

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE PLATINUM-BEECHWOOD
LITIGATION

Case No. 1:18-cv-06658 (JSR)

SENIOR HEALTH INSURANCE
COMPANY OF PENNSYLVANIA,

Case No. 1:18-cv-06658 (JSR)

Plaintiff,

v.

BEECHWOOD RE LTD., et al.,

Defendants.

MARTIN TROTT and CHRISTOPHER
SMITH, as Joint Official Liquidators and
Foreign Representatives of PLATINUM
PARTNERS VALUE ARBITRAGE FUND
L.P. (in Official Liquidation) and
PLATINUM PARTNERS VALUE
ARBITRAGE FUND L.P. (in Official
Liquidation,

Case No. 1:18-cv-10936 (JSR)

Plaintiffs,

v.

PLATINUM MANAGEMENT (NY) LLC, et
al.,

Defendants.

MELANIE L. CYGANOWSKI, AS
RECEIVER, BY AND FOR PLATINUM
PARTNERS CREDIT OPPORTUNITES
MASTER FUND LP, PLATINUM
PARTNERS CREDIT OPPORTUNITIES
FUND (TE) LLC, PLATINUM PARTNERS
CREDIT OPPORTUNITIES FUND LLC,
PLATINUM PARTNERS CREDIT
OPPORTUNITIES FUND INTERNTIONAL
LTD., PLATINUM PARTNERS CREDIT

Case No. 1:18-cv-12018 (JSR)

OPPORTUNITIES FUND
INTERNATIONAL (A) LTD., and
PLATINUM PARTNERS CREDIT
OPPORTUNITIES FUND (BL) LLC,

Plaintiffs,

v.

BEECHWOOD RE LTD., et al.,

Defendants.

DECLARATION OF R. BRIAN SEIBERT

1. I am an attorney at law, duly authorized and admitted to practice before this Court. I am an associate with the law firm DLA Piper LLP (US), counsel for Senior Health Insurance Company of Pennsylvania (“SHIP”) and Fuzion Analytics, Inc. (“Fuzion”) in connection with the above-captioned litigation. I have knowledge of the facts set forth in this declaration.

2. Attached as Exhibit 1 is a true and correct copy of the Securities and Exchange Commission’s letter and subpoena to B Asset Manager LP, dated June 10, 2016 as received from counsel for the Beechwood SHIP Defendants.

3. Attached as Exhibit 2 is a true and correct copy of the [REDACTED]

[REDACTED] as received from counsel for the Beechwood SHIP Defendants.

4. Attached as Exhibit 3 is a true and correct copy of SHIP’s First Request for Production of Documents to Beechwood Re Ltd., dated September 21, 2018.

5. Attached as Exhibit 4 is a true and correct copy of SHIP and Fuzion’s First Request for Production of Documents to the Beechwood PPCO Defendants, dated February 13, 2019.

6. Attached as Exhibit 5 is a true and correct copy of the Beechwood Propounding Parties' First Document Request to Bankers Consec Life Insurance Company, Washington National Insurance Company, and 40/8 Advisors, Inc., dated February 13, 2019.

7. Attached as Exhibit 6 is a true and correct copy of Bankers Consec Life Insurance Company, Washington National Insurance Company, CNO Financial Group, Inc., and 40/8 Advisors, Inc.'s (collectively "CNO") Initial Disclosures, dated February 6, 2019.

8. Attached as Exhibit 7 is a true and correct copy of CNO's Response to the Beechwood Propounding Parties' First Request for Production of Documents.

9. Attached as Exhibit 8 is a true and correct copy of an email from counsel for CNO to counsel for SHIP and Fuzion, dated March 29, 2019.

10. Attached as Exhibit 9 is a true and correct copy of email exchanges between counsel for the Beechwood Defendants, SHIP, Fuzion, CNO, and Plaintiffs in the above-captioned actions.

11. Attached as Exhibit 10 is a true and correct copy of an email from counsel for the Beechwood SHIP Defendants to the Court, dated January 3, 2019. Exhibit 10 includes the attachment setting forth the parties' position with respect to certain discovery disputes as between SHIP and the Beechwood SHIP Defendants, but does not include the exhibits referred to in the email.

12. Attached as Exhibit 11 is a true and correct copy of this Court's January 7, 2016 Order.

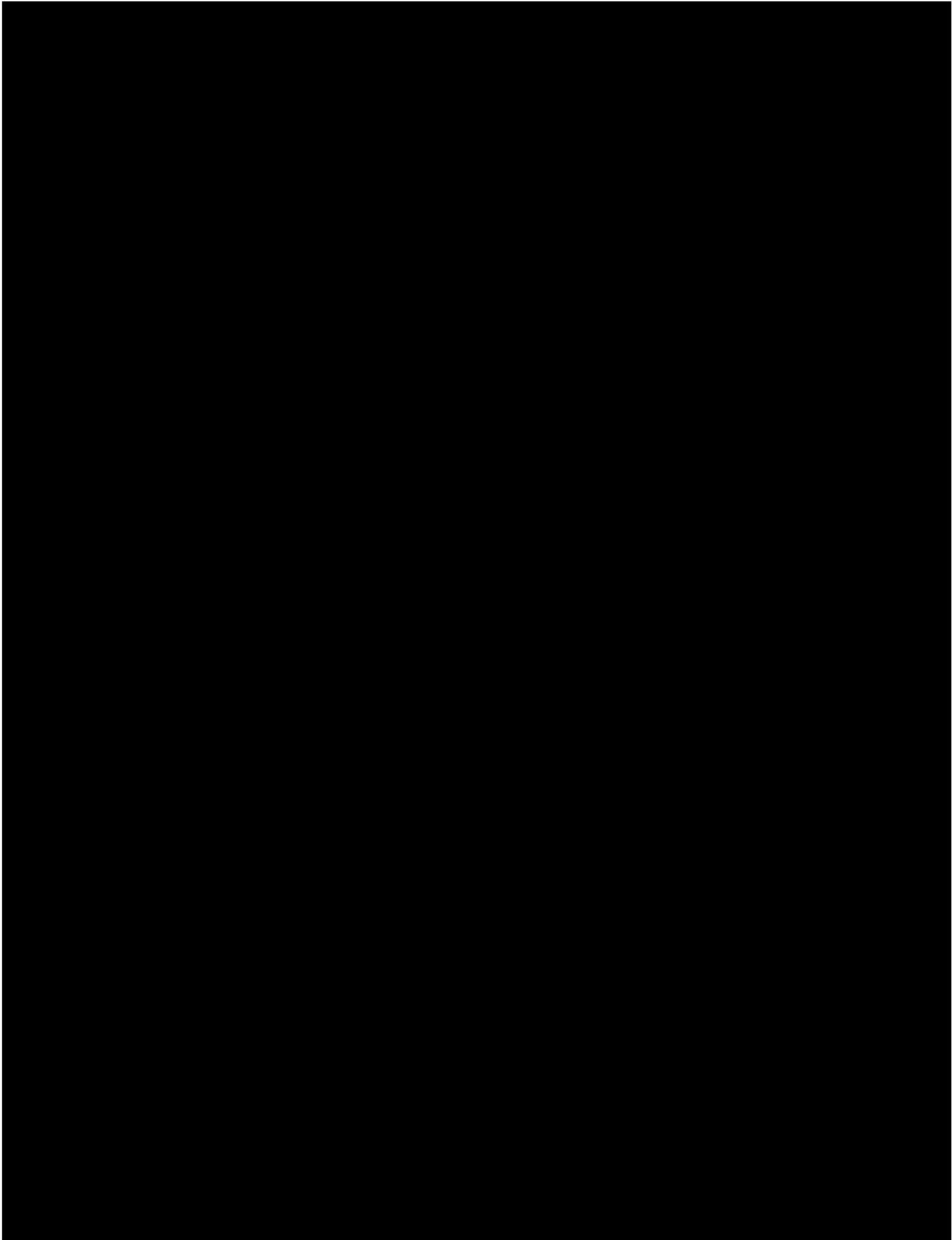
I declare under penalty of perjury under the laws of the United States of American that the foregoing is true and correct and this declaration was executed in New York, New York, on April 29, 2019.

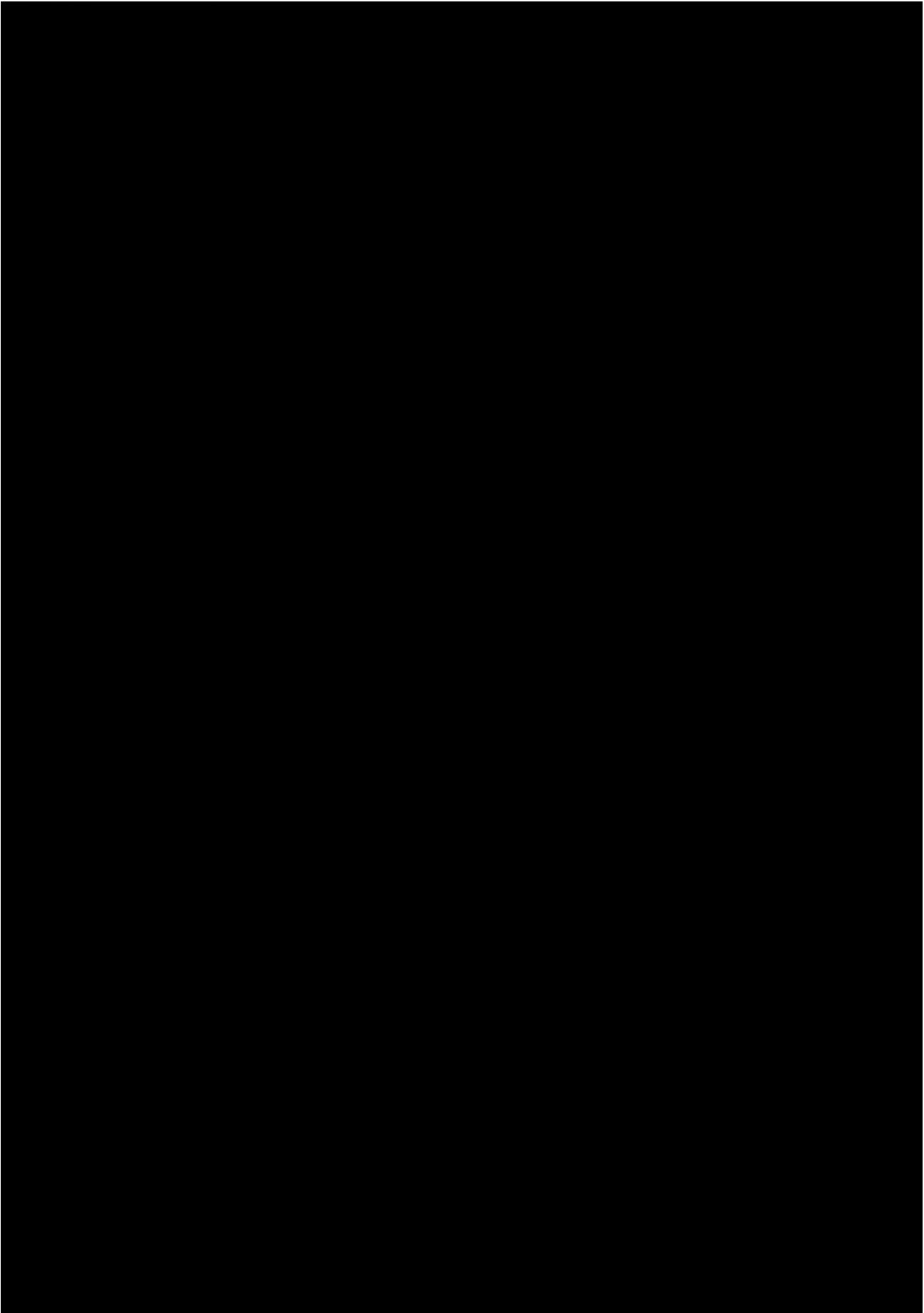
Dated: April 29, 2019
New York, New York

