issue invoices within fifteen (15) days after the close of each calendar month, and all undisputed charges set forth in such invoice will be due and payable thirty (30) days from the date of receipt of the invoice.

. . . .

[Maritime] acknowledges and agrees that [Carnival] may be prejudiced by [Maritime’s] failure to timely issue invoices. [Carnival] will have no obligation to pay any charges contained in any invoice with respect to [] [s]ervices that were provided to [Carnival] more than nine (9) months prior to the date on which such charges first appear in an invoice. . . .

MSA §§ 4.3, 4.4.

B. The Chapter 11 Cases

13. In spring 2020 and amid the COVID-19 pandemic, the Center for Disease Control issued the first in a series of “no-sail” orders. *See* “No Sail Order and Suspension of Further Embarkation,” 85 Fed. Reg. 16628, 16631 (Mar. 24, 2020) (with subsequent orders extending the same, the “No-Sail Orders”). As a result, Carnival’s aggregate monthly bandwidth usage fell below the Minimum Bandwidth. Citing “the recent and dramatic impact of the COVID-19 pandemic” on its customers in its maritime business and a corresponding “dramatic reduction in cash receipts,”

Maritime, Speedcast, and 31 of their affiliates commenced chapter 11 proceedings in this Court on April 23, 2020 (jointly administered as captioned above, the “Chapter 11 Cases”).⁴ First-Day Dec. (defined below) ¶ 32.

i. Initial Disclosures and DIP Financing

14. According to their first-day filings, the Debtors entered chapter 11 in dire financial straits. They represented to this Court that they had only \$30 million in cash on hand and, without the court’s authorization to use cash collateral, would be cash-flow negative in a week’s time. *See Declaration of Michael Healy in Support of the Debtors’ Chapter 11 Petitions and First-Day Relief* [Docket No. 16] ¶ 38 (the “First-Day Dec.”). They asserted that, in light of their financial state, “they need[ed] approximately \$90 million of new-money financing through the course of these Chapter 11 Cases, of which \$35 million must be available during the interim period.” *Id.* at ¶ 47.

15. Based on those representations, this Court authorized \$90 million in new-money DIP financing on May 20, 2020. *See Final Order (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* [Docket No. 239] § 4(b).

16. In September 2020, the Debtors sought additional DIP financing from new lender Centerbridge because they needed “an adequate liquidity cushion” and were at risk of being “unable to fund” their chapter 11 cases if this Court did not authorize further borrowing. *See Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use Cash Collateral, (II)*

⁴ All docket numbers herein refer to the lead docket of Speedcast Int’l Ltd, Case No. 20-32243.

Amending the Interim and Final Orders, and (III) Granting Related Relief [Docket No. 686] ¶¶ 33–34 (the “Second DIP Motion”). Based on those representations, on October 5, 2020, this Court authorized an additional \$285 million in post-petition financing. *See Final Order (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief* [Docket No. 777] (the “Second DIP Order”) at 2.

ii. *Treatment of the MSA in Chapter 11*

17. Throughout these Chapter 11 Cases, Maritime continued to bill Carnival normally under the MSA, with each monthly invoice issued within a few weeks of that month’s close. Although Maritime now asserts that the aggregate bandwidth usage across all Carnival’s contracted cruise lines remained below the prescribed Minimum Bandwidth following its drop in May 2020, Maritime did not issue any deficiency invoices charging Carnival for the shortfall—perhaps because, as it acknowledged in the First-Day Dec., those shortfalls were the unavoidable consequence of COVID-19 and the resulting No-Sail Orders, as the parties had discussed at length while endeavoring to find a workable solution to the impact of the pandemic on their business dealings. *See* First-Day Dec. ¶ 32. Without consumer needs demanding it on the other end, Maritime stopped securing the Minimum Bandwidth for Carnival’s monthly use.

18. At the same time, Maritime was negotiating with Carnival to renew the MSA following expiration of its term on December 31, 2021. MSA § 2. Carnival’s low monthly bandwidth usage informed those negotiations, as did the continuing impact of the No-Sail Orders on cruise operations.

19. Ultimately, the parties were successful in finding a commercially viable way to sustain their business relationship through the pandemic, and on November 16, 2020, the Debtors filed their *Notice of Intent to Assume and Cure Amounts with Respect to Executory Contracts and*

Unexpired Leases of Debtors [Docket No. 958] (the “Nov. 16, 2020 Assumption Notice”) identifying the MSA for intended assumption. *See* Schedule of Assumed Contracts and Leases and Proposed Cure Amounts, Nov. 16, 2020 Assumption Notice, Exhibit A-3 at 22. Maritime affirmed its intent to assume on December 1, 2020 in the schedules to its first plan supplement and ultimately assumed the MSA as part of its chapter 11 plan on March 11, 2021. *See* Schedule of Assumed Contracts and Leases at 25, attached as Exhibit E-3 to the *Notice of Filing of Plan Supplement in Connection with Second Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliated Debtors* [Docket No. 1011].

iii. *The Disclosure Statement & Plan*

20. On November 3, 2020, the Debtors filed their *Notice of Filing of Solicitation Version of Disclosure Statement for Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates* [Docket No. 899] attaching as Exhibit A the disclosure statement in its final solicitation version (the “Disclosure Statement”). The Disclosure Statement revealed a dismal outcome for the Debtors’ unsecured creditors. For their estimated \$67 million to \$93 million in unsecured trade claims, the Debtors would pay \$25 million in cash for an estimated a recovery of 27-37%. Disclosure Statement at 7; Plan, Disclosure Statement Exhibit A at 17. For the estimated \$507 million to \$516 million in other unsecured claims, the Debtors estimated a 0% or *de minimis* recovery, depending on the outcome of certain litigation claims funneled to a litigation trust with \$2.5 million in funding. Disclosure Statement at 7–9.

21. On January 22, 2021, the Court entered its *Findings of Fact, Conclusions of Law, and Order (I) Approving Disclosure Statement on a Final Basis, (II) Confirming Third Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates, (III) Approving Plan Settlement Agreement, and (IV) Granting Related Relief* [Docket No. 1397] (the “Confirmation Order”) confirming the Debtors’ *Third Amended Joint Chapter 11 Plan of*

Speedcast International Limited and its Debtor Affiliates (as attached to the Confirmation Order as Exhibit A, and together with its operative plan supplements, the “Plan,” and, together with the Disclosure Statement and Confirmation Order, the “Plan Documents”).

iv. *Maritime’s Exit from Chapter 11*

22. On March 11, 2021 (the “Effective Date”), the Plan went effective. *Notice of (I) Entry of Order Approving Disclosure Statement on a Final Basis and Confirming Third Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates and (II) Occurrence of Effective Date* [Docket No. 1498] at 1.

23. On March 7, 2022, the Debtors filed a notice that the Plan had been substantially consummated and asked this Court to enter a final decree closing all of the Chapter 11 Cases other than the lead case of debtor Speedcast, which would remain open for resolution of any pending matters. *See Reorganized Debtors’ Motion for Entry of Final Decree Closing Certain of the Chapter 11 Cases* [Docket No. 1908] at 9–11. On April 21, 2022, the Court entered a final decree closing 31 of the 33 Chapter 11 Cases, including that of Maritime. *Final Decree Closing Certain of the Chapter 11 Cases* [Docket No. 1924] (the “Final Decree”). The Final Decree noted that the Court would “retain jurisdiction and authority with regard to any claims or causes of action arising under or relating to any of the Debtors or any of the cases of any of the Debtors” Final Decree at ¶ 6.⁵

24. On June 6, 2025, Speedcast and Speedcast Group Holdings Pty Ltd filed their *Motion of Speedcast International Limited and Speedcast Group Holdings Pty Ltd for Entry of Final Decree and Order Closing the Remaining Chapter 11 Cases* [Docket No. 2075], and on June

⁵ On February 18, 2026, Peter Kravitz, Litigation Trustee of the Speedcast Creditor Litigation Trust, filed his *Emergency Motion to Temporarily Reopen Chapter 11 Case of Speedcast International Limited for a Limited Time for the Sole and Limited Purpose of Extending the Term of the Litigation Trust* (the “Trust Extension Motion”). The Trust Extension Motion is set for hearing on February 27, 2026, at 10:00 a.m. (Central Time).

30, 2025, the Court entered a *Final Decree and Order Closing the Remaining Chapter 11 Cases* [Docket No. 2077].

C. The May 28, 2021 Demands

25. In May 2021, liberated from the reporting requirement to disclose its monthly cash receipts and barely clear of its administrative claims bar date,⁶ Maritime dropped an extraordinary claim on Carnival: Carnival, it now claimed, in each and every month of these Chapter 11 Cases, had been accruing millions of dollars in unpaid charges on account of the shortfall in its bandwidth usage. For bandwidth that it did not use, Maritime claimed, Carnival now owed \$30 million—increased weeks later with the addition of further ‘deficiency invoices’ to a total of **\$31,873,591.50**.⁷ *See* Compl. ¶¶ 21, 26; Forfeited Invoices (defined below). According to Maritime, it had been sitting on these highly liquid assets throughout the pendency of these Chapter 11 Cases and simply declined to invoice until, conveniently, doing so would not place the receipts within reach of its unsecured creditors. *See* Compl. ¶¶ 21–24.

26. That delay was not cost-free. Included in the stack of surprise invoices were three corresponding to Carnival’s under-usage in the months of May, June, and July 2020 (the “Forfeited Invoices”). Because the Forfeited Invoices were issued more than 9 months after service, any charges thereunder were void pursuant to the MSA—as Maritime has subsequently acknowledged. *See* MSA § 4.4; Compl. ¶ 40 (omitting the Forfeited Invoices from amounts claimed). The

⁶ As set forth in the *Debtors’ Notice of (I) Entry of Order Approving Disclosure Statement on a Final Basis and Confirming Third Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates and (II) Occurrence of Effective Date*, [Docket No. 1498], the administrative claims bar date occurred 30 days after the Effective Date, i.e., April 10, 2021.

⁷ As the Complaint omits mention of the Forfeited Invoices, defined and explained *infra*, copies of those documents are attached hereto as **Exhibit B**.

Forfeited Invoices totaled \$6.3 million dollars, and constituted—again, according to Maritime⁸—a \$6.3 million estate asset permitted to vanish while held in trust for unsecured creditors.

27. Maritime sprung these claims on Carnival in May 2021, when the parties were negotiating for renewal of the MSA at the year-end expiration of its term. In response, Carnival made its view clear: these deficiency claims had already been addressed in the course of the parties’ shared efforts to preserve their business relationship notwithstanding the impacts of COVID-19.

28. Shortly thereafter and having obtained whatever negotiating leverage it could from the surprise invoices, Maritime went dark, and the notion that Carnival owed deficiency payments for bandwidth under-usage during the pandemic disappeared as suddenly as it had surfaced. For the rest of the year, Maritime would issue no additional deficiency invoices, even though it now asserts Carnival’s usage remained below the Minimum Bandwidth into the fall of 2021.

D. The Feb. 25, 2022 Demands

29. On January 1, 2022, and following over 8 months of negotiations, Carnival and Maritime executed an amended services agreement (the “2022 MSA”) to replace the original MSA. Compl. ¶ 30.⁹

30. On February 25, 2022, Carnival received another batch of surprise invoices. Maritime now claimed Carnival owed a further \$4.2 million for additional under-usage months, for a grand total of \$36 million in deficiency charges (these and any other claims arising from or related to Carnival’s under-usage of bandwidth in any month falling within the terms of the MSA,

⁸ For the avoidance of doubt, Carnival understood that these claims, like all Maritime’s other deficiency claims, had been resolved in the parties’ COVID-driven negotiations.