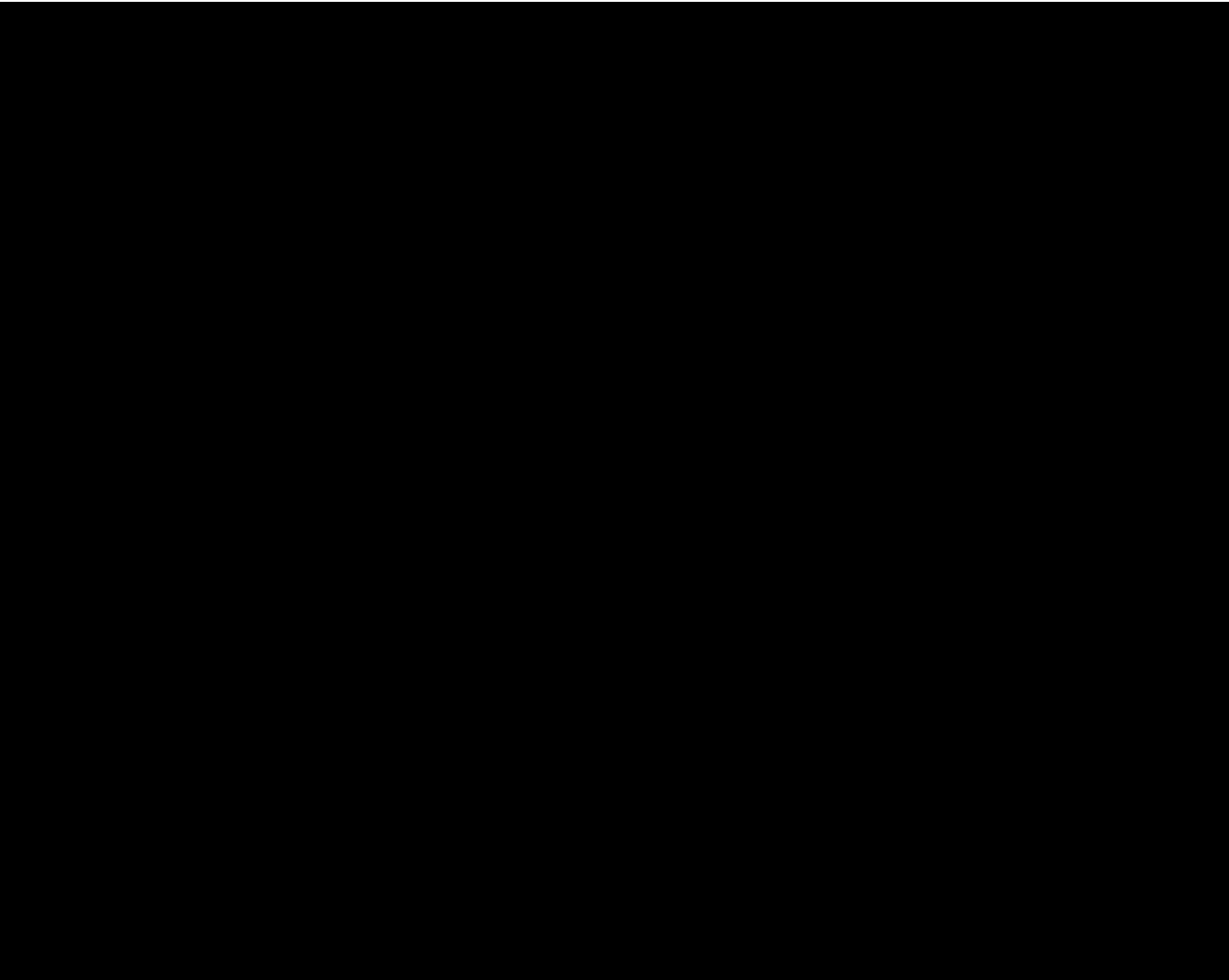
By: /s/ R. Brian Seibert
R. Brian Seibert

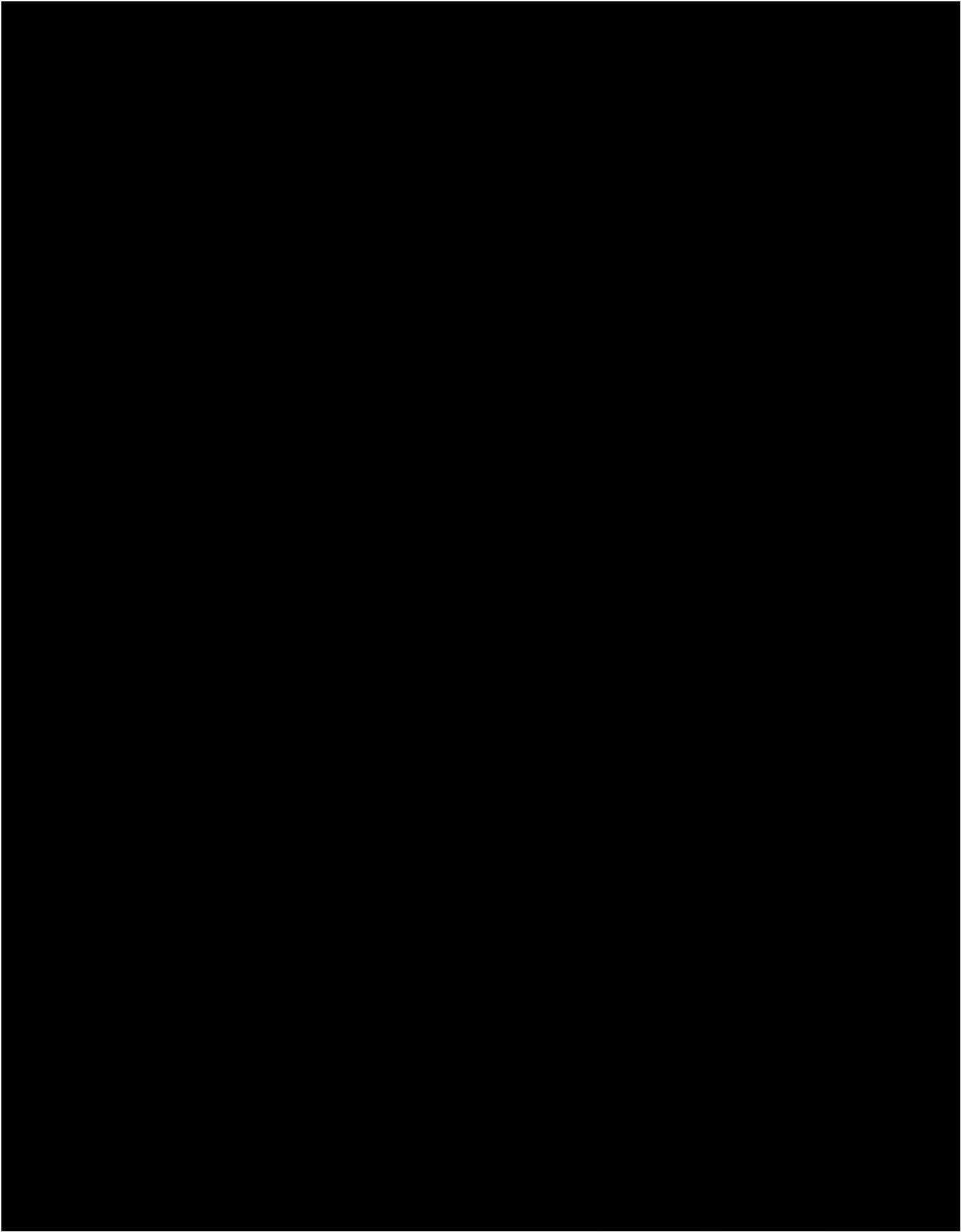
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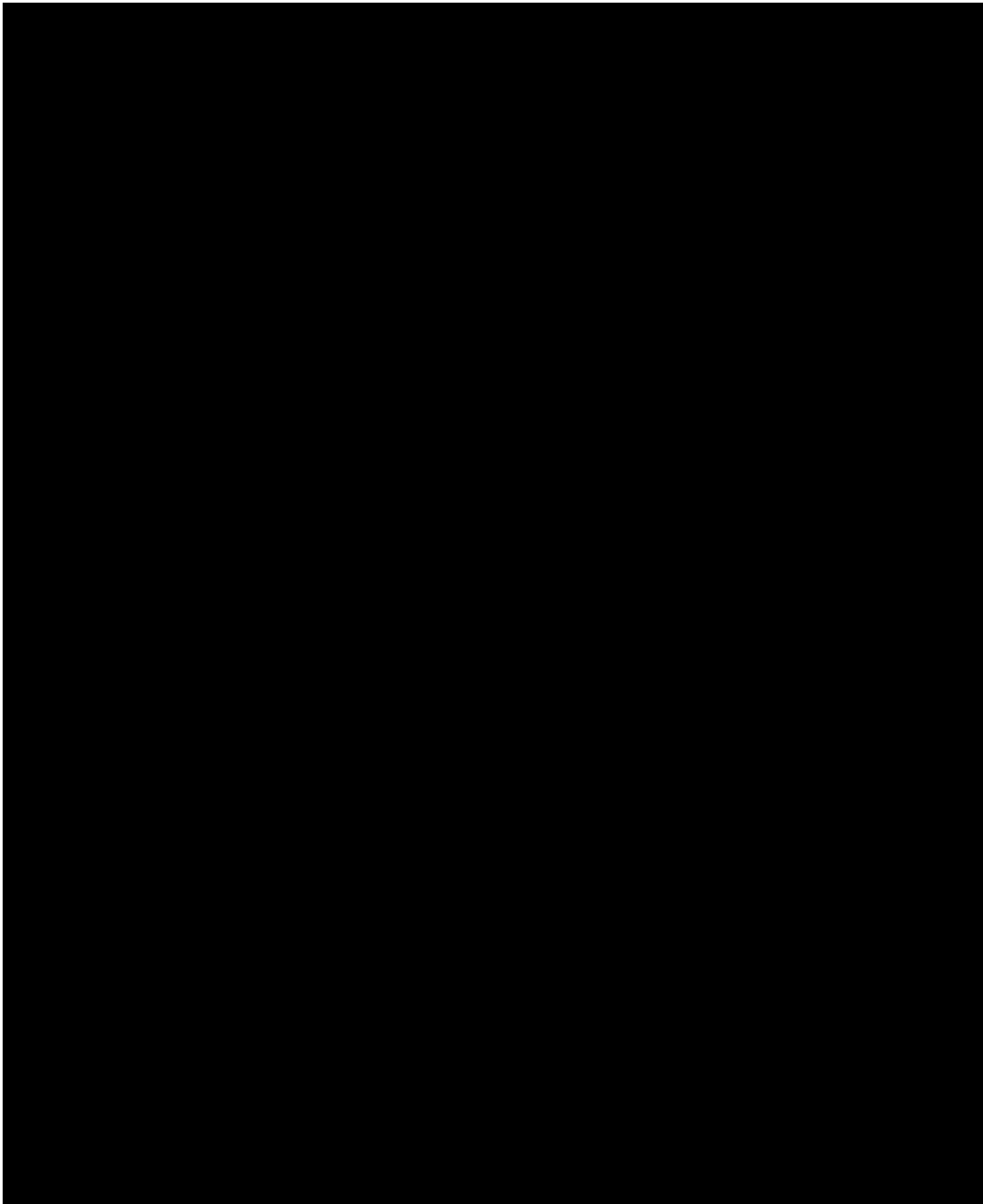
Exhibit 1