⁹ To be sure, the 2022 MSA contained a so-called “zipper clause” stating that, for the avoidance of doubt, the 2022 MSA was not a release or waiver of any outstanding amounts owed by Carnival under the original MSA. Again, Carnival maintains that the Deficiency Claims were resolved long before execution of that document, in the parties’ efforts to preserve a commercially viable business relationship during the pandemic.

including for the avoidance of doubt secondary claims arising from those claims (e.g., interest charges), the “Deficiency Claims”). These Deficiency Claims were set forth in fourteen deficiency invoices (the “Deficiency Invoices”) corresponding to (i) the forfeited months of May, June, and July 2020; (ii) the months between August 2020 and February 2021, inclusive (the “Pre-Effective Date Months”); and (iii) the months between March 2021 and September 2021, inclusive (the “Post-Effective Date Months”), as summarized in the following chart:

key ch. 11 events		month of usage	principal claimed in Deficiency Invoice	principal accrued as of end of month
April 23, 2020 Petition Date; First DIP Motion filed				
May 5, 2020 Final DIP Order	Forefeited Invoices	May 2020	\$299,048.42	\$299,048.42
		June 2020	\$2,743,526.30	\$3,042,574.72
		July 2020	\$3,261,616.07	\$6,304,190.79
		Aug. 2020	\$3,710,434.47	\$10,014,625.26
Sep. 12, 2020 Second DIP Motion filed	Invoices for Pre-Effective Date Months	Sept. 2020	\$3,135,815.99	\$13,150,441.25
Sep. 18, 2020 interim hr'g & order on Second DIP Motion		Oct. 2020	\$2,797,037.11	\$15,947,478.36
Oct. 5, 2020 final hr'g & order on Second DIP Motion		Nov. 2020	\$2,875,503.40	\$18,822,981.76
		Dec. 2020	\$2,840,598.14	\$21,663,579.90
Jan. 21, 2021 final day of confirmation hr'g		Jan. 2021	\$2,827,901.65	\$24,491,481.55
Jan. 22, 2021 Confirmation Order		Feb. 2021	\$1,829,907.85	\$26,321,389.40
		March 2021	\$1,849,819.48	\$28,171,208.88
March 11, 2021 Effective Date	Invoices for Post-Effective Date Months	April 2021	\$1,829,190.33	\$30,000,399.21
April 10, 2021 Admin. Claims Bar Date		May 2021*	\$1,873,192.29	\$31,873,591.50
May 5, 2021 first set of invoices sent		June 2021*	\$1,939,966.12	\$33,813,557.62
		July 2021*	\$1,429,685.89	\$35,243,243.51
		Aug. 2021*	\$611,781.29	\$35,855,024.80
		Sept. 2021*	\$171,410.11	\$36,026,434.91

*as alleged in the 2025 Demand Letter

31. Carnival’s position remained as ever: that the parties had addressed COVID-era shortfalls during negotiations to preserve continued business dealings in the pandemic era. Shortly thereafter, Maritime and its deficiency claims went dark once again.

E. The December 2025 Demand and District Court Action

32. Nearly four years later, Maritime resurfaced the deficiency invoices for the third time, this time adding interest, for a new grand total of \$53,464,980.32. *See December 15, 2025 letter from Maritime Communication Services, Inc., to Carnival Corporation* (the “2025 Demand Letter”), attached hereto as **Exhibit C**, at 2–3.

33. On January 5, 2026, Carnival acknowledged receipt of the 2025 Demand Letter and stated that a substantive response was in progress.

34. On February 4, 2026, Maritime commenced civil litigation against Carnival (the “Florida Proceeding”) by filing a complaint (the “Complaint”) in the United States District Court for the Southern District of Florida (the “Florida District Court”) seeking \$53,464,980.32 on grounds of contract breach and account stated.¹⁰ This figure included an alleged \$23.7 million in interest charges that had allegedly accrued to Maritime’s benefit while it lay in wait to sue. *See Complaint* ¶ 3; 2025 Demand Letter at 2–3.

35. On February 24, 2026, and substantially contemporaneously with the filing of this Motion, Carnival filed a motion with the Florida District Court requesting a stay of the Florida Proceeding pending this Court’s ruling on key bankruptcy law issues that Carnival contends bar Maritime’s prosecution of the Florida Causes of Action.

¹⁰ Case No. 1:26-cv-20739. A copy of the Complaint is attached hereto as **Exhibit D**.

Basis for Relief

I. The Chapter 11 Cases of Maritime and Speedcast Should be Re-Opened to Allow the Court to Interpret and Enforce its Confirmation Order and the Chapter 11 Plan

36. Section 350(b) of the Bankruptcy Code provides that a “[a] case may be reopened in the court in which such case was closed to administer assets, to accord relief to the debtor, or for other cause.” 11 U.S.C. § 350(b). A court has broad discretion to reopen a case for “other cause” and exercises that discretion as a court of equity and in consideration of the specific circumstances before it. *Rodriguez v. EMC Mortg. Corp. (In re Rodriguez)*, No. 00-50657, 2001 WL 360713, at *2 (5th Cir. March 15, 2001) (unpublished) (“The determination of the existence of cause is an equitable one, which ‘depends upon the circumstances of the individual case.’” (citing *In re Case*, 937 F.2d 1014, 1018 (5th Cir. 1991))); *In re Shondel*, 950 F.2d 1301, 1304 (7th Cir. 1991) (“In exercising its discretion to reopen a case, ‘the bankruptcy court should exercise its equitable powers with respect to substance and not technical considerations that will prevent substantial justice.’” (quoting *In re Stark*, 717 F.2d 322, 323 (7th Cir. 1983))). Bankruptcy Rule 5010 provides that a request to reopen is sought by motion and can be filed by any “party in interest.” *See also* 11 U.S.C. § 1109(b) (providing non-exclusive list of entities qualifying as parties-in-interest).

37. Carnival is a party-in-interest as a creditor and executory contract counterparty. It was a creditor, as the Debtors acknowledged, by virtue of Maritime’s obligations to it under the MSA. *See In re El Paso Refinery, L.P.*, 220 B.R. 37, 41 (Bankr. W.D. Tex. 1998) (a debtor’s executory contract counterparty “has a claim pending against the debtor as of the moment of the petition”) (emphasis omitted); Consolidated Creditors Matrix at 102, attached as Exhibit A to the *Notice of Filing of Consolidated Creditor Matrix* [Docket No. 237] (listing Carnival as a creditor in these Chapter 11 Cases). The MSA also rendered Carnival a “party-in-interest” because, as an executory contract counterparty, it risked being “directly and adversely affected by the

reorganization plan.” *See, e.g., Truck Ins. Exch. v. Kaiser Gypsum Co., Inc.*, 602 U.S. 268, 277 (2024) (an entity qualifies as a party-in-interest if “it may be directly and adversely affected by the reorganization plan”); *In re Wells*, 227 B.R. 553, 560 (Bankr. M.D. Fla. 1998) (an executory contract counterparty has a “direct legal and pecuniary interest in the outcome of [the] bankruptcy case” sufficient to confer standing as a party-in-interest under §1109); *In re Suffolk Reg’l Off-Track Betting Corp.*, 462 B.R. 397, 413–14 (Bankr. E.D.N.Y. 2011) (debtor’s contract counterparty had standing as such as a party-in-interest).

38. Cause exists to reopen these cases because the parties disagree as to whether Maritime’s Plan bars the Florida Proceeding. The need to interpret and enforce a confirmed plan of reorganization is quintessential cause for reopening. *See, e.g., In re Lazy Days’ RV Ctr. Inc.*, 724 F.3d 418, 424 (3d Cir. 2013) (affirming bankruptcy court’s decision to reopen a case to interpret a settlement agreement embedded in a confirmed chapter 11 plan); *In re Rodriguez*, 2001 WL 360713, at *2–*3 (bankruptcy court did not abuse its discretion in reopening case to clarify effects of discharge order).

39. Cause also exists in Maritime’s failure to schedule its claims against Carnival as material assets of the estate. A reorganized debtor’s failure to schedule an asset constitutes “cause” to reopen over that debtor’s objection. *See, e.g., In re Shondel*, 950 F.2d at 1304–05. “Cause” deriving from Maritime’s incomplete disclosures is especially salient now that Maritime has made representations to another federal court inconsistent with those made here. Bankruptcy courts regularly find “cause” to reopen in a reorganized debtor’s representations to, and actions taken in, non-bankruptcy courts following bankruptcy case closure. *See, e.g., In re Rodriguez*, 2001 WL 360713, at *2 (affirming bankruptcy court decision to reopen case for cause, namely, debtor’s “behavior” in attempting to convince non-bankruptcy court that discharge injunction barred

creditor's pursuit of non-discharged debt); *In re Shondel*, 950 F.2d at 1304 (affirming bankruptcy court's conclusion that "cause" existed to reopen case, over debtor's objection, in "the conduct of [debtor's] counsel in convincing [a] state court to adopt an erroneous position as to the effect of a [bankruptcy] discharge" even where argument was made to that state court in "good faith").

II. The Florida Causes of Action are Barred for Lack of Standing because Maritime Failed to Retain the Deficiency Claims under § 1123 of the Bankruptcy Code

A. The Deficiency Claims Belonged to Maritime's Chapter 11 Estate

40. Section 541(a) of the Bankruptcy Code provides that commencement of a bankruptcy case creates an estate comprised of, among other things, "all legal or equitable interests of the debtor in property as of the commencement of the case," "wherever located and by whomever held." 11 U.S.C. § 541(a)(1). "[T]he scope of property rights and interests included in a bankruptcy estate is very broad" and "include all kinds of property, including tangible or intangible property and causes of action." *Briar Cap. Working Fund Cap., L.L.C. v. Remmert (In re S. Coast Supply Co.)*, 91 F.4th 376, 382 (5th Cir. 2024) (quoting *In re Kemp*, 52 F.3d 546, 550 (5th Cir. 1995)) (citation modified).

i. The MSA and all rights thereunder belonged to Maritime's Chapter 11 Estate

41. When Maritime filed for chapter 11, the MSA became property of its bankruptcy estate under § 541(a)(1). See *In re Mirant Corp.*, 303 B.R. 319, 328 (Bankr. N.D. Tex. 2003) ("Courts regularly treat debtors' contracts as property of the estate," including in the period prior to assumption (citing *Computer Commc'ns, Inc. v. Codex Corp. (In re Computer Commc'ns, Inc.)*, 824 F.2d 725, 729–30 (9th Cir. 1987))). Maritime's rights under the MSA, including its rights to payment and any legal causes of action to enforce those rights, also became estate property under § 541(a)(1). *In re Mirant Corp.*, 303 B.R. at 328 (upon petition, a debtor "has rights under [a prepetition] contract which are property of the estate") (emphasis omitted); *In re El Paso Refinery*,

L.P., 220 B.R. at 45 (estate holds as a property interest “the collection of rights and remedies which flow from [an executory] contract”); *Ice Cream Liquidation, Inc. v. Calip Dairies, Inc. (In re Ice Cream Liquidation, Inc.)*, 319 B.R. 324, 328 (Bankr. D. Conn. 2005) (cause of action to recover estate’s accounts receivable was itself estate property).

42. To the extent any rights, remedies, or causes of action were not captured at petition by § 541(a)(1), they were captured later as “proceeds” of the MSA under § 541(a)(6) or as property acquired by the estate under § 541(a)(7). See *In re Cont’l Air Lines, Inc.*, 780 F.2d 1223, 1227 (5th Cir. 1986) (sections 541(a)(6) and (a)(7) captured as estate property debtor airline’s post-petition revenues “derived from airline operations or other sources”); *Moore v. Brewer (In re HMM Motor Servs.)*, 259 B.R. 440, 452 (Bankr. S.D. Georgia 2000) (post-petition payments for post-petition work by corporate debtor become estate property under § 541(a)(6)); *Bustamante v. Miranda & Maldonado, P.C.*, 569 S.W.3d 852, 858 (Tex. App. 8th 2019) (estate property “includes causes of action belonging to the debtor at the time the case commences . . . [as well as] causes of action acquired after commencement”) (citation modified).

ii. *Maritime’s attempt to conceal the Deficiency Claims by delaying invoices did not remove the claims from its estate*

43. Maritime appears to assert in the Complaint that its long delay in sending invoices postponed Carnival’s 30-day payment window and kicked the moment of contractual breach post-Effective Date (while conveniently rendering the Florida Causes of Action within the applicable statute of limitations).¹¹ Compl. ¶¶ 20–24.

¹¹ Carnival submits that the Court has ample grounds as a matter of law to enjoin the Deficiency Claims on undisputed facts. However, if adjudication of the Requested Relief requires a determination of these fact-intensive arguments, Carnival requests permission to proceed with discovery and additional briefing to create the factual record necessary for such a determination in this forum. To that end, Carnival reserves its rights to argue that contract breach occurred during the Chapter 11 Case, either in the form of Carnival’s anticipatory breach in negotiations following issuance of the No-Sail Orders, or in the form of Maritime’s prior breach for failure to secure the Required Bandwidth for Carnival’s use.

44. That Maritime dragged its feet on sending the Deficiency Invoices affords it no shelter here. Notwithstanding Maritime's delay, both Deficiency Claims for Pre-Effective Date Months and Deficiency Claims for Post-Effective Date Months were captured as estate property.

45. As to Deficiency Claims for Pre-Effective Date Months: regardless of invoicing, the estate's right to payment for Carnival's under-usage in a given month matured into a collectible account receivable at the end of that month, when the tally of Carnival's aggregate bandwidth usage fell short of the required minimum. *Watson v. Parker (In re Parker)*, 313 F.3d 1267, 1269–70 (10th Cir. 2002) (claim arises for purposes of bankruptcy law when underlying conduct occurs, not when accompanying cause of action accrues under state law); *Kilbarr Corp. v. General Servs. Admin. Off. (In re Remington Rand Corp.)*, 836 F.2d 825, 832 (3d Cir. 1988) (claim arose for bankruptcy law purposes when claimant had requisite knowledge of its right to payment based on breach of contract, even though legal cause of action had not yet accrued under applicable non-bankruptcy law giving rise to the claim); *McSherry v. TWA*, 81 F.3d 739, 740–41 (8th Cir. 1996) (for purposes of the Bankruptcy Code, claim arose when conduct giving rise to claim occurred, even though legal cause of action under non-bankruptcy law ripened later).

46. As to Deficiency Claims for Post-Effective Date Months: Maritime's right to payment for Carnival's under-usage in future months belonged to the estate in the form of contingent claims—that is, claims contingent on Carnival's continued under-usage in each month remaining under the term of the MSA. *See In re S. Coast Supply Co.*, 91 F.4th at 382 (“The conditional, future, speculative, or equitable nature of an interest does not prevent it from being property of the bankruptcy estate.” (quoting *In re Kemp*, 52 F.3d at 550)). Multiple courts have held that a contractual right to future payments enters the estate when the underlying contract enters the estate—even where the debtor had not yet provided the consideration that would garner

those payments. *See, e.g., Offic. Comm. of Unsec. Creditors v. Sharp Electronics Corp. (In re Phelps Techs., Inc.)*, 245 B.R. 858, 865 (Bankr. W.D. Mo. 2000) (debtor’s contingent right to future payments under prepetition sale contract “was a contractual right that vested [when] the parties signed the agreement” and thus became property of the estate when the contract became property of the estate, even though debtor had not yet shipped all the inventory sold thereunder); *Luker v. Heartland Cmty Bank (In re Frankum)*, 453 B.R. 352, 363–64 (Bankr. E.D. Ark. 2011) (contractual right to payment belonged to the estate, even where debtor had not yet provided all the consideration exchanged for that payment). Particularly where further Deficiency Claims for those months in the limited remaining term of the MSA were known, certain, and finite,¹² those claims formed an inherent component of extant value in the estate-held MSA. *Accord ASARCO, LLC v. Montana Res., Inc.*, 514 B.R. 168, 195 (S.D. Tex. 2013) (a debtor is required to disclose a contingent claim so long as it has “enough information . . . prior to confirmation to suggest that it may have a possible cause of action” (quoting *Browning Mfg. v. Mims (In re Coastal Plains, Inc.)*, 179 F.3d 197, 208 (5th Cir. 1999))). Maritime as a debtor-in-possession could, in early 2021, have settled its claims against Carnival for under-usage for the ten months of the MSA’s remaining term—in which case such value would have belonged to the estate as “proceeds” of estate property. If it did not, that decision cannot work to siphon value away from the estate for the sole benefit of the reorganized debtor.

¹² Maritime cannot claim ignorance of the Deficiency Claims when it failed to disclose them in January 2021, 8 months after revenues from a major customer had fallen to a fraction of their pre-COVID levels and *remained there* while the cruise industry waited out the pandemic. Those fallen customer receipts are precisely the financial woes Maritime bemoaned in its first-day filings. First-Day Dec. ¶ 32 (“The outsized impact on [Maritime’s] . . . customers has manifested in a dramatic reduction in cash receipts.”).

B. Maritime Failed to Retain the Deficiency Claims under § 1123 and Applicable 5th Circuit Law

i. To vest in the reorganized debtor, the Deficiency Claims had to be retained under § 1123 of the Bankruptcy Code

47. Under § 1123(b) of the Bankruptcy Code, a plan may provide for “the retention and enforcement by the debtor . . . of any claim or interest” held by the estate. 11 U.S.C. § 1123(b)(3)(B); *see Harstad v. First Am. Bank*, 39 F.3d 898, 903 (8th Cir. 1994) (explaining that § 1123 places an affirmative duty on a plan proponent to identify any claims to be reserved for post-confirmation prosecution). If a claim is not properly retained under § 1123, standing to pursue it never vests in the reorganized debtor, and attempts to pursue that claim are barred. *Wooley v. Haynes & Boone, L.L.P. (In re SI Restructuring Inc.)*, 714 F.3d 860, 864 (5th Cir. 2013) (absent court order transferring estate claim to the reorganized debtor, said debtor “has no standing to pursue a claim that the estate owned before it was dissolved”) (citing *Spicer v. Laguna Madre Oil & Gas II, L.L.C. (In re Tex. Wyo. Drilling, Inc.)*, 647 F.3d 547, 550 (5th Cir. 2011)); *Paramount Plastics, Inc. v. Polymerland, Inc. (In re Paramount Plastics, Inc.)*, 172 B.R. 331, 333 (Bankr. W.D. Wash. 1994) (“After confirmation of a plan, the ability of the [debtor] to enforce a claim once held by the estate is limited to that which has been retained in the plan.”).

48. Section 1123(b)(3) applies to “claims” of the estate, and courts turn to the Bankruptcy Code’s definition of “claim” to determine its reach. *See also, e.g., In re Graham*, 506 B.R. 745, 749 (Bankr. W.D. Mich. 2014) (rejecting contention that although Congress said “claim” in § 1123(b), they meant the narrower term “consumer debt” rather than the broad term defined in § 101(5)); *Morton v. Adkins (In re Adkins)*, No. 12-10314-RLJ-7, 2015 WL 1952591, at *2 (Bankr. N.D. Tex. Mar. 27, 2015) (turning to the definition of “claim” in § 101(5) to determine the scope of estate property subject to § 1123(b)(3)(B)). Section 101(5) defines “claim” broadly as “a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed,

contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured.” 11 U.S.C. § 101(5)(a).

49. Thus, Maritime’s estate-held claims for payment under the MSA (“whether . . . matured or unmatured”), as well as its causes of action arising therefrom (“whether contingent, matured, or unmatured”), were “claims” subject to § 1123.¹³ *Adler v. Frost (In re Gulf States Long Term Acute Care of Covington, LLC)*, 614 Fed. Appx. 714, 719 (5th Cir. 2015) (unpublished) (claims for breach of contract barred for lack of standing following failed retention under § 1123(b)(3)); *In re Ice Cream Liquidation, Inc.*, 319 B.R. at 328 (claims pursuing estate’s accounts receivable barred for lack of standing following failed retention under § 1123(b)(3)).

ii. *United Operating requires “specific and unequivocal” language for effective retention under § 1123*

50. In *Dynasty Oil and Gas, LLC v. Citizens Bank (In re United Operating, LLC)*, 540 F.3d 351, 355 (5th Cir. 2008) (“*United Operating*”), the Fifth Circuit adopted the “specific and unequivocal” test for effective § 1123 retention. The test provides that “[f]or a debtor to preserve a claim, ‘the plan must expressly retain the right to pursue such actions’” with a reservation that is both “specific and unequivocal.” *United Operating*, 540 F.3d at 355 (citation modified). The standard requires that claims be identified with sufficient specificity to put estate creditors on notice of “any claim [the debtor] wishes to pursue after confirmation,” so that creditors can determine “whether a proposed plan resolves matters satisfactorily before they vote to approve it.” *United Operating*, 540 F.3d at 355 (citing *In re Paramount Plastics, Inc.*, 172 B.R. at 334).

¹³ It goes without saying that the “zipper clause” in the 2022 MSA could not override the Bankruptcy Code’s requirement that claims subject to § 1123 must be retained for standing to revest in the reorganized debtor. See *infra* n. 15, 18.

51. *United Operating* establishes that a plan attempting to retain all claims generally—or to retain broad swaths of claims via a retention-of-jurisdiction provision—fails under § 1123. *Id.* at 355–56 (neither plan’s “blanket reservation” of claims nor bankruptcy court’s retention of jurisdiction over specific types of claims was sufficient to preserve debtor’s standing to pursue them post-confirmation) (citing *In re Paramount Plastics, Inc.*, 172 B.R. at 335). Thus, in cases following *United Operating*, the Fifth Circuit has rejected attempts to retain claims by type or broad category without specific identification of particular actions. *See, e.g., Nat’l Benevolent Ass’n of Christian Church v. Weil, Gotshal & Manges, LLP (In re Nat’l Benevolent Ass’n of Christian Church)*, 333 F. App’x 822, 828–29 (5th Cir. 2009) (unpublished) (plan language retaining debtors’ “claims [] against their professionals . . . [or] regarding any [p]rofessional or relating to or arising from any [p]rofessional [f]ee [c]laim” was not sufficiently “specific and unequivocal” to retain prepetition malpractice claims against professionals); *In re Gulf States Long Term Acute Care of Covington, LLC*, 614 F. App’x at 716 (common-law tort and contract claims against non-creditor defendant barred for lack of standing because plan’s attempt to retain “[a]ny and all other claims and causes of action which may have been asserted by the [d]ebtor prior to the [e]ffective [d]ate” did not identify the claims “specifically and unequivocally”); *In re SI Restructuring, Inc.*, 714 F.3d at 964–66 (attempt to retain all common-law claims insufficient for effective retention under *United Operating*).

iii. *The Plan failed to retain the Deficiency Claims with specific and unequivocal language*

52. There are two places the Debtors can purport to have retained Deficiency Claims: (1) as claims ‘related to contracts and leases’ or ‘related to accounts receivable and accounts

payable' in the Plan's schedule of retained causes of action,¹⁴ and (2) in a blanket retention provision in the Plan itself. Neither are effective under *United Operating*.