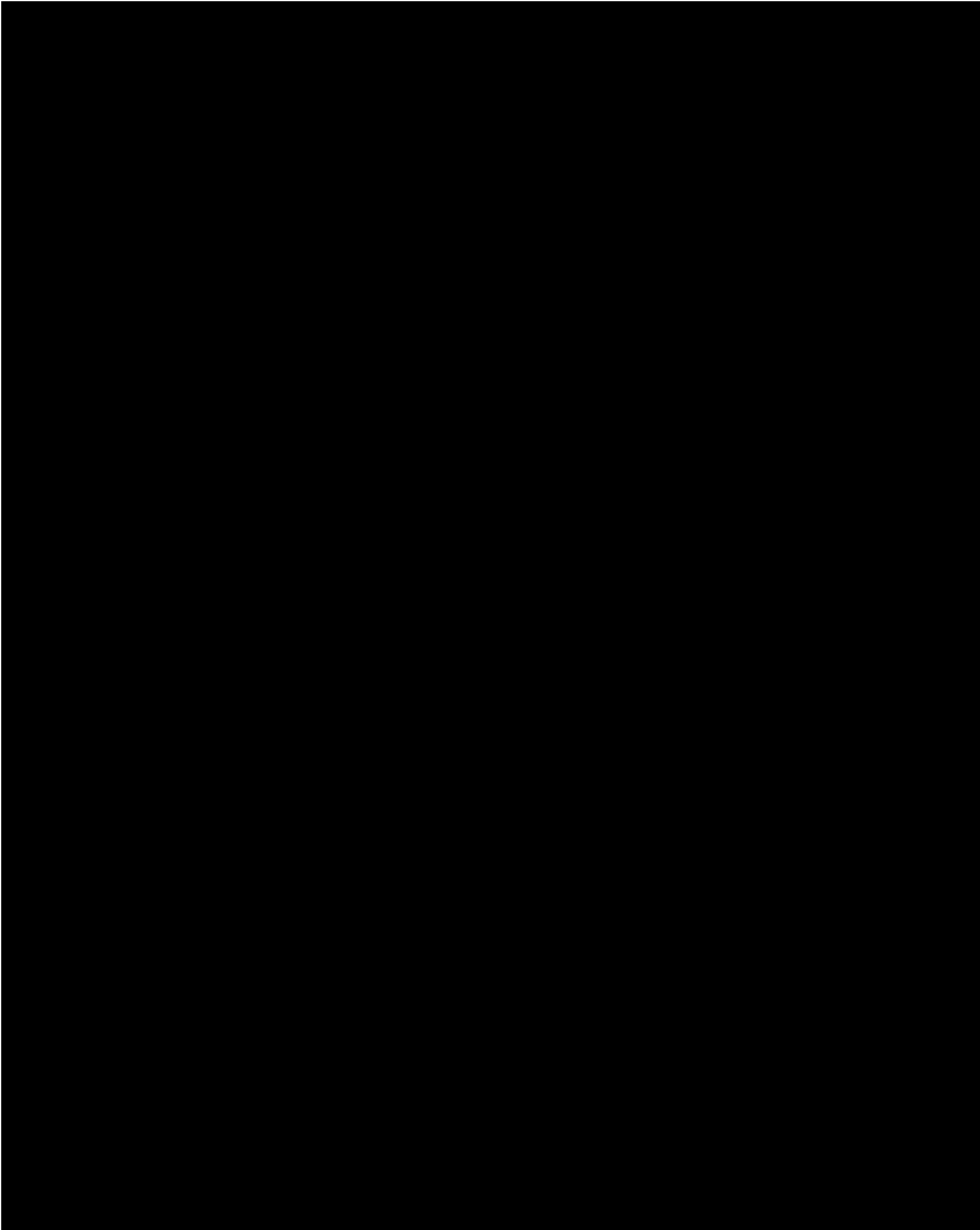


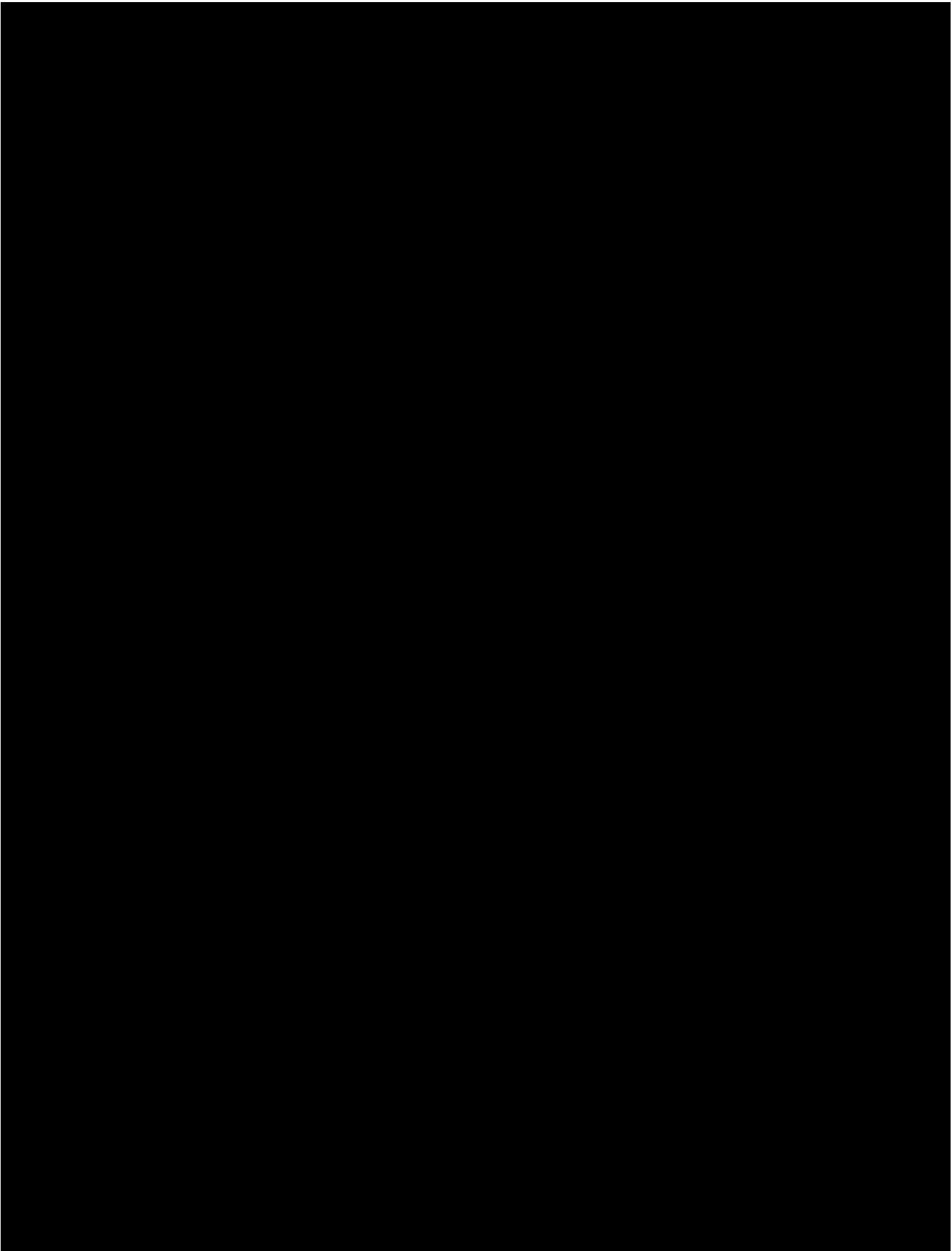


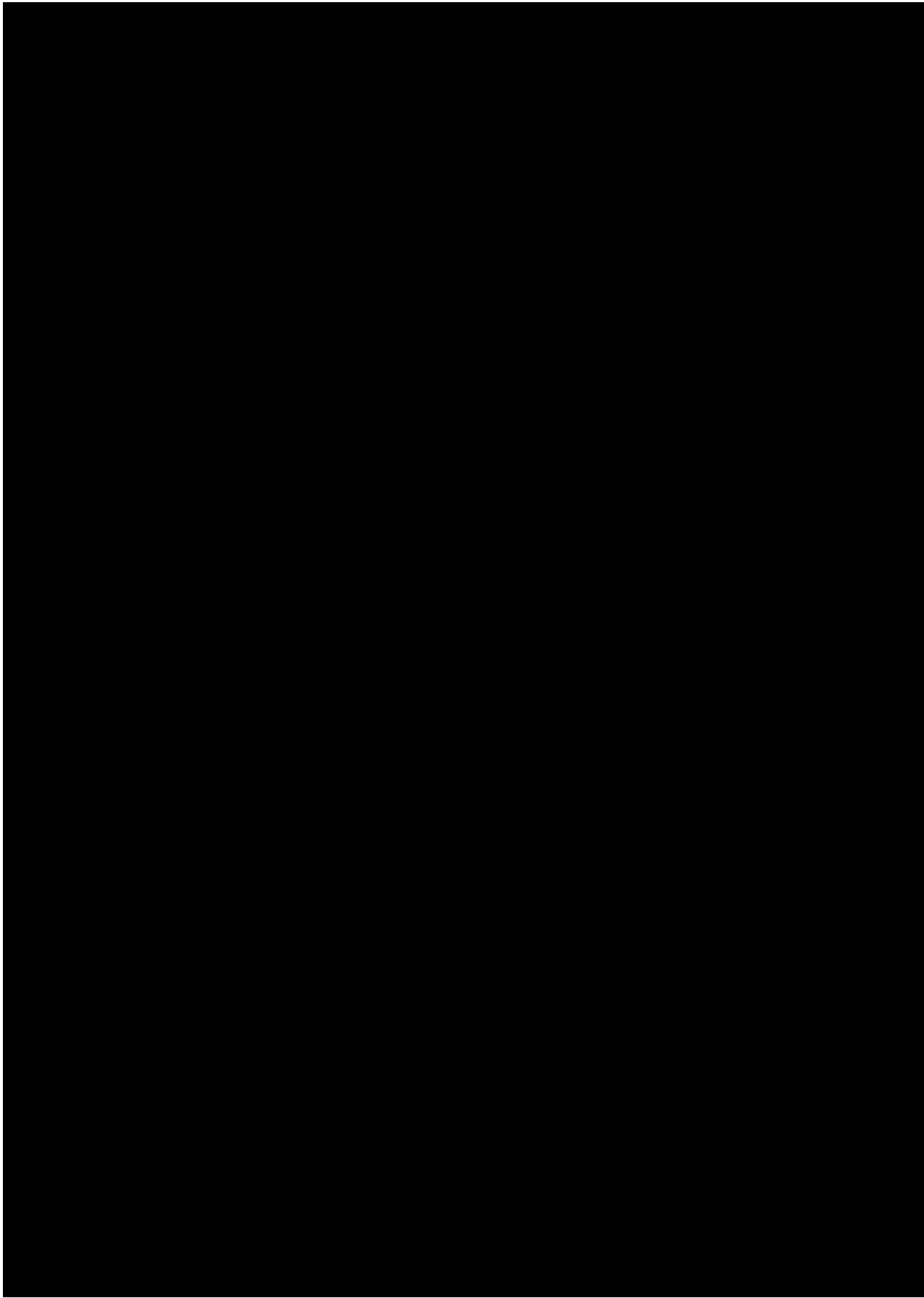


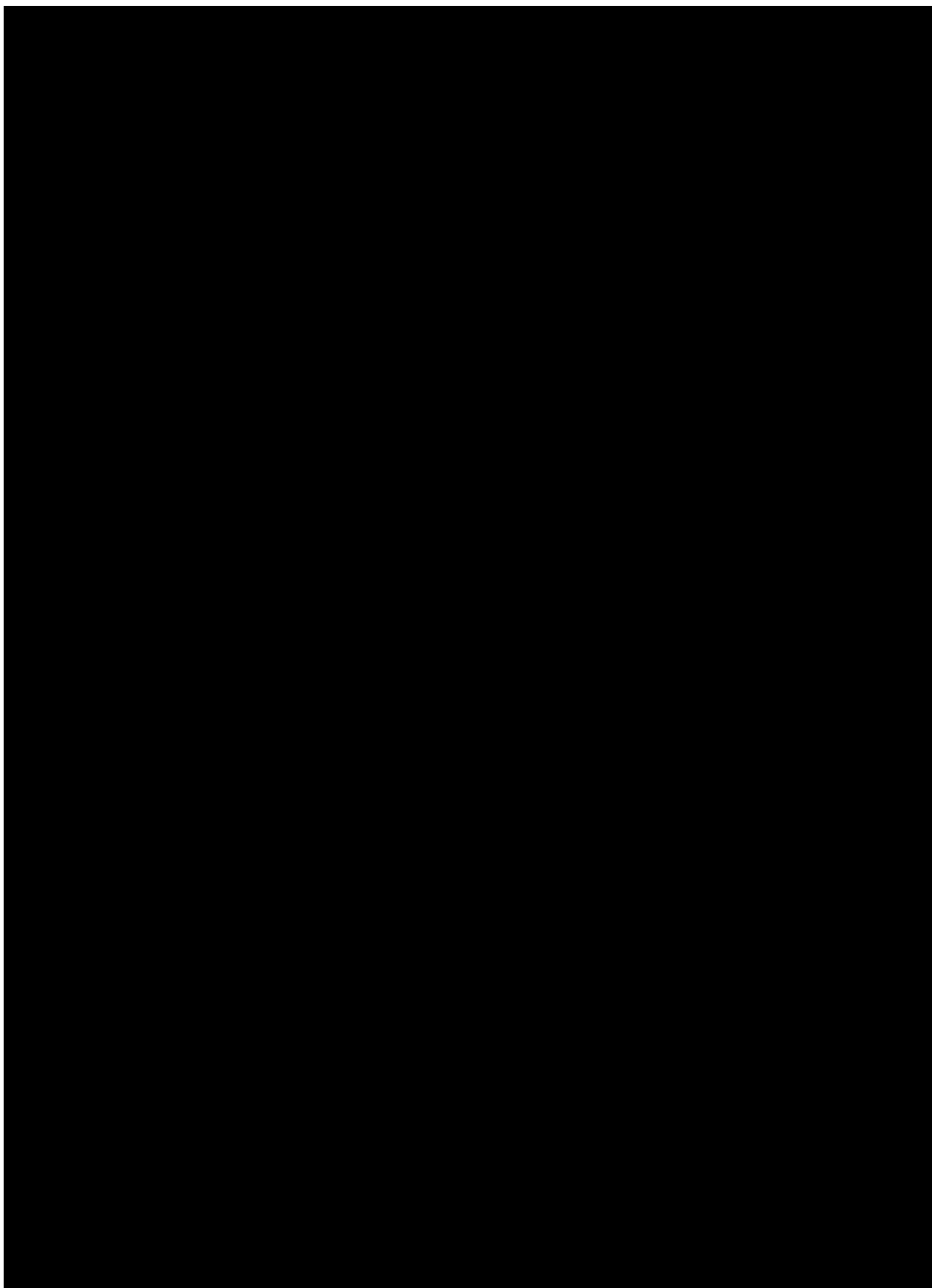