53. As to the Schedules of Retained Causes of Action, the Debtors purport to retain the following large categories of claims:

IV. Claims Related to Contracts and Leases

Unless otherwise specifically released by the Plan, the Reorganized Debtors expressly reserve all Causes of Action based in whole or in part upon any and all contracts and leases to which any of the Debtors or Reorganized Debtors is a party or pursuant to which any of the Debtors or Reorganized Debtors has any rights whatsoever, including, without limitation, all contracts and leases that are assumed or rejected pursuant to the Plan or an order of the Bankruptcy Court.

The claims and Causes of Action reserved include, without limitation, Causes of Action against vendors, suppliers of goods and services, customers, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor or other party; (e) for any liens, including mechanics', maritime, artisans', materialmens', possessory or statutory liens held by any one or more of the Debtors (including those Causes of action identified in paragraph VII below); (f) for counterclaims and defenses related to any contractual obligations, including, but not limited to, any right to indemnification, contribution, setoff/offset, or recoupment; (g) for any turnover actions arising under section 542 or 543 of the Bankruptcy Code; and (h) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property or any business tort claims.

V. Claims Related to Accounts Receivable and Accounts Payable

Unless otherwise released by the Plan, the Reorganized Debtors expressly reserve all Causes of Action against or related to all Entities that owe or that

¹⁴ The final amended version of the schedule incorporated by reference into the confirmed Plan (the "Schedule of Retained Causes of Action") was filed as Exhibit 2 to the *Supplement to Plan Supplement in Connection with Second Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates* [Docket No. 1144].

may in the future owe money to the Debtors or the Reorganized Debtors, regardless of whether such Entity is expressly identified in the Plan, herein, other Plan Supplement schedules, or any amendments thereto. Furthermore, the Reorganized Debtors expressly reserve all Causes of Action against or related to all Entities that assert or may assert that the Debtors or the Reorganized Debtors, as applicable, owe money to them.

Schedule of Retained Causes of Action at 12. Both these provisions incorporate the Plan's definition of "Causes of Action":

any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, recovery, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, direct or indirect, choate or inchoate, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. For the avoidance of doubt, Cause of Action also includes: (i) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (ii) the right to object to Claims or Interests [each as defined therein]; (iii) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (iv) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code; and (v) any claims under any state or foreign law, including any fraudulent transfer or similar claims.

Plan at 3.

54. Finally, the Debtors' last-ditch attempt at blanket reservation in the Plan document itself fails to supplement its schedules in any way:

[T]he [r]eorganized [d]ebtors shall have, retain, reserve, and be entitled to assert all such claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights in respect of any [u]nimpair[ed] [c]laim may be asserted after the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

Plan § 10.11.

55. All three of these attempts at “blanket retention” fail under the “specific and unequivocal” standard of *United Operating*. See *In re SI Restructuring Inc.*, 714 F.3d at 865 (blanket retention “utterly fail[ed]” where “[n]either the [p]lan nor the disclosure statement reference[d] specific . . . claims . . . or any other particular cause of action” and instead “simply refer[red] to all causes of action, known or unknown”). For all its excess verbiage, this catalogue of *claim types* does not actually mention any *particular cause of action*, nor any particular contract or contract counterparty under which or against whom these hypothetical claims might arise. It makes no mention of the Florida Causes of Action or any other claims or causes of action relating in any way to the Deficiency Claims or the Deficiency Invoices. Indeed, it fails to mention the MSA or Carnival at all.

56. Far from identifying any actual claims, the list of synonyms in the Debtors’ “Cause of Action” definition is the very opposite of specific. See *In re SI Restructuring*, 714 F.3d at 865 (while exhaustive language in blanket retention provision “is undoubtedly unequivocal, it is not sufficiently specific”). By highlighting everything, Maritime has highlighted nothing and satisfied none of the notice considerations motivating § 1123. These retention provisions give creditors no information about the existence, nature, or value of estate-held claims. See *In re United Operating*, 540 F.3d at 365 (“[A]bsent ‘specific and unequivocal’ retention language in the plan, creditors lack sufficient information regarding their benefits and potential liabilities to cast an intelligent vote” (quoting *In re Paramount Plastics, Inc.*, 172 B.R. at 334 (citation modified))). They do not position creditors “to seek a share of any such recoveries, contingent though they may be.” *Harstad*, 39 F.3d at 903. And they reveal nothing about what, if anything, Maritime actually intends to litigate. *Blue Water Endeavors, LLC v. AC & Sons, Inc. (In re Blue Water Endeavors, LLC)*, No. 08-10466, 2011 WL 52525, at *4, *6 (Bankr. E.D. Tex. Jan. 6, 2011) (“Retention of claims within the confines

of a plan confirmation process indicates an intent by the debtor to potentially pursue recovery,” and “that intent cannot be assumed by the [c]ourt” in the absence of specific language.”) *United Operating* demands specificity for good reason, and that reason is not satisfied by use of a thesaurus.

57. For the reasons set forth above, Maritime did not properly retain the Deficiency Claims in its Plan. Those claims, and any causes of action pursuing those claims, are barred for lack of standing pursuant to § 1123.¹⁵

III. The Florida Causes of Action Are Barred under Principles of Judicial Estoppel because Maritime Failed to Disclose the Deficiency Claims as Assets of the Estate

58. The integrity of the bankruptcy system depends upon full and honest disclosure by debtors of all their assets, including claims. *See ASARCO, LLC*, 514 B.R. at 193. A debtor’s failure to disclose a claim during the bankruptcy “is tantamount to a representation that no such claim existed.” *Superior Crewboats Inc. v. Primary P & I Underwriters (In re Superior Crewboats)*, 374 F.3d 330, 335 (5th Cir. 2004).

59. Judicial estoppel is a common-law equitable doctrine used in a court’s discretion to prevent a party from asserting a position inconsistent with those taken earlier. *Browning Mfg. v. Mims (In re Coastal Plains, Inc.)*, 179 F.3d 197, 205 (5th Cir. 1999) (“*Coastal Plains*”). The purpose of the doctrine is “to protect the integrity of the judicial process” by “preventing parties

¹⁵ The Debtors attempt to escape application of § 1123 by drafting around it. *See* Schedule of Retained Causes of Action at 3 (purporting to retain all claims and [c]auses of [a]ction, “including but not limited to” the “specific Causes of Action listed [therein]”). But those claims NOT listed with specificity are precisely those barred under *United Operating*, and the debtor’s attempt to draft around § 1123 and binding Fifth Circuit precedent has no effect. *See* 11 U.S.C. § 1123(b)(6) (providing that a plan “include any other appropriate provision not inconsistent with the applicable provisions of this title”); *Davis v. Elliot Mgmt. Corp. (In re Lehman Bros. Holdings Inc.)*, 508 B.R. 283, 288 (S.D.N.Y. 2014) (Section 1123(b)(6) “does not authorize plan provisions that override, undermine, or rewrite relevant Bankruptcy Code provisions”).

from playing fast and loose with the courts to suit the exigencies of self-interest.” *Id.* (citing *Brandon v. Interfirst Corp.*, 858 F.2d 266, 268 (5th Cir. 1988)).

60. When a debtor fails to schedule or otherwise disclose an asset in chapter 11 and later attempts to “pursue[] a claim in a separate tribunal based on that undisclosed asset,” judicial estoppel is a ready tool at courts’ disposal. *See Jethroe v. Omnova Solutions, Inc.*, 412 F.3d 598, 600 (5th Cir. 2005). Bankruptcy courts can also rely on their general equitable powers to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title,” including by “taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.” 11 U.S.C. § 105(a).

A. Maritime Failed to Disclose the Deficiency Claims as Assets of the Estate

61. Maritime was subject to a litany of disclosure obligations throughout these Chapter 11 Cases. These included an initial statement of financial affairs and schedules of its assets and liabilities pursuant to 11 U.S.C. § 521, Bankruptcy Rule 1007(b), and the Official Bankruptcy Forms, documenting, among other things, all of its tangible and intangible property such as accounts receivable, executory contracts, and claims and causes of action against others, as well as ongoing monthly operating reports documenting cash flow during and asset/liability status at the end of each reporting period pursuant to 28 C.F.R § 58.8(b). Maritime made further disclosures and representations to this Court when it sought additional relief in these Chapter 11 Cases, such as its requests for DIP financing. *See supra* ¶¶ 14, 16. Maritime’s disclosure obligations intensified during the plan solicitation and confirmation process by application of §§ 1125(b) (requiring distribution of a disclosure statement containing “adequate information” for plan voters) and 1125(a) (defining “adequate information” as that which “would enable such a hypothetical investor of the relevant class to make an informed judgment”). In applying judicial estoppel to a chapter 11 debtor, bankruptcy courts examine its disclosures at each of these steps. *See ASARCO, LLC*, 514

B.R. at 195 (“To determine whether a debtor properly disclosed a certain claim [for purposes of judicial estoppel], courts routinely refer to the debtor’s bankruptcy schedules, its statements of affairs, and, if applicable, the reorganization plan.”).

62. At each of these critical steps, Maritime failed to disclose the large and rapidly accumulating accounts receivable it now alleges was accruing under the MSA at the close of every month of these Chapter 11 Cases. Worse, Maritime repeatedly made affirmative misstatements to this Court about its financial condition and especially about its liquidity to obtain additional relief. That relief included over \$200 million in costly DIP financing, paid for by its unsecured creditors, a material portion of which Maritime apparently didn’t need.

i. Maritime represented that no Deficiency Claims existed by omitting those assets from its initial disclosures

63. On June 30, 2020, Maritime filed its *Schedules of Assets and Liabilities for Maritime Communications Services, Inc.* [Docket No. 360] (the “Maritime Schedules”) and its *Statement of Financial Affairs for Maritime Communication Services, Inc.* [Docket No. 400] (the “Maritime SOFA”). Maritime listed aggregate accounts receivable of \$16 million and no causes of action other than a small claim for equipment damage. Maritime Schedules at 2. As to “[o]ther contingent and unliquidated claims or causes of action of every nature, including counterclaims of the debtor,” Maritime represented that it held none. *Id.*

64. These disclosures admit to being stale: assets were listed as of March 31, 2020, while liabilities were as of April 22, 2020. *Id.* That these dates fall conveniently just before the first month of under-usage is no excuse because Maritime’s disclosure obligations were ongoing. *See In re Superior Crewboats*, 374 F.3d at 333 (“[D]ebtors are [] obliged to update their schedules as necessary to assure full disclosure.”); *Coastal Plains, Inc.*, 179 F.3d at 208 (“The duty of

disclosure in a bankruptcy proceeding is a continuing one.”); Bankruptcy Rule 1009(a)(1) (allowing a debtor to amend its schedules and statements).

65. Maritime could have updated its schedules prior to confirmation to disclose an increasingly valuable asset—one which, by the time of the Effective Date, had ballooned to one-sixth the value of Maritime’s aggregated assets as of petition date, and one-third its total annual revenue in the prior year, and that, if added to the accounts receivable Maritime *did* disclose at filing, would have tripled its stated receivables. *See* Maritime Schedules at 1 (listing aggregate value of its assets as \$209,494,102.68), 9 (listing an aggregate \$16,053,322.52 in accounts receivable). Maritime never filed any updates. Worse, it doubled down on its first-day disclosures by asserting as late as October 2020 that petition-date representations as to its financial distress and liquidity were still true six months later. *See infra* ¶¶ 67-68 (discussing the October 5, 2020 hearing on the Second DIP Motion).

ii. Maritime asserted that that no Deficiency Claims existed by omitting the corresponding accounts receivable from its periodic disclosures

66. The Debtors filed monthly operating reports on a substantively consolidated basis—a decision which obscured Maritime’s alleged accrual of the massive Deficiency Claims. Notwithstanding that obfuscation, it is difficult to reconcile the numbers asserted by the Debtors in their monthly operating reports with the accrual of tens of millions of dollars in current accounts receivable by Maritime. For example, in their monthly operating report for the month of December 2020, the Debtors reported that they held in the aggregate, consolidated across all 33 debtor entities, \$40 million in current accounts receivable. If that aggregate amount included Maritime’s \$15.4 million in Deficiency Claims, as it now claims, it is hard to see how the Debtors could have, in the next 30 days, converted the other \$25 million of current accounts receivable into \$32 million in cash receipts from customer payments (while also aging \$3 million of it into non-current or

overdue accounts receivable). *See Monthly Operating Report for Speedcast International Limited, et al., for Filing Period Ending December 31, 2020* [Docket No. 1444] and *Monthly Operating Report for Speedcast International Limited, et al., for Filing Period Ending January 31, 2021* [Docket No. 1479].

iii. *Maritime’s representations in the Second DIP Motion belied the existence of the Deficiency Claims*

67. At a hearing held on October 5, 2020, the Debtors asked this Court to grant their Second DIP Motion. Second DIP Order at 5. To secure that relief on an emergency basis, the Debtors claimed an “immediate need [to] access additional liquidity” and an “[inability] to fund these chapter 11 cases” in the absence of that further borrowing. Second DIP Motion at ¶¶ 85, 34.