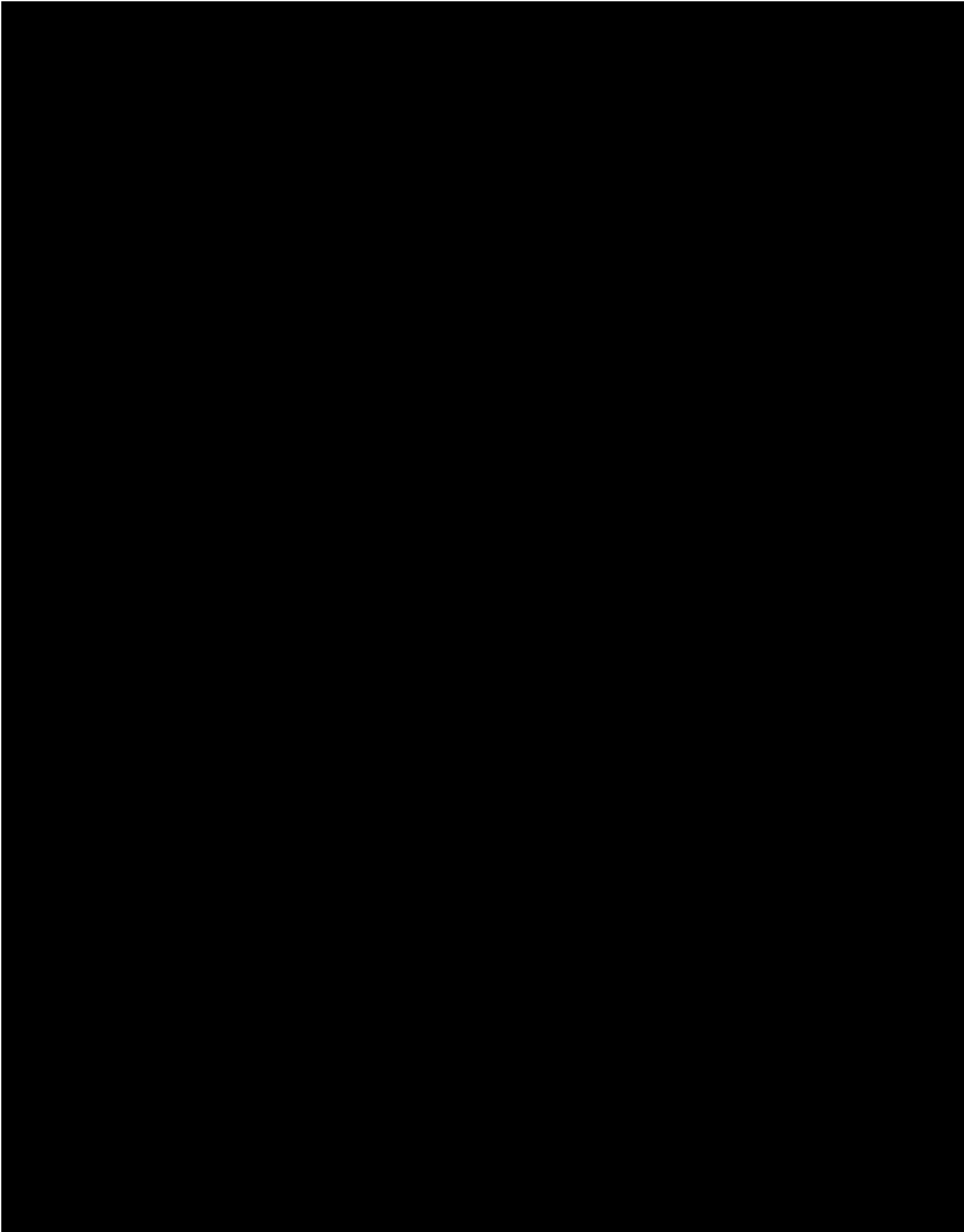


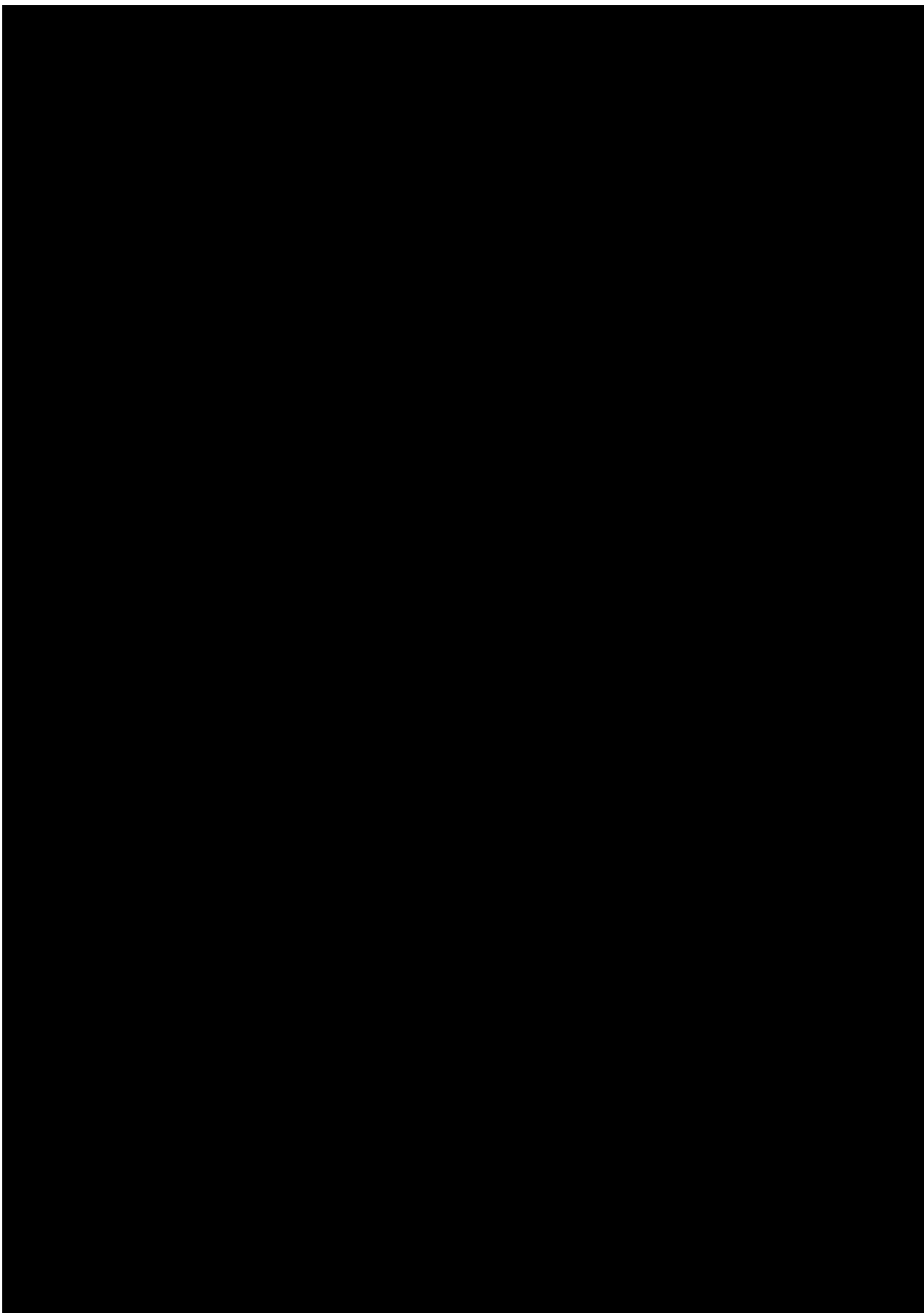


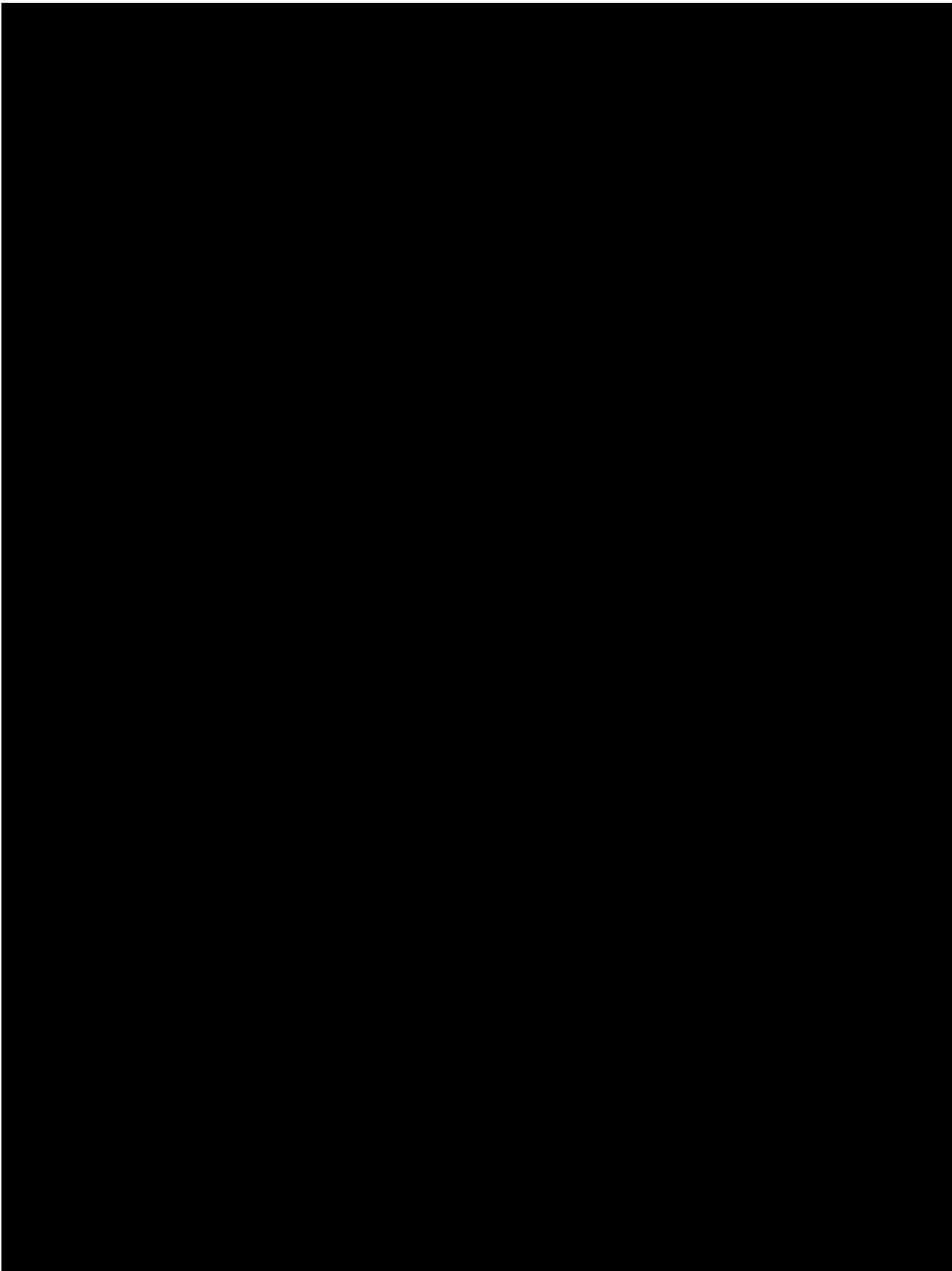


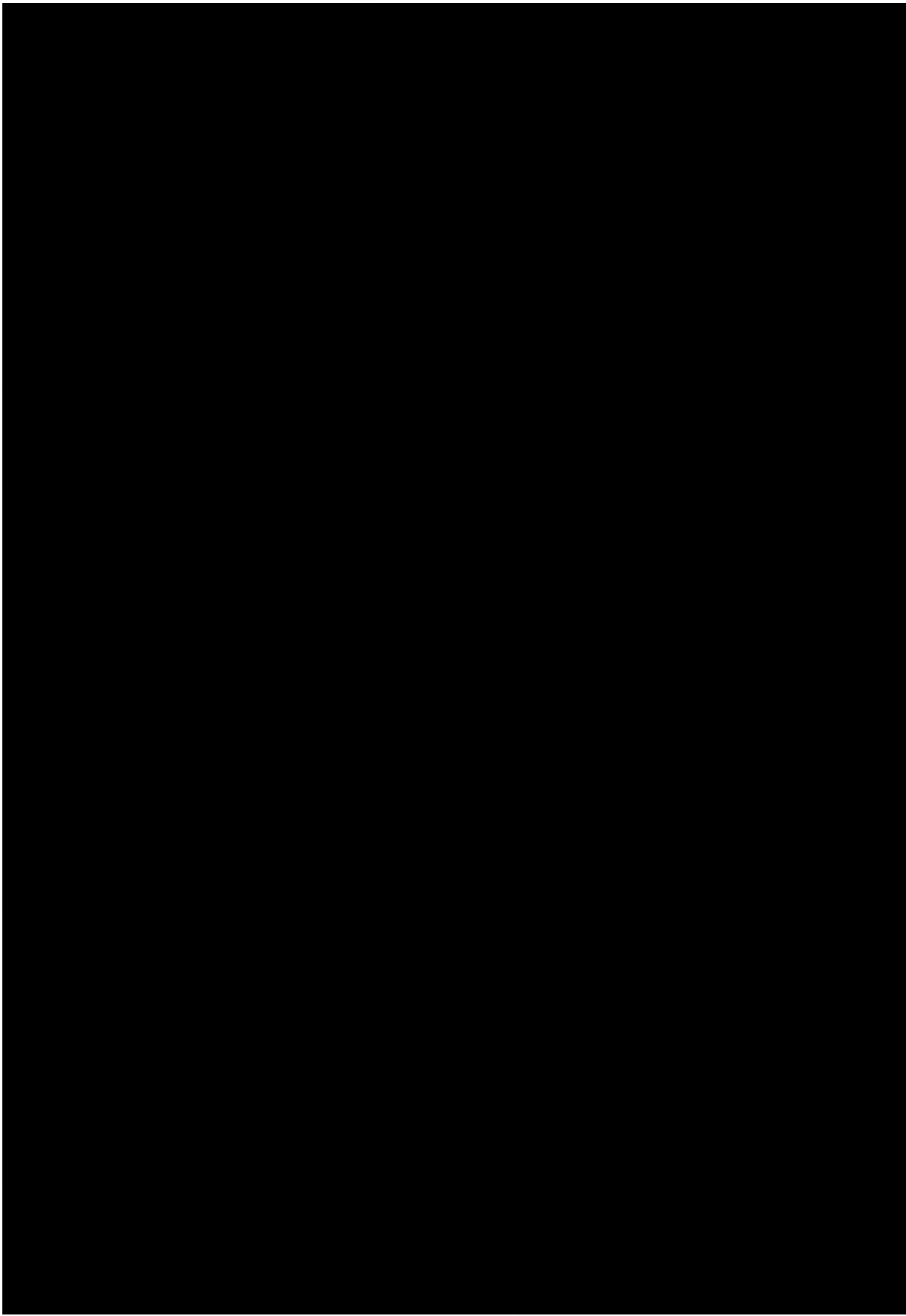


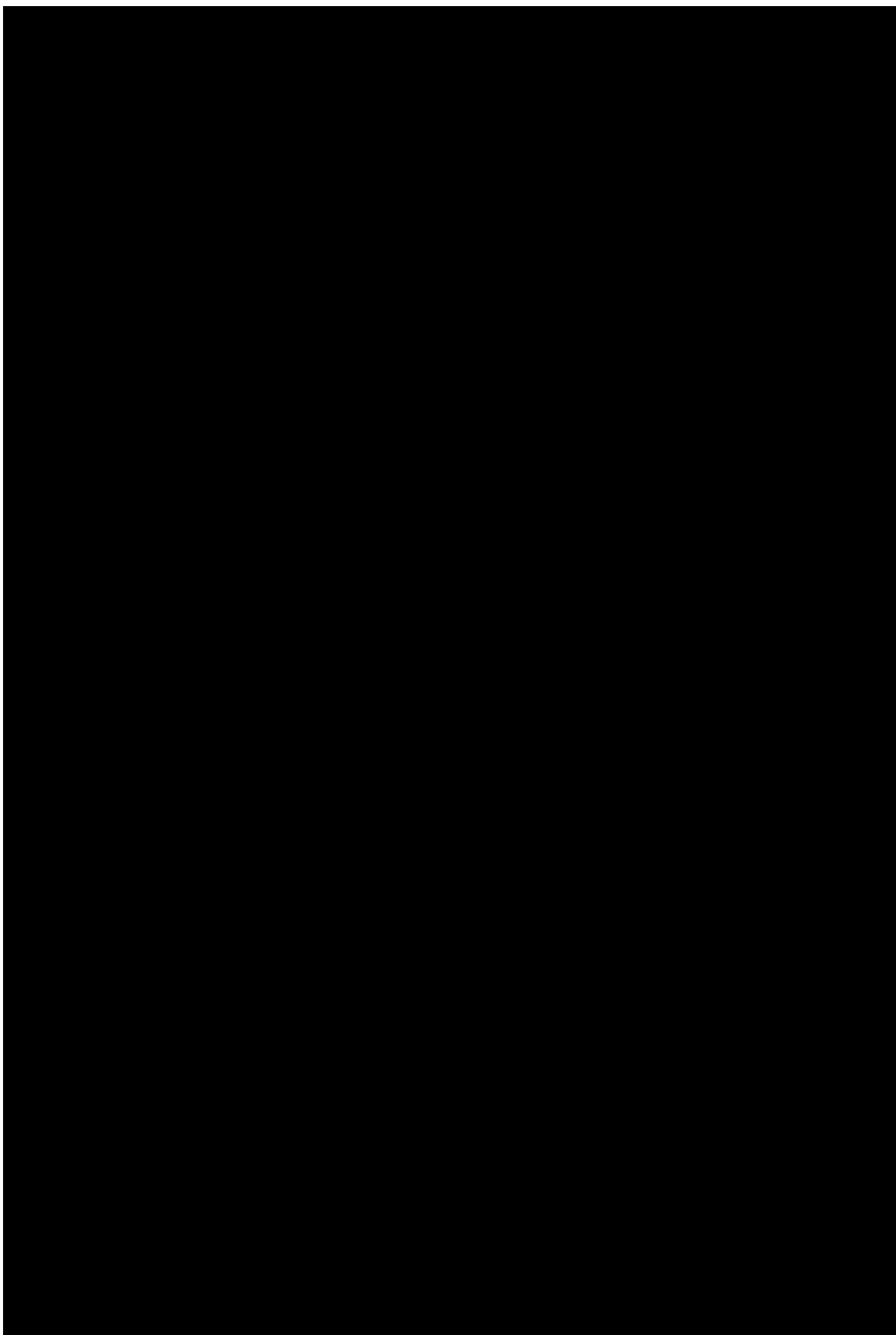


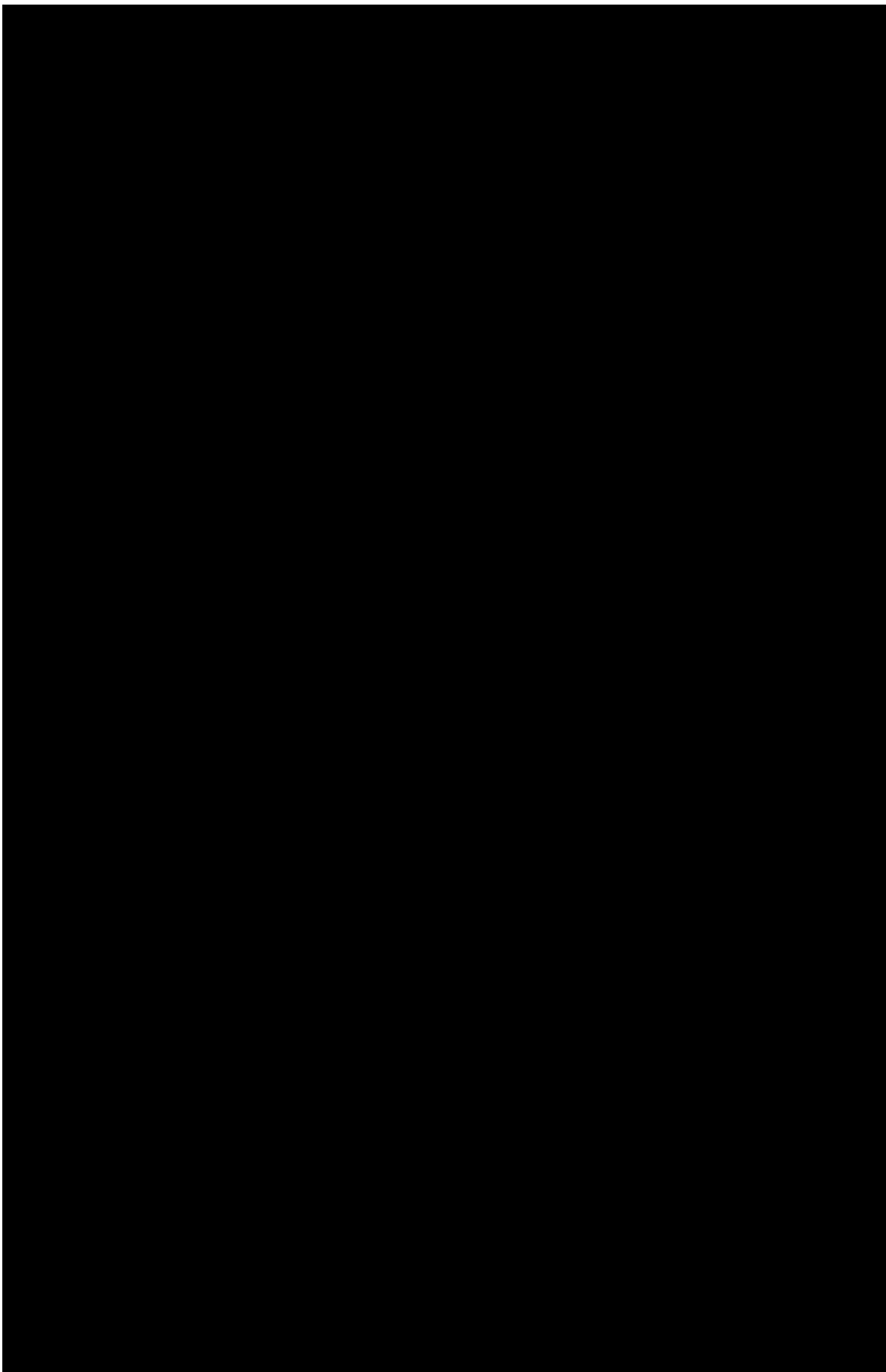


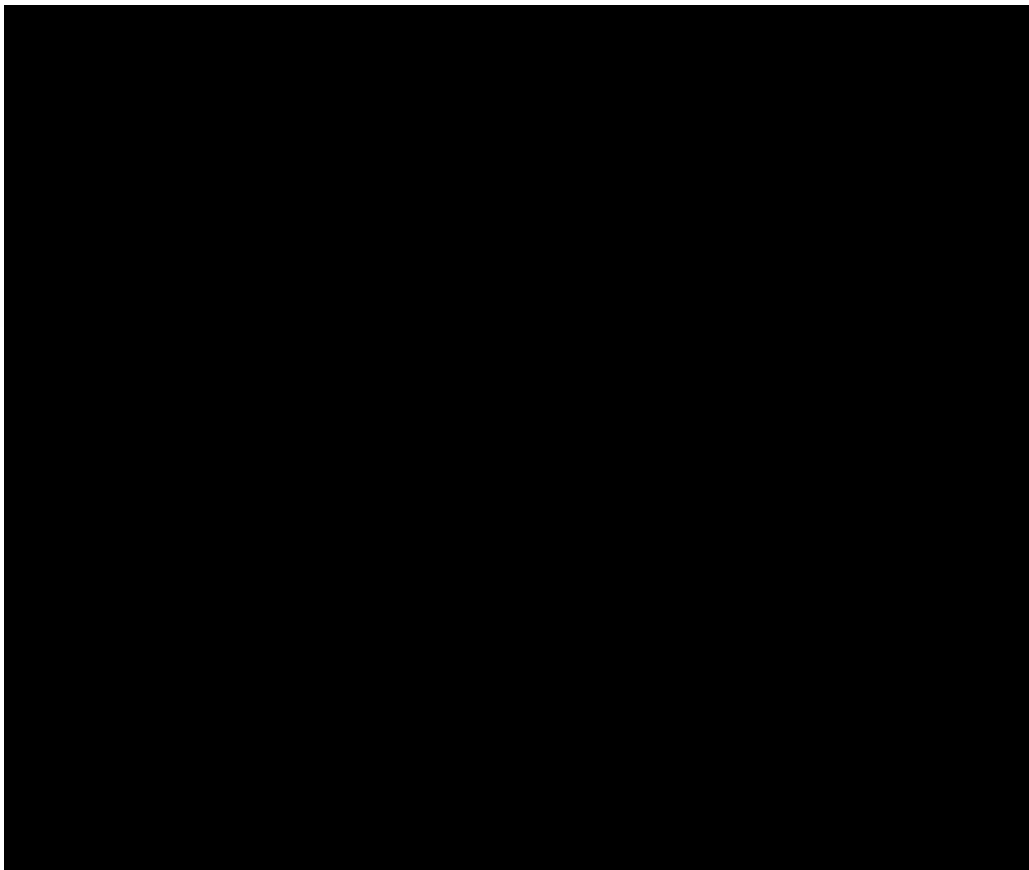


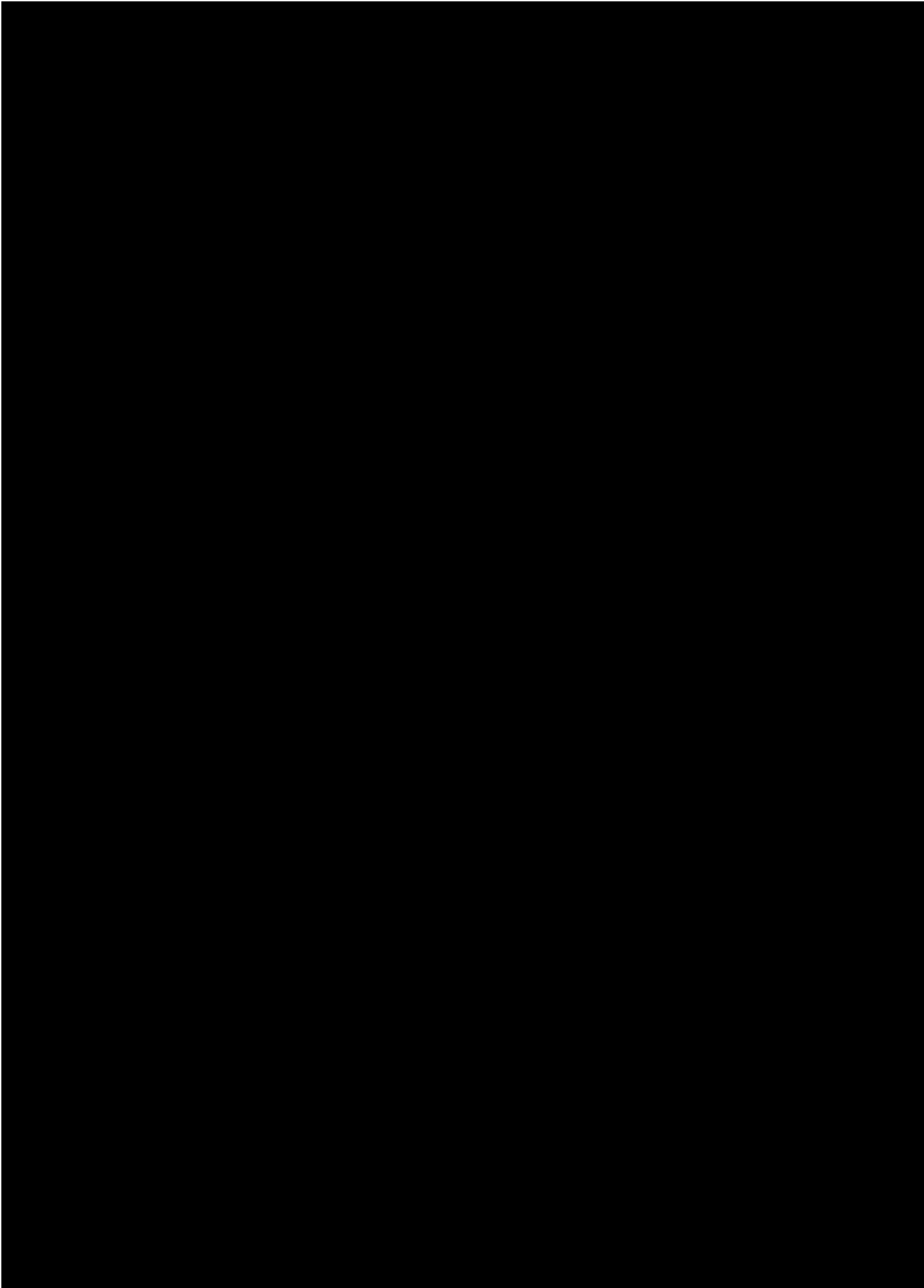