68. The Debtors also resubmitted, *as a further illustration of their liquidity crunch*,¹⁶ a weekly forecast estimating they would have net liquidity of approximately \$4.5, \$5.8, and \$4.8 million for the first, second, and third weeks of October 2020, respectively. Second DIP Motion ¶ 33. At best these figures belie the \$13 million in short-term accounts receivable Maritime now claims it was holding. More likely, one of Maritime’s assertions is false. Either way, Maritime asserted in October 2020 that it held no Deficiency Claims against Carnival for its bandwidth under-usage.

iv. *Maritime asserted that no Deficiency Claims existed by omitting those assets from disclosures made in connection with its Plan*

69. By the time the Debtors stood before this Court in January 2021 to ask for an order confirming its Chapter 11 Plan, Maritime had, according to its Complaint, accrued \$22 million in

¹⁶ Even worse, the Debtors submitted the Liquidity Forecast *as a schedule to their proposed order*, thereby asking this Court to endorse its contents as a “reflect[ion of], among other things, the [Debtors’] anticipated cash receipts and anticipated disbursements for each calendar week.” Proposed Interim Order, Second DIP Motion Exhibit A ¶ K(ix).

alleged un-invoiced accounts receivable under the MSA.¹⁷ Yet, as detailed above in the context of § 1123, neither the corresponding accounts receivable nor any causes of action seeking to recover that accounts receivable were mentioned in the Debtors’ Plan Documents. *See supra* ¶¶ 53–54. And because its disclosure obligations ran to contingent claims as well as to ripe ones, Maritime’s Plan omissions similarly amount to an assertion that no Deficiency Claims *could* accrue under the MSA in the remaining year of its term. *See ASARCO, LLC*, 514 B.R. at 195 (Express, affirmative duty to disclose contingent and unliquidated claims as well as “potential causes of action”); *Coastal Plains*, 179 F.3d at 207–08 (Express, affirmative duty to disclose contingent and unliquidated claims). As noted, these contingent claims were well known to Maritime prior to confirmation in January 2021 and, in the continuing fallout from COVID-19, hardly remote. *See ASARCO, LLC*, 514 B.R. at 195 (“[S]o long as ‘the debtor has enough information . . . prior to confirmation to suggest that it may have a possible cause of action, then it is a ‘known’ cause of action such that it must be disclosed.’” (quoting *Coastal Plains*, 179 F.3d at 208)); *see also supra* ¶ 46.

B. Maritime Should be Judicially Estopped from Pursuing the Deficiency Claims via the Florida Causes of Action after Representing to this Court that No Such Claims Existed

i. All three elements of judicial estoppel are satisfied

70. Courts look for three elements to apply judicial estoppel: (1) the party against whom estoppel is sought has asserted a legal position plainly inconsistent with a prior position; (2) a court

¹⁷ Attempts to account for these massive accounts receivable elsewhere in the Disclosure Statement are confounded by the Debtors’ continued defaulting to accounting on a substantively consolidated basis. While the liquidation analysis appended to the Disclosure Statement claims to be “on a [d]ebtor entity by [d]ebtor entity basis” (sic), it in fact consists only of a single page of aggregated totals asserting that, on a consolidated basis, accumulated accounts receivable across all debtor entities totaled \$96 million in “gross trade receivables,” \$19 million of which required provision due to “doubtful accounts.” Liquidation Analysis, Disclosure Statement Exhibit D. Carnival again submits that the Court has ample grounds to grant the Requested Relief without the need for discovery but requests the opportunity to seek such discovery should the Court decline to grant this Motion based on uncontested facts.

accepted the prior position; and (3) the inconsistency in positions was not inadvertent. *Flugence v. Axis Surplus Ins. Co. (In re Flugence)*, 738 F.3d 126, 129 (5th Cir. 2013). All three elements of judicial estoppel are present here.

71. As to the first element of judicial estoppel, “an inconsistent position is present whenever a debtor fails to disclose a claim during bankruptcy, but later pursues the same claim after the bankruptcy proceedings conclude.” *ASARCO, LLC*, 514 B.R. at 194. That is because the failure to disclose an asset, coupled with the Bankruptcy Code’s mandate to disclose all assets, amounts to an assertion that such asset does not exist. *See In re Superior Crewboats*, 374 F.3d at 335. Maritime’s repeated assertions throughout these Chapter 11 Cases that there were no Deficiency Claims are inconsistent with attempts to now recover on those claims in the Florida District Court.

72. As to the second element of judicial estoppel, this Court accepted Maritime’s prior position each time it issued relief based on Maritime’s assertions that the Deficiency Claims did not exist. *See ASARCO, LLC*, 514 B.R. at 194–95 (“[I]f the debtor fails to disclose a claim, and the bankruptcy court relies on the non-disclosure in steering the bankruptcy case to a conclusion, the bankruptcy court has necessarily accepted the debtor’s prior position.”). This Court thus accepted Maritime’s position when it authorized initial DIP financing in April and May 2020 and further DIP financing in September and October 2020. It accepted that position when it approved the Disclosure Statement and confirmed the Plan based on Maritime’s representations as to its assets and liabilities, executory contracts, and causes of action against others (including contingent causes of action). In fact, this Court (at the Debtors’ request) repeated Maritime’s assertions by including in its second interim DIP order the liquidity forecast estimating that the Debtors would barely scrape by with a net liquidity of just a few million dollars. *Interim Order (I) Authorizing*

Debtors to (A) Refinance their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief [Docket No. 724] ¶ I(x).

73. The third element of judicial estoppel is also satisfied because Maritime’s inconsistent representations were intentional. A “debtor’s failure to satisfy its statutory disclosure duty is ‘inadvertent’ [for purposes of judicial estoppel] only when, in general, the debtor either lacks knowledge of the undisclosed claims *or* has no motive for their concealment.” *Coastal Plains*, 179 F.3d at 210 (emphasis in original). Maritime had ample motive to conceal the claims because waiting until after Effective Date to invoice allowed Maritime to pretend the customer receipts were post-Effective Date property of the reorganized debtor. And as discussed, it cannot possibly claim ignorance of the Deficiency Claims if those claims were real and not, as Carnival contends, resolved in COVID-driven negotiations. We know Maritime was well aware of the “dramatic reduction in cash receipts” from its customers because it cited that sudden decline as a primary driver of its financial distress, and Carnival was one of its major customers. *See* First-Day Dec ¶¶ 47, 13 (referencing a contract with Carnival as “the largest VSAT [a type of digital network] contract . . . in the industry”). It was also in active discussions with Carnival throughout its restructuring in efforts 1) to maintain the business relationship and 2) to negotiate the terms of the 2022 MSA. And, even as it remained silent as to monthly *deficiency* invoices, Maritime continued to send Maritime normal monthly *usage* invoices, that is, invoices for any bandwidth that Carnival did in fact use despite the standstill imposed by the No-Sail Orders. That Maritime sprung its claims on Carnival so soon after Effective Date further corroborates intentional concealment. *See, e.g., Mickey’s Enters., Inc. v. Saturday Sales, Inc. (In re Mickey’s Enters., Inc.)*, 165 B.R. 188, 194–

95 (Bankr. W.D. Tex. 1994) (by concealing claims it should have disclosed, debtor intentionally “lay behind the log waiting for the right moment to spring its trap”).

74. Because all three elements are present, judicial estoppel applies.¹⁸ Maritime should be enjoined from prosecuting the Florida Causes of Action in pursuit of Deficiency Claims it repeatedly said did not exist. *See Coastal Plains*, 179 F.3d at 206 (“The policies underlying the doctrine . . . prohibit[] parties from deliberately changing positions according to the exigencies of the moment.” (quoting *United States v. McCaskey*, 9 F.3d 368, 378 (5th Cir. 1993))). Because Maritime’s representations to this Court covered both present and future (contingent) claims for payment under the MSA, the Florida Causes of Action should be enjoined in their entirety and as to all amounts sought therein.

ii. Bankruptcy policy and the Court’s broad equitable powers under § 105(a) further compel application of judicial estoppel

75. Because judicial estoppel is an equitable doctrine and courts have wide latitude to apply it in their discretion, this Court is empowered to enjoin the Florida Causes of Action in their entirety, regardless of whether amounts sought therein correspond to months falling before or after Effective Date. The Court’s broad grant of authority in § 105(a) of the Bankruptcy Code further empowers it to grant that relief, particularly where, as here, the facts implicate an abuse of the bankruptcy process. *See* 11 U.S.C. § 105(a); *In re Fiorillo*, 455 B.R. 297, 308 (Bankr. D. Mass. 2011) (“[T]he purpose of judicial estoppel is, like that of § 105(a) of the Bankruptcy Code, largely ‘to prevent an abuse of process.’” (quoting §105(a))).

¹⁸ The Debtors attempt to self-legislate a pardon from estoppel, to go with their exemption from § 1123. Retained Claims Schedule at 2 (“[N]o preclusion doctrine, including . . . res judicata, collateral estoppel, issue preclusion, claim preclusion . . . or laches, shall apply” to claims omitted from the Debtors’ schedules). As noted *supra* n. 15, a debtor cannot self-legislate “free passes” from law or from doctrines of equity. *Davis v. Elliot Mgmt. Corp. (In re Lehman Bros. Holdings Inc.)*, 508 B.R. 283, 288 (S.D.N.Y. 2014).

76. Maritime’s behavior amounts to an abuse of process because, if the allegations in its Complaint are true, Maritime has violated the fundamental bankruptcy policy of full and honest disclosure. *See ASARCO, LLC*, 514 B.R. at 195 (S.D. Tex. 2013) (“[T]he *integrity of the bankruptcy system depends on full and honest disclosure by debtors of all of their assets.*” (quoting *Coastal Plains*, 179 F.3d at 208)) (emphasis added); *Coastal Plains*, 179 F.3d at 208 (“Viewed against the backdrop of the bankruptcy system and the ends it seeks to achieve, the importance of this disclosure duty cannot be overemphasized.”). If the Complaint is allowed to go forward, then the solicitation and voting processes overseen by this Court are robbed of their legitimacy. *Coastal Plains*, 179 F.3d at 208 (“[I]t is very important that a debtor’s bankruptcy schedules and statement of affairs be as accurate as possible, because that is the initial information upon which all creditors rely.”). Treatment afforded under the Plan would be similarly tainted: had the Debtors allowed creditors access to the alleged \$36 million in accounts receivable Maritime was allegedly harboring as of Effective Date, they could have ***more than doubled recovery for unsecured trade claims*** while also suppling their litigation trust with several multiples of its \$2.5 million in funding. Plan §§ 4.4, 1.1.