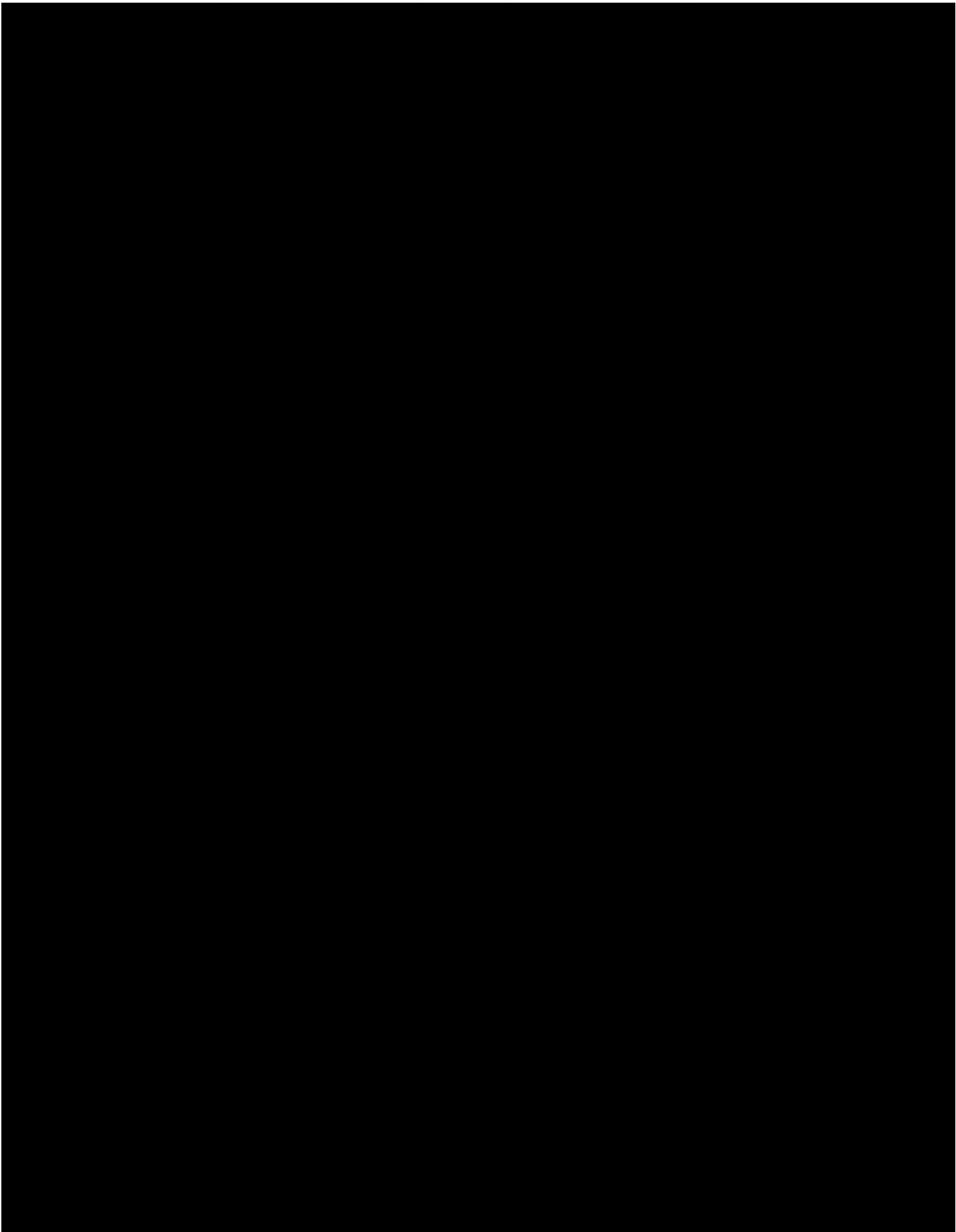


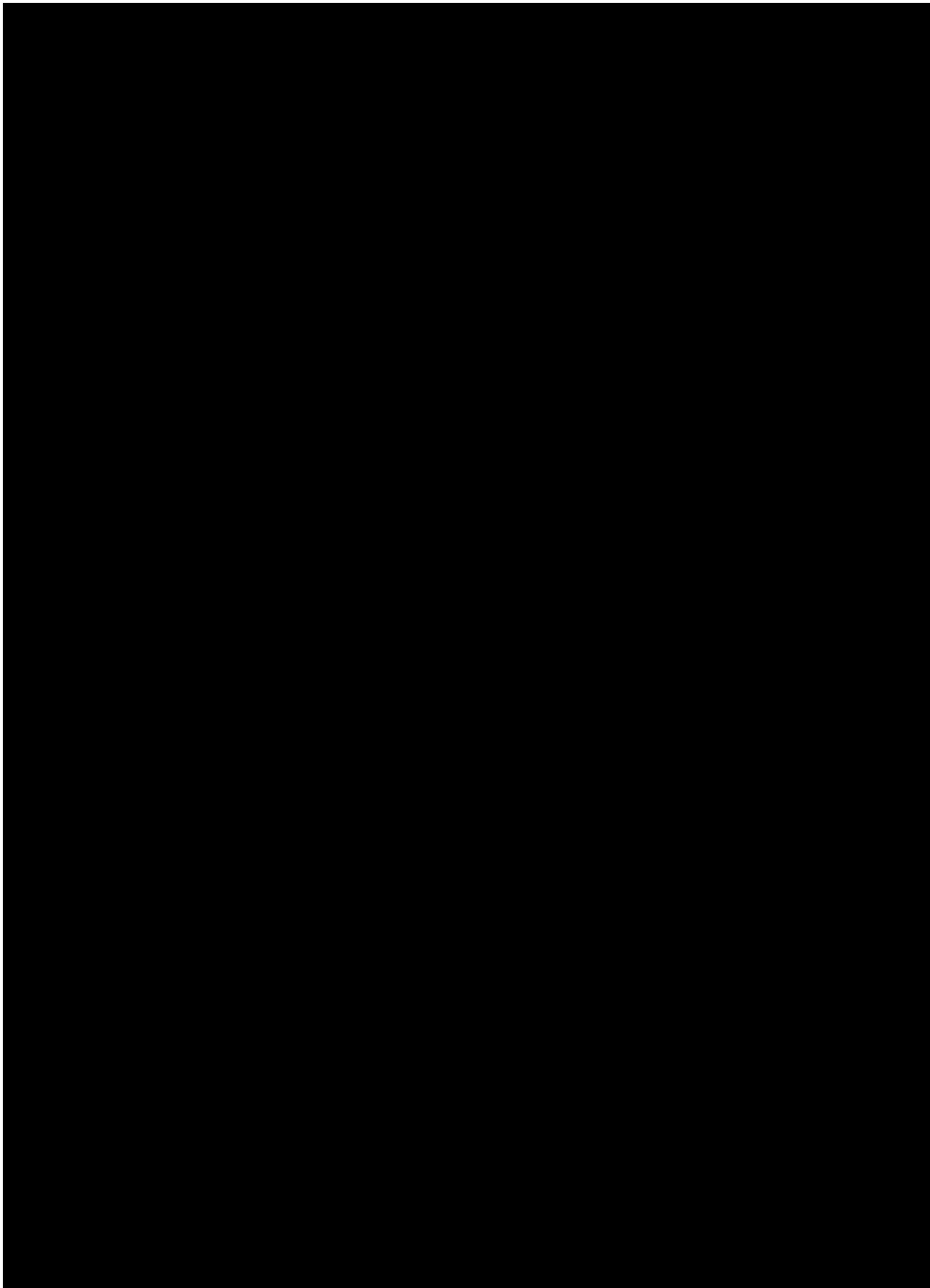


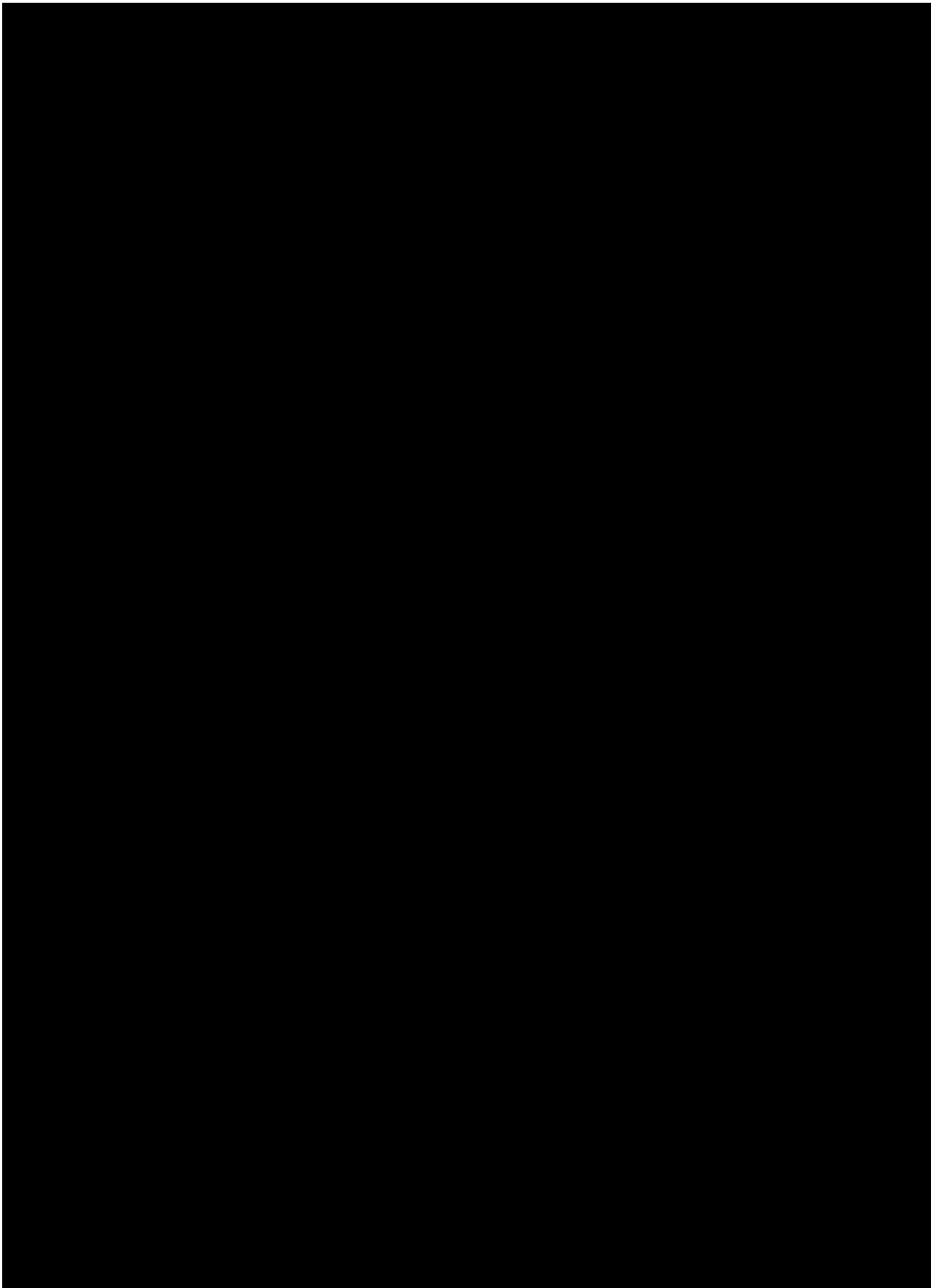


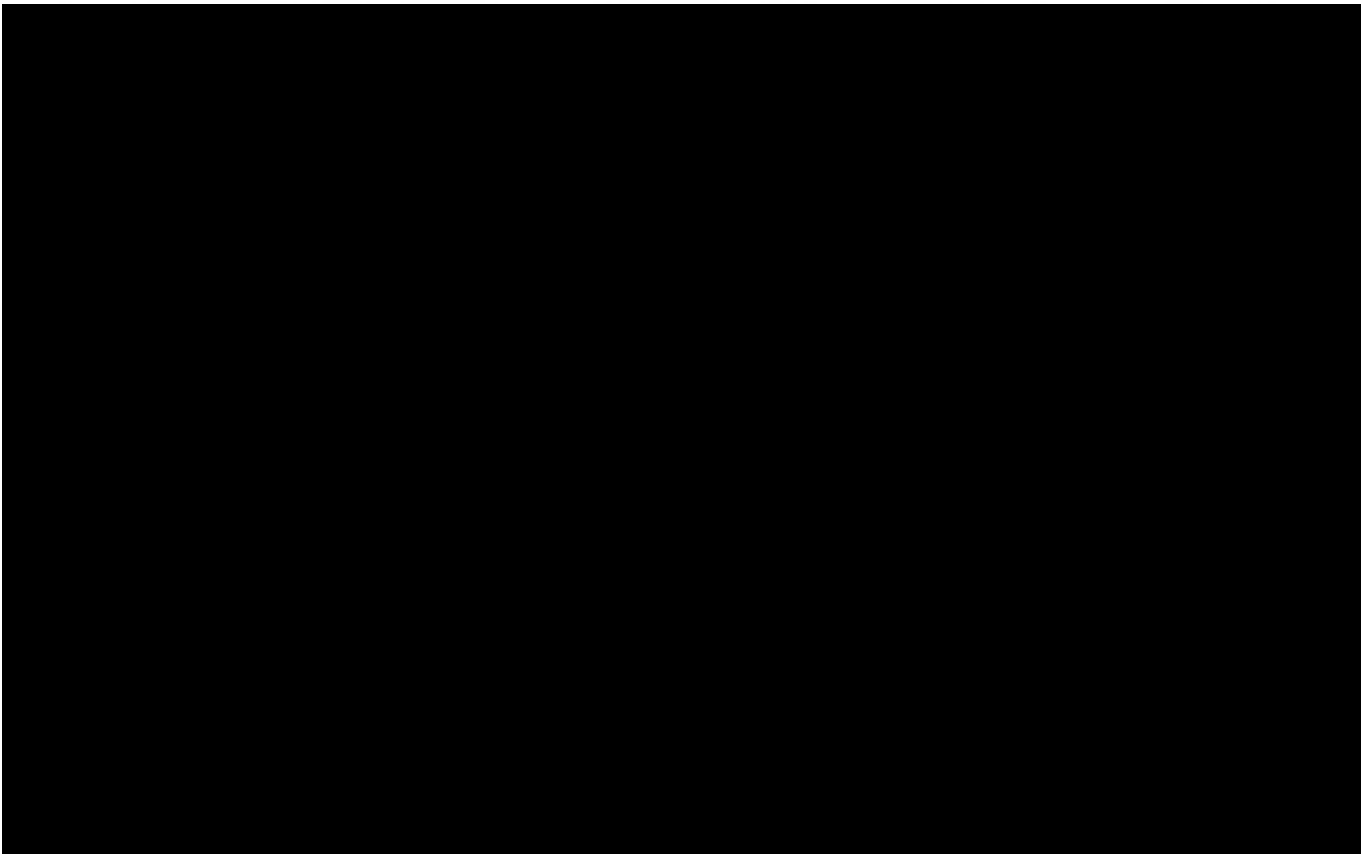


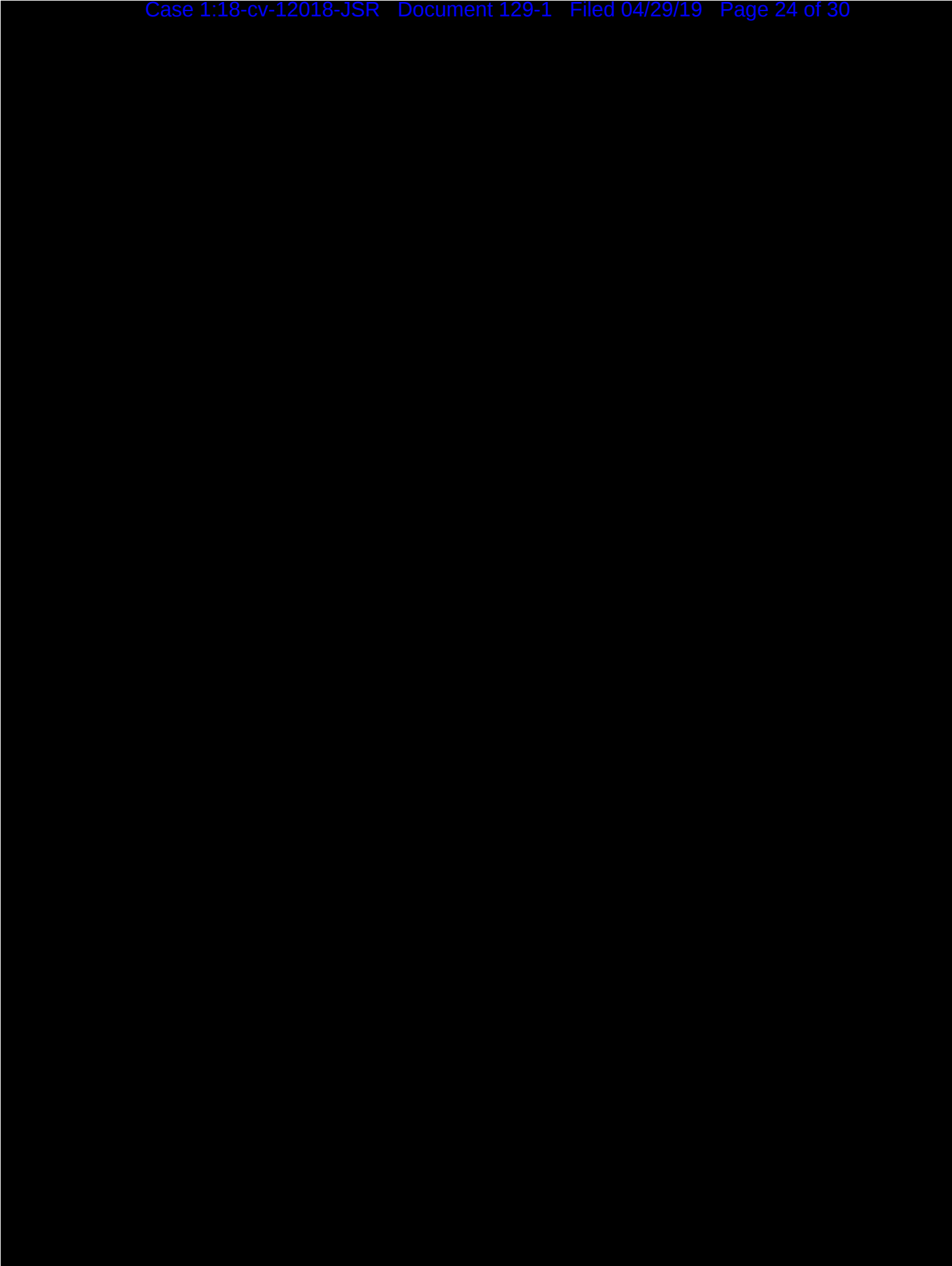


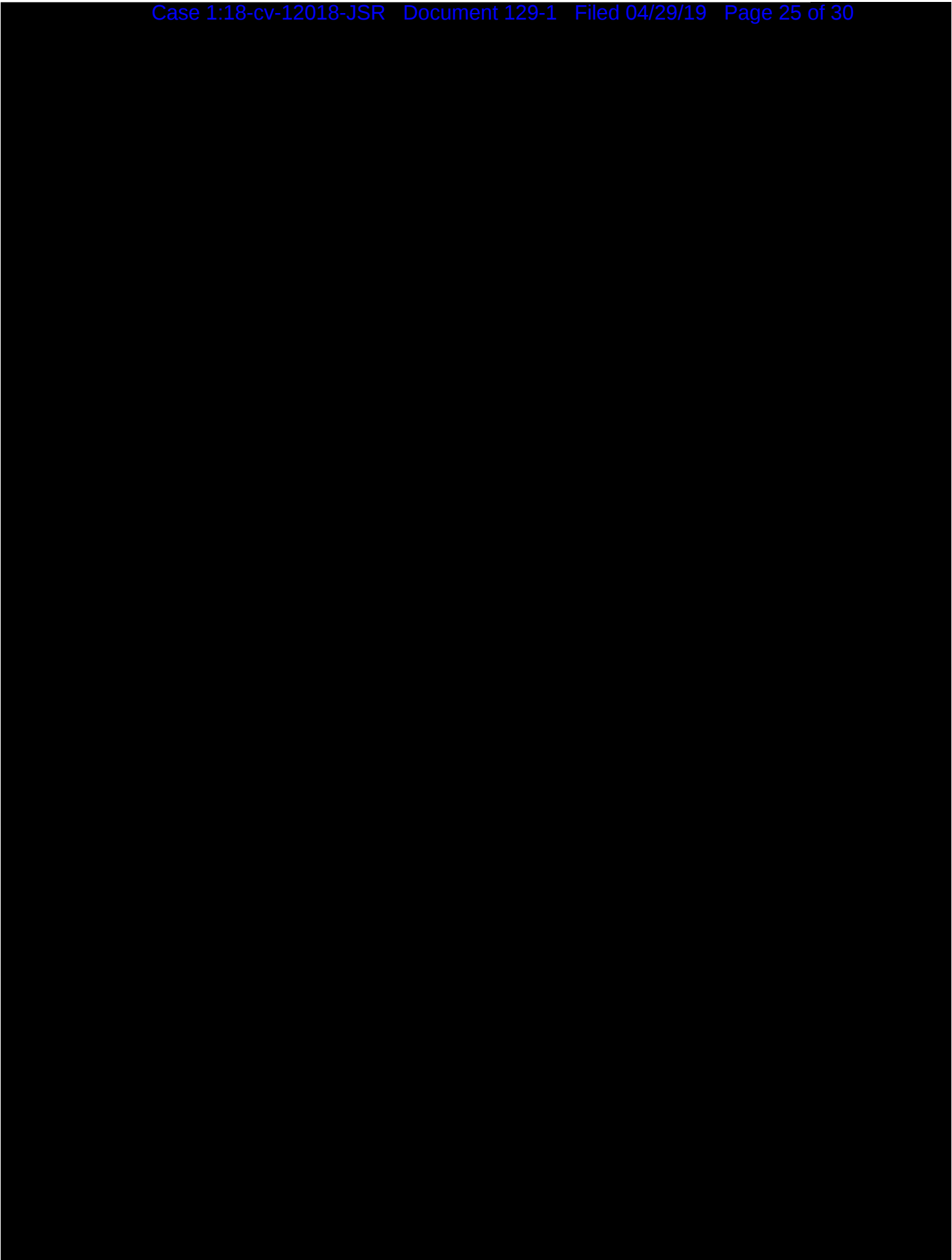


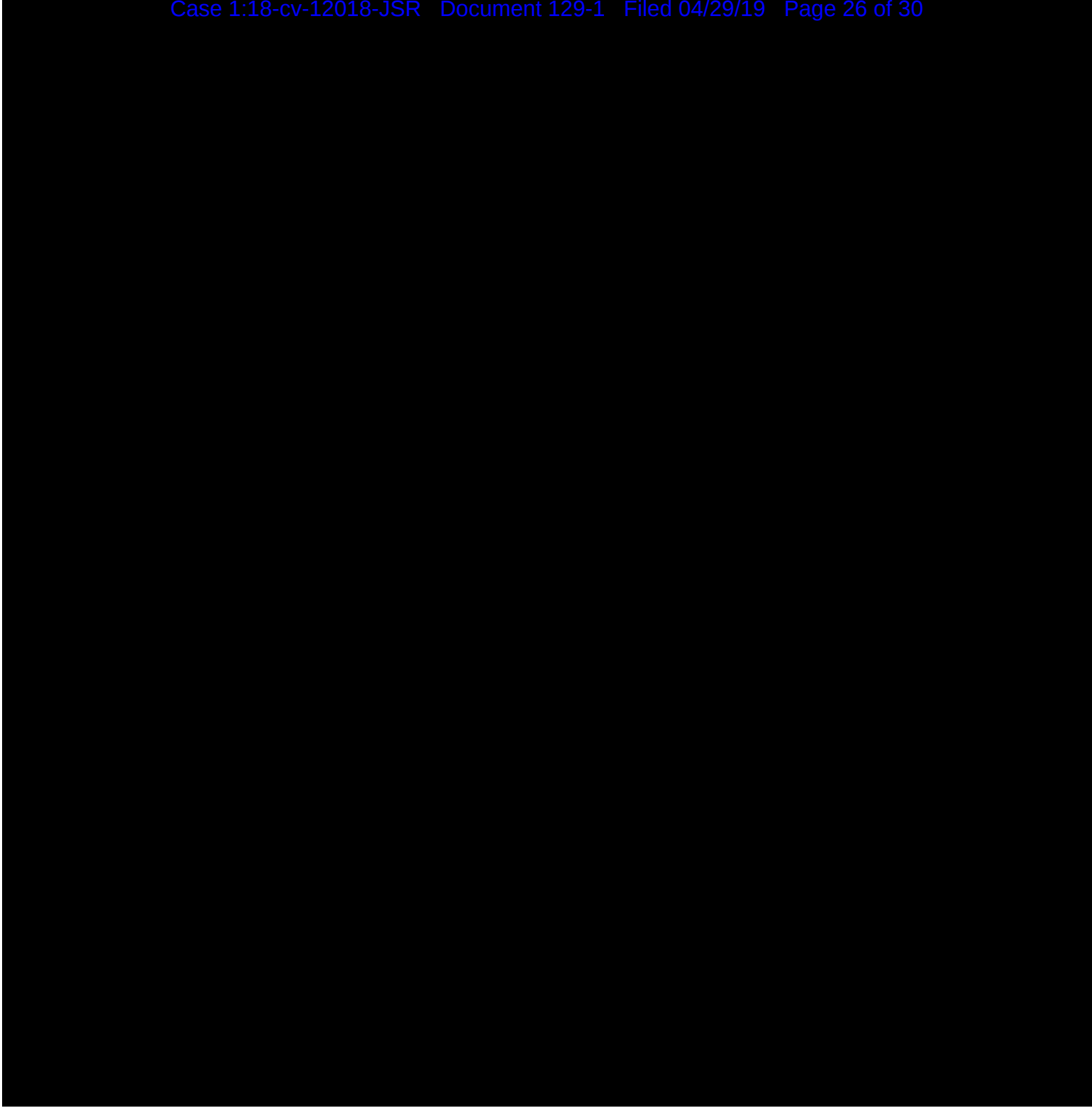