77. Of particular concern to bankruptcy policy is Maritime’s assertion that it allowed \$6.3 million in estate assets—consisting of those claims set forth in the Forfeited Invoices—to vanish overnight due to (at best) its own administrative incompetence or (at worst) intentional efforts to hide assets from this Court. To invoice within the outer bounds of the time limits set by its contract with Carnival, Maritime would have needed to begin issuing invoices in February 2021—before the Effective Date of its Plan. That would have risked mandatory disclosure of a sudden cash influx and put at risk the *other* \$20 million in non-contingent accounts receivable that Maritime claims it was holding. Allowing \$6.3 million to expire was the price of safeguarding that

other \$20 million from its creditors—and, according to its story, Maritime paid it. That utter waste of corporate assets violated the fiduciary duties Maritime owed to its unsecured creditors as a debtor-in-possession. *In re Herberman*, 122 B.R. 273, 280–81 (Bankr. W.D. Tex. 1990) (a debtor-in-possession owes fiduciary duties to its unsecured creditors as the “estate’s beneficiaries”); *In re Ozcelebi*, 639 B.R. 365, 394 (Bankr. S.D. Tex. 2022) (“To fulfill one’s fiduciary duties as debtor-in-possession, a debtor must ‘protect and conserve property in its possession for the benefit of the creditors.’” (quoting *In re Cajun Elec. Power Co-op, Inc.*, 191 B.R. 659, 661 (M.D. La. 1995), *aff’d*, 74 F.3d 599 (5th Cir. 1996))).

78. Equitable considerations further compel estoppel with respect to claims for post-Effective Date months because, had Maritime disclosed its claims for Pre-Effective Date Months as it should have, Carnival would have been on notice of their accrual and could have considered, among other things, seeking to terminate the MSA early. As it was, Carnival believed these claims had been long before addressed as a commercial point in Maritime’s efforts to maintain Carnival as a major customer despite the impacts of COVID-19. Maritime’s failure schedule these claims multiplied damages by adding months of under-usage to the tally.

79. Finally, it is especially inequitable to permit Maritime to pursue claims under the MSA against Carnival if Maritime can argue that Carnival was stripped of defenses and counterclaims, e.g., as to Maritime’s own breach, by the force of the Confirmation Order and the administrative claims bar date. *See In re Mickey’s Enters., Inc.*, 165 B.R. at 194–95 (Bankr. W.D. Tex. 1994) (barring debtor’s undisclosed claims because, had debtor disclosed as required, defendant “would have filed all its claims against the [d]ebtor, something it cannot do now”).

Notice

80. Notice of this Motion shall be provided to (i) counsel to the Debtors; (ii) counsel to the Litigation Trustee; (iii) counsel to Maritime in the Florida Proceeding; (iv) the Office of the United States Trustee; (v) the Internal Revenue Service; and (vi) those parties entitled to notice in these cases under Bankruptcy Rule 2002. In light of the nature of the relief requested, Carnival submits that no other or further notice need be given.

Reservation of Rights

81. Carnival reserves the right to seek all further related relief, including, under section 105(a) and otherwise, attorneys' fees, costs, and expenses incurred in responding to the Complaint, including those incurred in preparing and prosecuting this Motion.

WHEREFORE, Carnival respectfully requests that the Court enter an order granting the relief requested herein and such other relief as may be just and proper.

Respectfully submitted this 24th day of February, 2026.

GRAY REED

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Counsel for Carnival Corporation

Certificate of Service

The undersigned hereby certifies that on the 24th day of February 2026, he caused a true and correct copy of the foregoing document by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Jason S. Brookner
Jason S. Brookner

Exhibit A

Relevant MSA Excerpts

Relevant Excerpts from
The December 21, 2018 Master Agreement for Communication Services¹

2. Term; Transition

2.1. Term.

2.1.1. The initial term of this Agreement shall commence on the Effective Date, and shall continue in full force and effect until December 31, 2021 (the “**Initial Term**”), unless otherwise terminated earlier, or renewed and extended, in accordance with the terms of this Agreement.

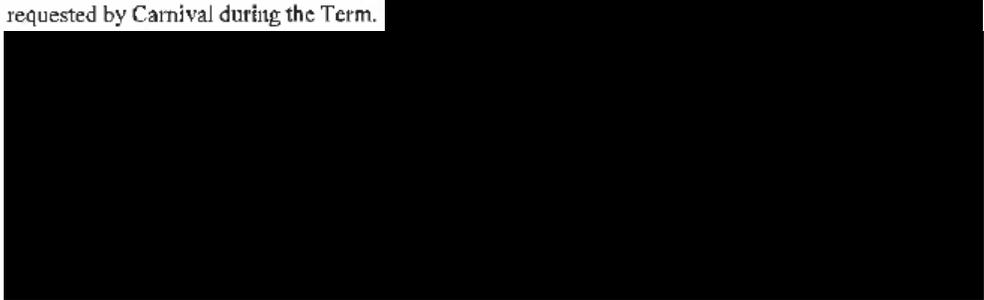
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¹ Extraneous provisions have been removed.

**Relevant Excerpts from
*The December 21, 2018 Master Agreement for Communication Services***

4. Fees and Payment Schedule

4.1 Speedcast will invoice each Contracted Cruise Line separately, but will provide Carnival Global Connectivity team with a draft invoice via e-mail for review five (5) Business Days in advance of issuing an invoice to Contracted Cruise Line. Each Contracted Cruise Line requesting or ordering the Communication Services will be primarily responsible for the payment of each invoice for the Communication Services provided by Speedcast to such Contracted Cruise Line (or any of its Covered Vessels). Speedcast will work with Carnival in good faith to develop a centralized billing model if requested by Carnival during the Term.



4.2 For Monthly Recurring Charges, Speedcast will issue invoices for such Monthly Recurring Charges thirty (30) days prior to the due date for such invoices, and all undisputed charges set forth in such invoice will be due and payable thirty (30) days from the date of receipt of the invoice. Customer

Execution Version

will pay, each month in advance, Monthly Recurring Charges for each Covered Vessel, including recurring charges for Bandwidth Services, and recurring terrestrial connectivity charges assessed based on terrestrial circuits activated.

4.3 Nonrecurring charges and usage-based charges will be billed monthly in arrears. For such non-recurring charges and usage-based charges, Speedcast will endeavor to issue invoices within fifteen (15) days after the close of each calendar month, and all undisputed charges set forth in such invoice will be due and payable thirty (30) days from the date of receipt of the invoice.

...

**Relevant Excerpts from
*The December 21, 2018 Master Agreement for Communication Services***

- 4.4 Each invoice will include details of the relevant fees and services for each Covered Vessel to document the payment obligation for the relevant Customer. Such relevant details to be included in each invoice will include, but not be limited to (i) fees for Bandwidth Services broken out by Covered Vessel, (ii) the number of days spent in each region specified in Section 3 of Appendix V by each Covered Vessel, and (iii) the type of Bandwidth Services received by each Covered Vessel as set forth in Section 5 of Appendix V (e.g. long term, short term mid-term or spot buys). Any invoices for New Cruise Line Equipment will include separate line item charges for all Equipment sold. All fees and charges will be billed in and paid in United States Dollars. Speedcast acknowledges and agrees that Customer may be prejudiced by Speedcast's failure to timely issue invoices. Customer will have no obligation to pay any charges contained in any invoice with respect to Communication Services that were provided to such Customer more than nine (9) months prior to the date on which such charges first appear in an invoice; provided, however, that such limitation shall not apply to charges Speedcast passes through to Customer from third parties or governmental authorities, where a) the relevant third party or authority failed to invoice or assess Speedcast for such charges in a timely manner, and b) Speedcast invoiced Customer for such pass through charges within a reasonable period of time after Speedcast's receipt of such charges.
- 4.4.1 Customer shall implement an automated electronic payment program, as soon practical after the Effective Date, for the recurring/fixed payment portion of the monthly invoices that will be due and payable to Speedcast.
- 4.4.2 Invoices not paid by the due date shall accrue interest at a rate equal to the lesser of 1-1/2% per month or the maximum rate allowable by Applicable Laws.

...

**Relevant Excerpts from
*The December 21, 2018 Master Agreement for Communication Services***

4.6 Following the conclusion of the ramp-up period set forth in Exhibit A of Appendix Y (the “Ramp-Up Period”), Carnival agrees to purchase, during the Term, an aggregate minimum monthly amount of bandwidth for all of the Contracted Cruise Lines equal to the amount set forth in Section 7 of Appendix Y (the “Aggregate Minimum Monthly Bandwidth Commitment”). If, during

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any month during the Term, the aggregate bandwidth usage for all Contracted Cruise Lines falls below the Aggregate Minimum Monthly Bandwidth Commitment, Carnival agrees to pay the shortfall amount to Speedcast upon presentation of Speedcast’s invoice for the difference amount (“Deficiency”) determined by multiplying the shortfall (in Mbps) by a blended rate of the regional bandwidth prices such that the blended rate reflects the then current positions of all Covered Vessels.

[REDACTED]

[REDACTED] Notwithstanding the foregoing, the Parties acknowledge that the Aggregate Minimum Monthly Bandwidth Commitment is not affected or diminished by the terms of Section 16.1.

...

**Relevant Excerpts from
*Appendix V of the December 21, 2018 Master Agreement for Communication Services***

7. **Aggregate Minimum Monthly Bandwidth Commitment.** The Aggregate Monthly Bandwidth Commitment ("AMMBC") as described in Section 4.6 of the Agreement is equal to the sum of the CIRs in Appendix II (as the same may be modified by Change Orders) and shall not be less than **8.5 Gbps/month**. The full AMMBC is available to use by Carnival at all times following the initial 30 day Ramp-Up Period. The bandwidth provided to the PCL Transition Vessels via the separately executed Post Termination Transition Services Agreement under the Original Agreement shall count towards the 8.5 Gbps/month commitment under this Agreement. The Ramp-Up-Period is that period in which Speedcast will increase networks to the AMMBC and provide such AMMBC to Carnival Covered

Appendix V

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Vessels. The estimated Schedule for the Ramp-Up-Period is attached hereto as **Exhibit A to Appendix V**.

...

Exhibit B

Forfeited Invoices



Invoice

Invoice Number	CCL May 2020 Deficiency
Invoice Date	5-May-2021
Due Date	4-Jun-2021
Customer PO/FR	Greg Boyce
Customer Reference	Carnival Cruise

BILL TO:

Carnival Cruise Lines
 3655 NW 87th Avenue
 Miami, Florida 33178
 United States

PLEASE REMIT TO:

Maritime Communication Services, Inc
 4400 S Sam Houston Pkwy E
 Houston, TX 77048

Actual BW 8,075.00
Minimum Commitment 8,500.00
Deficiency 425.00

Deficiency Calculation

	% of Caribbean 1	% of Mediterranean	ROW	Ocean Crossing	POR	New Build	
May-20	28,185.45	53,452.27	97,602.15	94,094.16	24,995.47	718.91	299,048.42
Total							299,048.42



Invoice

BILL TO:

Carnival Cruise Lines
 3655 NW 87th Avenue
 Miami, Florida 33178
 United States

PLEASE REMIT TO:

Maritime Communication Services, Inc
 4400 S Sam Houston Pkwy E
 Houston, TX 77048

Actual BW 4,174.37
Minimum Commitment 8,500.00
Deficiency 4,325.63

Invoice Number	CCL June 2020 Deficiency
Invoice Date	5-May-2021
Due Date	4-Jun-2021
Customer PO/FR	Greg Boyce
Customer Reference	Carnival Cruise

Deficiency Calculation

	% of Caribbean 1	% of Mediterranean	ROW	N. America WC	Ocean Crossing	Sum of POR	
Jun-20	208,591.68	620,387.37	1,273,869.72	36,744.63	337,883.17	\$ 266,049.74	\$ 2,743,526.30

Total 2,743,526.30



Invoice

Invoice Number	CCL July 2020 Deficiency
Invoice Date	5-May-2021
Due Date	4-Jun-2021
Customer PO/FR	Greg Boyce
Customer Reference	Carnival Cruise

BILL TO:

Carnival Cruise Lines
 3655 NW 87th Avenue
 Miami, Florida 33178
 United States

PLEASE REMIT TO:

Maritime Communication Services, Inc
 4400 S Sam Houston Pkwy E
 Houston, TX 77048

Actual BW 3,226.03
Minimum Commitment 8,500.00
Deficiency 5,273.97

Deficiency Calculation

	% of Caribbean 1	% of Mediterranean	ROW	N. America WC	Ocean Crossing	AOR	POR
Jul-20	280,647.91	800,973.14	1,406,713.90	23,936.70	\$ 509,342.07	\$ 77,192.41	\$ 162,809.94
							\$ 3,261,616.07
						Total	3,261,616.07

Exhibit C

2025 Demand Letter



CONFIDENTIAL COMMUNICATION

Curtis B. Miner
E-mail: curt@colson.com
Direct Dial (305) 476-7436

December 15, 2025

Via E-Mail and Federal Express

Carnival Corporation
Carnival Place
3655 NW 87th Avenue
Miami, Florida 33178
Attn: General Counsel
E-Mail: cclegaldepartment@carnival.com

Re: Demand for Payment of Outstanding Speedcast Invoices

To Whom It May Concern,

I am writing on behalf of Maritime Communication Services, Inc. (“Speedcast”) regarding the outstanding payment obligations of Carnival Corporation (“Carnival”) under the Master Agreement for Communication Services, effective December 21, 2018 (the “Agreement”), and the First Amended and Restated Master Agreement for Communication Services, effective January 1, 2022 (the “Amended Agreement”). Both Agreements are attached for your reference.

Under the terms of these Agreements, Speedcast provided Carnival and its subsidiaries’ covered vessels with satellite-based communication services. Generally, charges for these services consisted of monthly recurring charges, nonrecurring charges, and usage-based charges. Section 4.6 of the Agreement provided that if the bandwidth usage for covered vessels fell below the Aggregate Minimum Monthly Bandwidth Commitment, Carnival was obligated to pay the difference (the “Deficiency”).

From approximately May 2020 through September 2021, the bandwidth usage of all covered vessels fell below the Aggregate Monthly Bandwidth Commitment. Pursuant to Section 4.6 of the Agreement, Speedcast accordingly presented Carnival with timely Deficiency Invoices, as summarized on the following page:



DEFICIENCY INVOICES	Month of Service	Invoice Date	Due Date	Amount (\$)
Timely Invoices	Aug-2020	May-5-2021	Jun-4-2021	3,710,434.47
	Sep-2020	May-5-2021	Jun-4-2021	3,135,815.99
	Oct-2020	May-5-2021	Jun-4-2021	2,797,037.11
	Nov-2020	May-5-2021	Jun-4-2021	2,875,503.40
	Dec-2020	May-5-2021	Jun-4-2021	2,840,598.14
	Jan-2021	May-5-2021	Jun-4-2021	2,827,901.65
	Feb-2021	May-5-2021	Jun-4-2021	1,829,907.85
	Mar-2021	May-5-2021	Jun-4-2021	1,849,819.48
	Apr-2021	May-17-2021	Jun-16-2021	1,829,190.33
	May-2021	Jun-16-2021	Jun-16-2021	1,873,192.29
	Jun-2021	Feb-25-2022	Mar-27-2022	1,939,966.12
	Jul-2021	Feb-25-2022	Mar-27-2022	1,429,685.89
	Aug-2021	Feb-25-2022	Mar-27-2022	611,781.29
	Sep-2021	Feb-25-2022	Mar-27-2022	171,410.11
TOTAL TIMELY INVOICES				29,722,244.12

These Deficiencies were calculated using the formula agreed to by the Parties, namely multiplying the shortfall (in Mbps) by a blended rate of the regional bandwidth prices based on the global position of all covered vessels. The invoiced Deficiencies total \$29,722,244.12. To date, Carnival has failed to pay these timely submitted Deficiency Invoices.

Further, under Section 4.4.2 of the Agreement, interest accrues on invoices “not paid by the due date” at as a rate “equal to the lesser of 1-1/2% per month or the maximum rate allowed by Applicable Laws.” As calculated on the following page, and assuming a 1.5% interest rate on unpaid Deficiency Invoices, Carnival currently owes \$23,742,736.20 in interest for a combined total of **\$53,464,980.32**:



Month of Service	Invoice Date	Due Date	Principal	Current Date	Months Overdue	Full Months Overdue	Interest Rate	Interest	Total Due
Aug-20	05/05/21	06/04/21	3,710,434.47	12/15/25	54.4110	54	0.015	3,005,451.92	6,715,886.39
Sep-20	05/05/21	06/04/21	3,135,815.99	12/15/25	54.4110	54	0.015	2,540,010.95	5,675,826.94
Oct-20	05/05/21	06/04/21	2,797,037.11	12/15/25	54.4110	54	0.015	2,265,600.06	5,062,637.17
Nov-20	05/05/21	06/04/21	2,875,503.40	12/15/25	54.4110	54	0.015	2,329,157.75	5,204,661.15
Dec-20	05/05/21	06/04/21	2,840,598.14	12/15/25	54.4110	54	0.015	2,300,884.49	5,141,482.63
Jan-21	05/05/21	06/04/21	2,827,901.65	12/15/25	54.4110	54	0.015	2,290,600.34	5,118,501.99
Feb-21	05/05/21	06/04/21	1,829,907.85	12/15/25	54.4110	54	0.015	1,482,225.36	3,312,133.21
Mar-21	05/05/21	06/04/21	1,849,819.48	12/15/25	54.4110	54	0.015	1,498,353.78	3,348,173.26
Apr-21	05/17/21	06/16/21	1,829,190.33	12/15/25	54.0164	54	0.015	1,481,644.17	3,310,834.50
May-21	06/16/21	06/16/21	1,873,192.29	12/15/25	54.0164	54	0.015	1,517,285.75	3,390,478.04
Jun-21	02/25/22	03/27/22	1,939,966.12	12/15/25	44.6795	44	0.015	1,280,377.64	3,220,343.76
Jul-21	02/25/22	03/27/22	1,429,685.89	12/15/25	44.6795	44	0.015	943,592.69	2,373,278.58
Aug-21	02/25/22	03/27/22	611,781.29	12/15/25	44.6795	44	0.015	403,775.65	1,015,556.94
Sep-21	02/25/22	03/27/22	171,410.11	12/15/25	44.6795	44	0.015	403,775.65	575,185.76
Total			29,722,244.12					23,742,736.20	53,464,980.32

Carnival remains obligated to satisfy the Aggregate Minimum Monthly Bandwidth Commitment Deficiencies timely invoiced pursuant to the terms of the Agreement, including all unpaid interest amounts. Under Section 28 of the Amended Agreement, the Parties expressly recognized that its terms “shall not serve as a release or waiver by either Party of any claim against the other Party, including but not limited to disputes regarding outstanding amounts owned by Carnival.”

Pursuant to the Dispute Resolution provisions of the Amended Agreement, Speedcast deems Carnival’s nonpayment a Disputed Matter and requests the appointment of a Corporate Manager (as that term is defined in the Amended Agreement) for the purpose of negotiating a resolution. For its part, Speedcast designates Jim Frownfelter as its Corporate Manager, whose information is as follows:

Jim Frownfelter
 Chief Executive Officer
 3200 South Sam Houston Parkway East, Suite 140
 Houston, TX 77047

Under Section 21.4 of the Dispute Resolution provisions, if the matter is not settled within 15 business days of the commencement of negotiations, Speedcast shall be free to pursue all available rights and remedies.

For the purpose of commencing this negotiation, Speedcast hereby demands payment in the amount of **\$53,464,980.32**.



Thank you for your prompt attention to this matter. I look forward to your response.

Sincerely,

A handwritten signature in blue ink that reads "CB Miner".

Curtis B. Miner, Esq.
Counsel for Maritime Communication
Services, Inc.

cc: Carnival Corporation
Carnival Place
3655 N.W. 87th Avenue
Miami, Florida 33178
Attention: Carnival Global Sourcing, VP IT Sourcing
Tel: 305-599-2600
Email: jmckeown@carnival.com

Exhibit D

Complaint

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No.: _____

MARITIME COMMUNICATIONS
SERVICES, INC.,

Plaintiff,

vs.

CARNIVAL CORPORATION,

Defendant.

_____ /

COMPLAINT

Plaintiff Maritime Communications Services, Inc. (“Speedcast”) sues Defendant Carnival Corporation (“Carnival”) and alleges as follows:

INTRODUCTION

1. Speedcast is a global provider of satellite communications, delivering critical connectivity to multiple industries, including passenger cruise operations.

2. In 2018, Speedcast and Carnival entered into a contract for communication services, including the provision of satellite-based bandwidth to power the internet and Wi-Fi aboard Carnival’s fleet of cruise ships. The contract obligated Carnival to purchase a minimum amount of bandwidth each month. If Carnival’s usage did not meet that minimum monthly amount, it agreed to pay for the shortfall upon receiving an invoice from Speedcast.

3. For 14 months, beginning in August 2020 and ending in September 2021, Carnival's bandwidth usage fell below the contractually required minimum amount. Despite Speedcast's transmission of timely invoices for the shortfall amounts, Carnival has failed to pay. The unpaid shortfall amounts total \$29,722,244.¹², exclusive of contractual interest.

4. This lawsuit seeks to recover damages against Carnival for its breach of contract and failure to pay for its minimum monthly bandwidth commitment.

PARTIES

5. Plaintiff Maritime Communications Services, Inc. is a Delaware corporation that has its principal place of business at 4400 S. Sam Houston Parkway East, Houston, Texas 77048.

6. Defendant Carnival Corporation is a Panama corporation with its principal place of business at 3655 NW 87th Avenue, Miami, Florida 33178. Carnival owns and operates passenger vessels that are part of cruise line brands owned by Carnival.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a), because the parties are citizens of different states or foreign states and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

8. Venue is proper in the Southern District of Florida under 28 U.S.C. § 1391(b)(1), because Carnival resides in the Southern District of Florida. In addition,

the parties have contractually submitted to the exclusive jurisdiction of the courts of Miami-Dade County, Florida.

9. This Court has personal jurisdiction over Carnival pursuant to Florida Statute § 48.193(1)(a)(1), because the cause of action arises from operating, conducting, engaging in, or carrying on a business or business venture in the state of Florida. In addition, the parties have contractually submitted to the exclusive jurisdiction of the courts of Miami-Dade County, Florida.

FACTUAL ALLEGATIONS

The Master Agreement for Communications Services

10. Speedcast is a global provider of satellite communication and information technology services. The company delivers managed network solutions—including VSAT, mobile satellite services, and hybrid connectivity platforms—to customers operating in remote environments, with expertise providing broadband connectivity to oceangoing vessels and offshore operations.

11. Carnival, through its portfolio of wholly owned cruise line brands, operates oceangoing cruise vessels that travel beyond the reach of land-based cellular and broadband networks. To maintain connectivity at sea and support onboard systems, Carnival relies on satellite communications infrastructure.

12. On December 21, 2018, Speedcast and Carnival entered into a Master Agreement for Communications Services (the “Master Agreement”), pursuant to which Speedcast provided Carnival and its cruise lines with various “Communications Services.”

13. These services included a satellite-based communication system and satellite bandwidth connectivity for Carnival vessels.

14. The term of the Master Agreement was from December 21, 2018 through December 31, 2021.

15. With respect to the contracted bandwidth amounts, the Master Agreement provided that:

Carnival agrees to purchase, during the Term, an aggregate minimum monthly amount of bandwidth for all of the Contracted Cruise Lines equal to the amount set forth in Section 7 of **Appendix V** (the “**Aggregate Minimum Monthly Bandwidth Commitment**”).

Master Agreement § 4.6.

16. In Appendix V, the parties agreed to an Aggregate Minimum Monthly Bandwidth Commitment in the amount of 8.5 Gbps per month, regardless of actual usage.

17. If, during any month in the Master Agreement’s term, the aggregate bandwidth usage fell below the minimum commitment, Carnival agreed to:

[P]ay the shortfall amount to Speedcast upon presentation of Speedcast’s invoice for the difference amount (“**Deficiency**”) determined by multiplying the shortfall (in Mbps) by a blended rate of the regional bandwidth prices such that the blended rate reflects the then current positions of all Covered Vessels.

Master Agreement § 4.6.

18. The Master Agreement required Carnival to pay such “usage-based” invoices within thirty (30) days from the date of the receipt of the invoice, unless the

charges were disputed. *Id.* at § 4.3. If Carnival disputed a charge, it was required to give written notice before the due date. *Id.* at § 4.5

19. Invoices not paid by the due date were to accrue interest at a rate equal to the lesser of 1-1.2% per month or the maximum rate allowed by law. *Id.* at § 4.4.2.

Carnival Fails to Pay for Timely Invoiced Bandwidth Deficiencies.

20. During the months of August 2020, September 2020, October 2020, November 2020, December 2020, January 2021, February 2021, March 2021, April 2021, May 2021, June 2021, July 2021, August 2021, and September 2021, the aggregate bandwidth usage for all of Carnival's covered vessels fell below Carnival's Aggregate Minimum Monthly Bandwidth Commitment.

21. On May 4, 2021, Speedcast timely provided Carnival with monthly deficiency invoices for the period of August 2020 through March 2021. The invoiced amounts were due by June 4, 2021.

22. On May 17, 2021, Speedcast timely provided Carnival with a monthly deficiency invoice for April 2021. The invoiced amount was due by June 16, 2021

23. On June 16, 2021, Speedcast timely provided Carnival with a monthly deficiency invoice for May 2021. The invoiced amount was due by July 16, 2021.

24. On February 25, 2022, Speedcast timely provided Carnival with monthly deficiency invoices for the period of June 2021 through September 2021. The invoiced amounts were due by March 27, 2022.

25. The deficiency invoices stated, in Mbps, the actual bandwidth used by all covered vessels, the minimum bandwidth commitment (8,500), and the deficiency

bandwidth amount. The invoices also provided the deficiency calculation utilizing the blended rate of the covered vessels' global positions.

26. The amount due for all deficiency invoices totaled \$29,722,244.¹², exclusive of contractual interest.

27. At no time prior to the respective due dates did Carnival provide Speedcast with written notice of its intent to dispute any deficiency invoice charge.

28. Nor did Carnival dispute any of the charges for its actual bandwidth usage. In fact, Carnival paid the separately invoiced charges for its vessels' actual bandwidth usage.

29. Carnival has at all times failed to pay its deficiency invoice charges.

The Amended Master Agreement

30. On January 1, 2022, Speedcast and Carnival entered into a First Amended and Restated Master Agreement for Communication Services (the "Amended Master Agreement"), which amended certain provisions of the Master Agreement and provided for a term that would end on December 31, 2023.

31. With respect to claims arising under the prior Master Agreement, the parties expressly agreed that the Amended Master Agreement would not serve as a release or waiver—by either party—of any claim against the other party, "including but not limited to disputes regarding outstanding amounts owed by Carnival." Amended Master Agreement § 28.

Subsequent Events

32. As of December 31, 2022, the amounts due to Speedcast under the deficiency invoices remained unpaid.

33. On January 18, 2023, Speedcast sent a letter to Carnival requesting confirmation of the amounts due on the deficiency invoices or, in the alternative, any information that would assist Speedcast's auditors in determining why these amounts remained unpaid. Carnival did not respond.

34. On December 15, 2025, Speedcast sent a letter to Carnival invoking the Amended Master Agreement's Dispute Resolution procedure (§ 21), appointing a Corporate Manager for purposes of negotiating a resolution of the dispute, and demanding payment of the deficiency invoices. Carnival did not designate a Corporate Manager or engage in negotiations in an attempt to resolve the dispute within the 15 business day window mandated in the Amended Master Agreement.

35. Accordingly, Speedcast has brought this suit for damages including, but not limited to, the unpaid amount on the deficiency invoices and contractual interest.

CLAIMS FOR DAMAGES

COUNT I

BREACH OF CONTRACT

36. Plaintiff incorporates by reference paragraphs 1 through 35 above as if fully set forth herein.

37. Valid, written contracts exist between Plaintiff and Carnival, specifically the Master Agreement and the Amended Master Agreement, effective December 21, 2018 and January 1, 2022, respectively.

38. Under these contracts, Plaintiff agreed to provide satellite-based communication services and Carnival agreed to pay for such services according to the terms set forth in the agreements and the related schedules and appendices. Under the Master Agreement, Carnival was obligated to pay for any deficiency between the amount of bandwidth used on a monthly basis and the Aggregate Minimum Monthly Bandwidth Commitment.

39. Plaintiff has performed its obligations under the contract by providing the agreed communication services and satellite-based bandwidth to Carnival and its covered vessels.

40. Plaintiff has further performed under the contract by timely invoicing Carnival for deficiency invoices for the months of August 2020, September 2020, October 2020, November 2020, December 2020, January 2021, February 2021, March 2021, April 2021, May 2021, June 2021, July 2021, August 2021, and September 2021.

41. Carnival has breached the Master Agreement by failing to pay the amounts due under the contract, including but not limited to the amounts set forth in the deficiency invoices for the relevant months, despite Plaintiff's full performance and timely demand for payment.

42. As a direct and proximate result of Carnival's breach, Plaintiff has suffered significant damages in an amount to be determined at trial, including but not limited to the unpaid deficiency amounts and contractual interest.

COUNT II

ACCOUNT STATED

43. Plaintiff incorporates by reference Paragraphs 1 through 35 above as if fully set forth herein.

44. Prior to the institution of this action, Plaintiff and Carnival engaged in business transactions, including the provision of communication services by Plaintiff to Carnival and the regular issuance of invoices to Carnival for those services.

45. Plaintiff rendered statements of account to Carnival, including but not limited to deficiency invoices for the months of August 2020, September 2020, October 2020, November 2020, December 2020, January 2021, February 2021, March 2021, April 2021, May 2021, June 2021, July 2021, August 2021, and September 2021.

46. Carnival did not object to these statements after receiving them within the time period required by the Master Agreement. In fact, to date, Carnival has never objected to these statements even when specifically offered the chance to do so.

47. Further, by paying separate, corresponding statements of account for actual bandwidth usage, Carnival implicitly agreed that the deficiency amounts due were correctly calculated and thus payable.

48. Carnival's lack of objection to the deficiency amounts and its payment of charges for actual bandwidth usage constitute an implicit promise to pay Plaintiff the stated amounts.

49. Carnival has not paid Plaintiff the stated amounts. Plaintiff has accordingly suffered damages, in an amount to be determined at trial, plus interest calculated from the due dates of the respective invoices.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff Maritime Communication Services, Inc. demands judgment against Defendant Carnival Corporation as follows:

- A. Ordering the Defendant to pay the invoiced deficiency amounts;
- B. Ordering the Defendant to pay pre- and post-judgment interest on any amounts awarded; and
- C. Ordering such other relief as may be just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues so triable pursuant to Rule 38 of the Federal Rules of Civil Procedure.

Dated: February 4, 2026.

Respectfully submitted,

COLSON HICKS EIDSON, P.A.
255 Alhambra Circle, Penthouse
Coral Gables, Florida 33134
Telephone: (305) 476-7400
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By: s/ Curtis Miner
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Attorneys for Plaintiff

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

<p>In re:</p> <p>SPEEDCAST INTERNATIONAL LIMITED, <i>et al.</i>,</p> <p style="text-align: center;">Reorganized Debtors.¹</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Chapter 11</p> <p>Case No. 20-32243 (MI)</p> <p>(Jointly Administered)</p>
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**ORDER GRANTING
CARNIVAL CORPORATION’S
MOTION TO REOPEN CERTAIN OF THE
CHAPTER 11 CASES AND ENFORCE THE PLAN AND CONFIRMATION ORDER**

Upon the *Motion for Entry of an Order (I) Re-Opening the Chapter 11 Cases of Maritime Communication Services, Inc. and Speedcast Int’l Ltd. and (II) Interpreting and Enforcing the Chapter 11 Plan* filed by Carnival Corporation [Docket No. ___] (the “Motion”),² and the Court having considered the Motion and the statements of counsel at a hearing before the Court on March 25, 2026; and after due deliberation and sufficient cause appearing therefor;

THE COURT HEREBY FINDS AND CONCLUDES that:

A. The Court has jurisdiction over this matter pursuant to sections 157 and 1334 of title 28 of the United States Code and the Standing Order of Reference dated May 24, 2021, General Order 2012-6 (S.D. Tex. 2021) (Hinojosa, R.).

B. This is a core proceeding pursuant to section 157(b)(2) of title 28 of the United States Code.

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <http://www.kccllc.net/speedcast>. The Debtors’ service address for the purposes of these chapter 11 cases is 4400 S. Sam Houston Parkway East, Houston, Texas 77048.

² Capitalized terms used but not defined herein have the meanings ascribed to them in the Motion.

C. Venue in this district is proper pursuant to sections 1408 and 1409 of title 28 of the United States Code.

D. Carnival was a creditor and party-in-interest in these Chapter 11 Cases.

E. Causes exists to reopen the chapter 11 cases of Maritime and Speedcast pursuant to section 350(b) of title 11 of the United States Code (the "Bankruptcy Code").

F. To the extent any Deficiency Claims exist, such Deficiency Claims were assets of Maritime's estate pursuant to sections 541(a)(1), (6) and (7) of the Bankruptcy Code.³

G. To the extent any Deficiency Claims existed during the pendency of the Chapter 11 Cases, Maritime failed to disclose them.

H. To the extent any Deficiency Claims existed during the pendency of the Chapter 11 Cases, they were not retained pursuant to section 1123(b)(3)(B) of the Bankruptcy Code under the terms of the Plan.

NOW THEREFORE, IT IS HEREBY ORDERED AND DECLARED AS FOLLOWS:

1. The chapter 11 cases of Maritime and Speedcast are hereby reopened for the limited purposes of interpreting and enforcing the Plan and Confirmation Order and granting related relief.

2. Maritime lacks standing to pursue the Florida Causes of Action by operation of sections 1123, 541, 323, and 1107(a) of the Bankruptcy Code.

3. Maritime is judicially estopped from pursuing the Florida Causes of Action.

4. Maritime is permanently enjoined from continuing the Florida Proceeding and from otherwise taking any action to prosecute, pursue, enforce, monetize, or otherwise recover on the Florida Causes of Action.

³ For the avoidance of doubt: this Court makes no findings and reaches no conclusions with respect to the merits of any underlying Deficiency Claims.

5. This Order is without prejudice to Carnival's rights to seek further related relief, including, under section 105(a) and otherwise, related attorneys' fees, costs and expenses.

6. This Court retains exclusive jurisdiction with respect to all matters arising from or related to Motion and the implementation, interpretation, and enforcement of this Order, including to award further sanctions against Maritime for any failure to comply with the terms and provisions of this Order.

Signed: _____, 2026

Marvin Isgur
United States Bankruptcy Judge