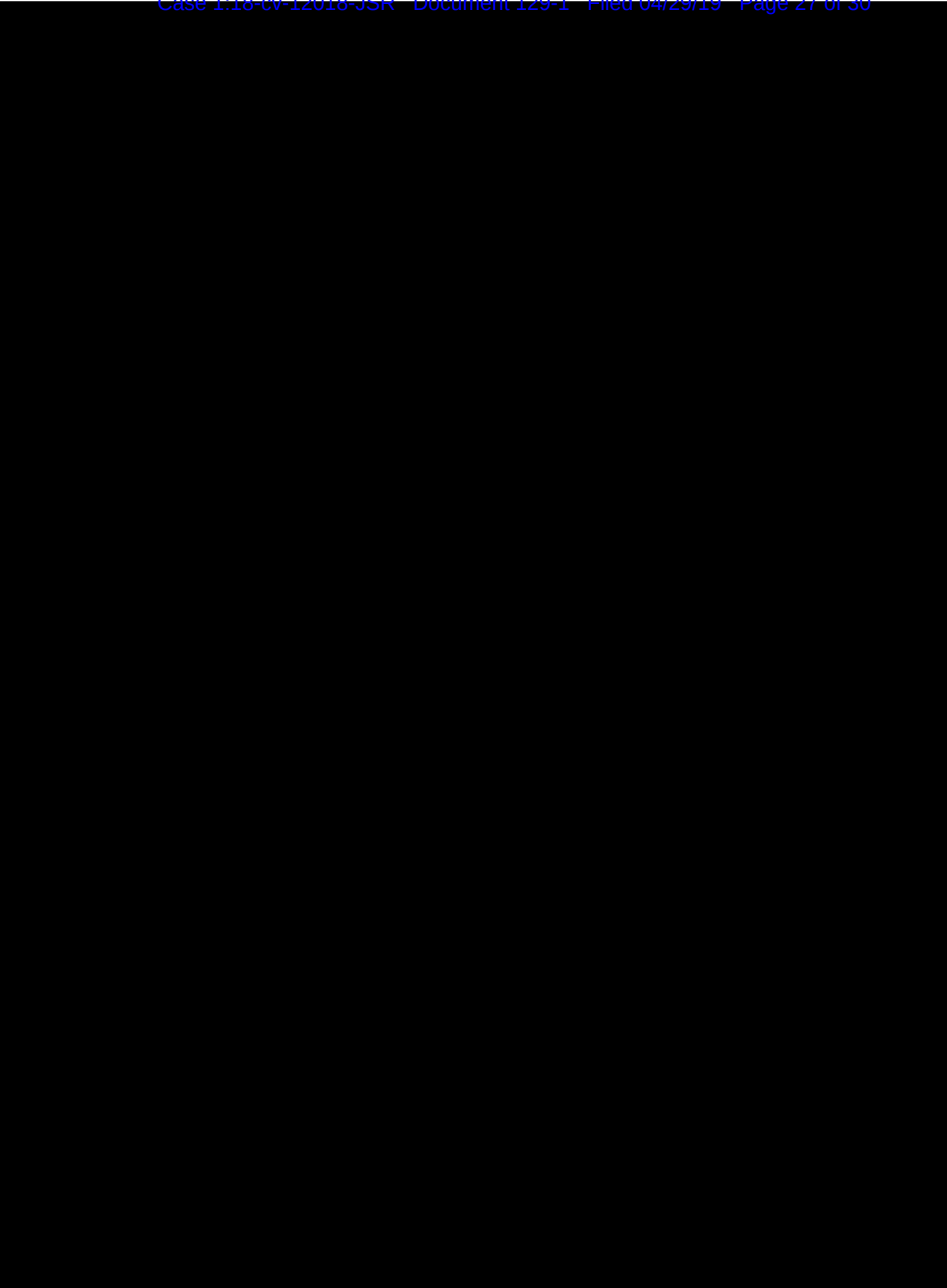






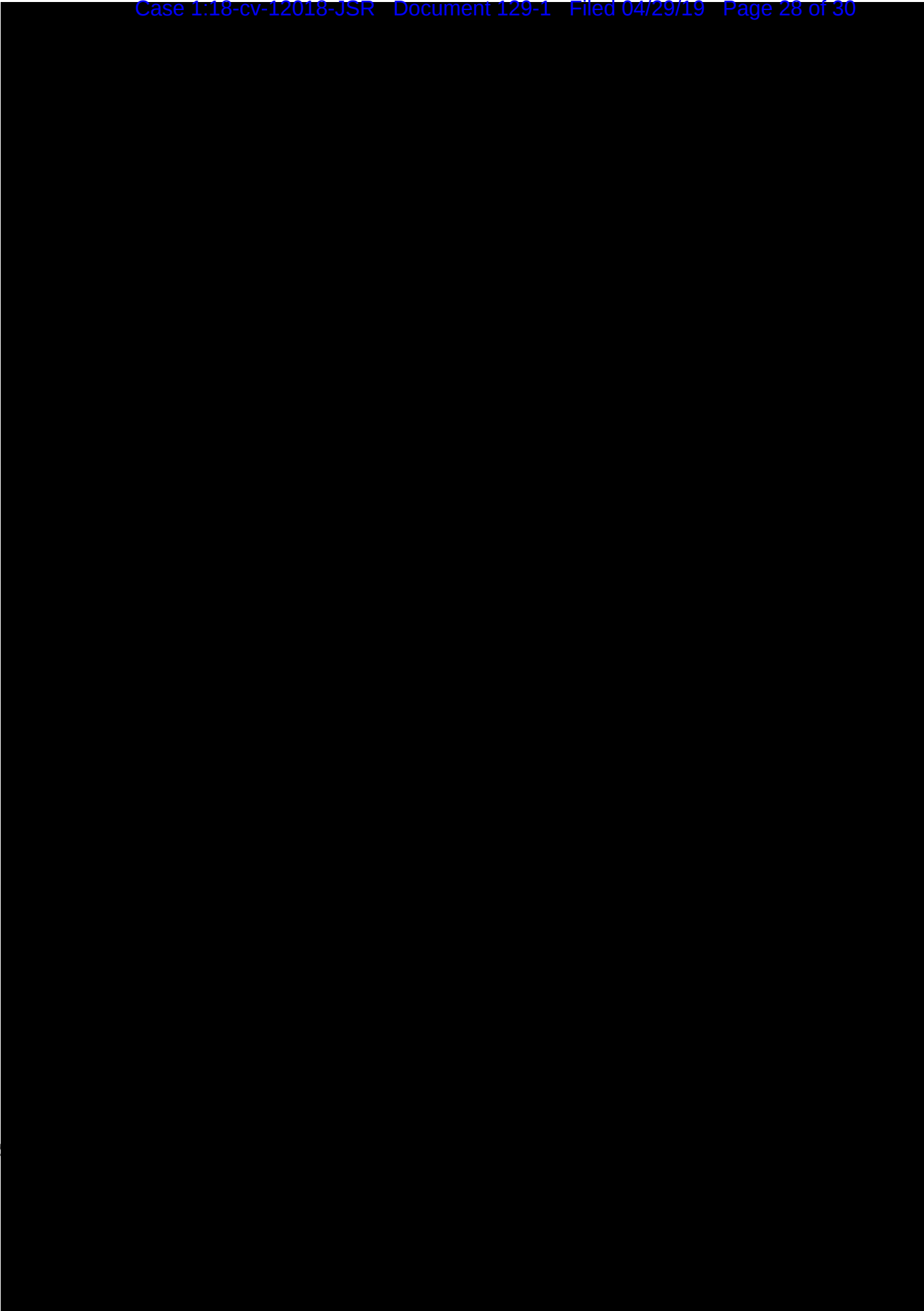


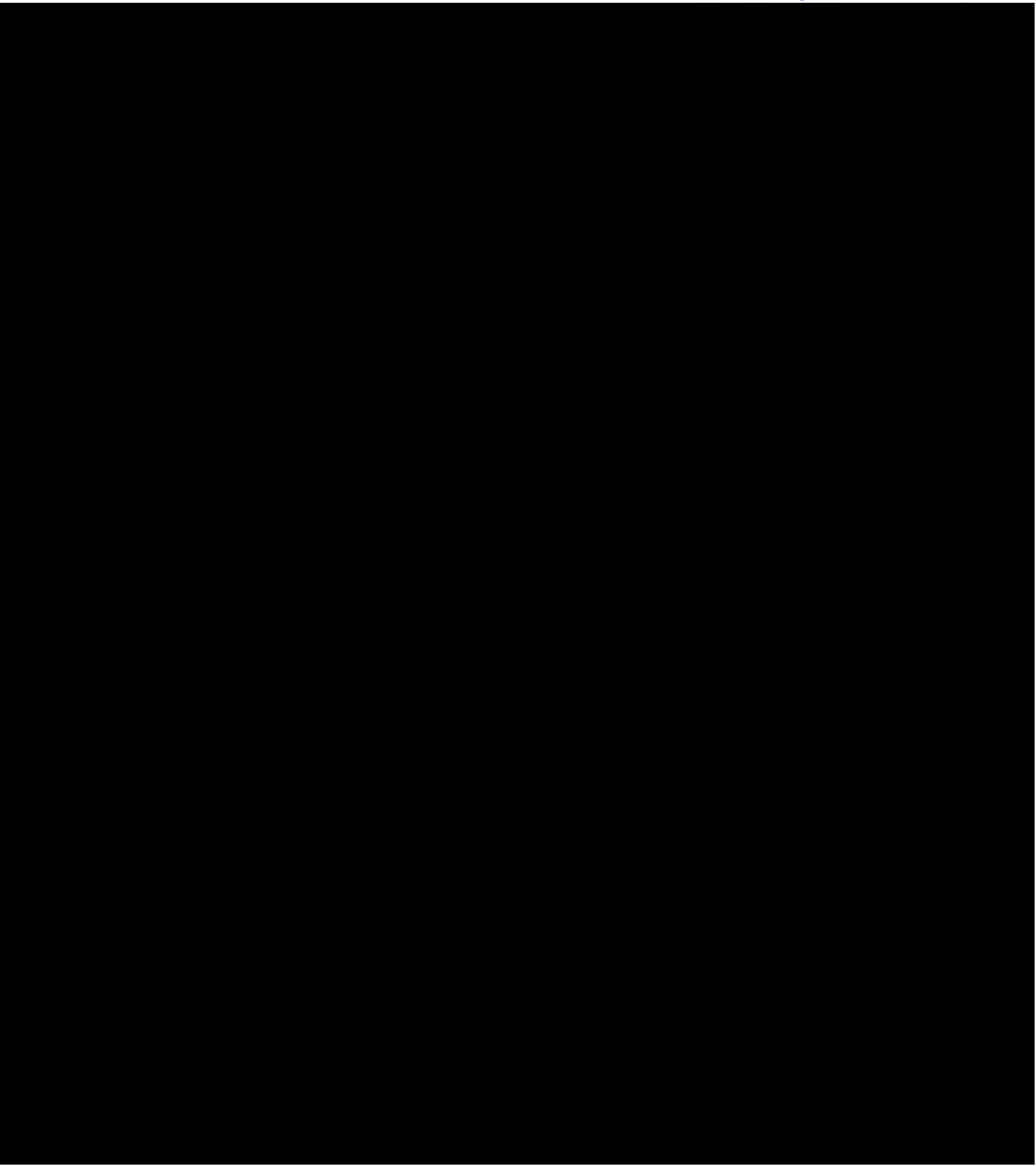




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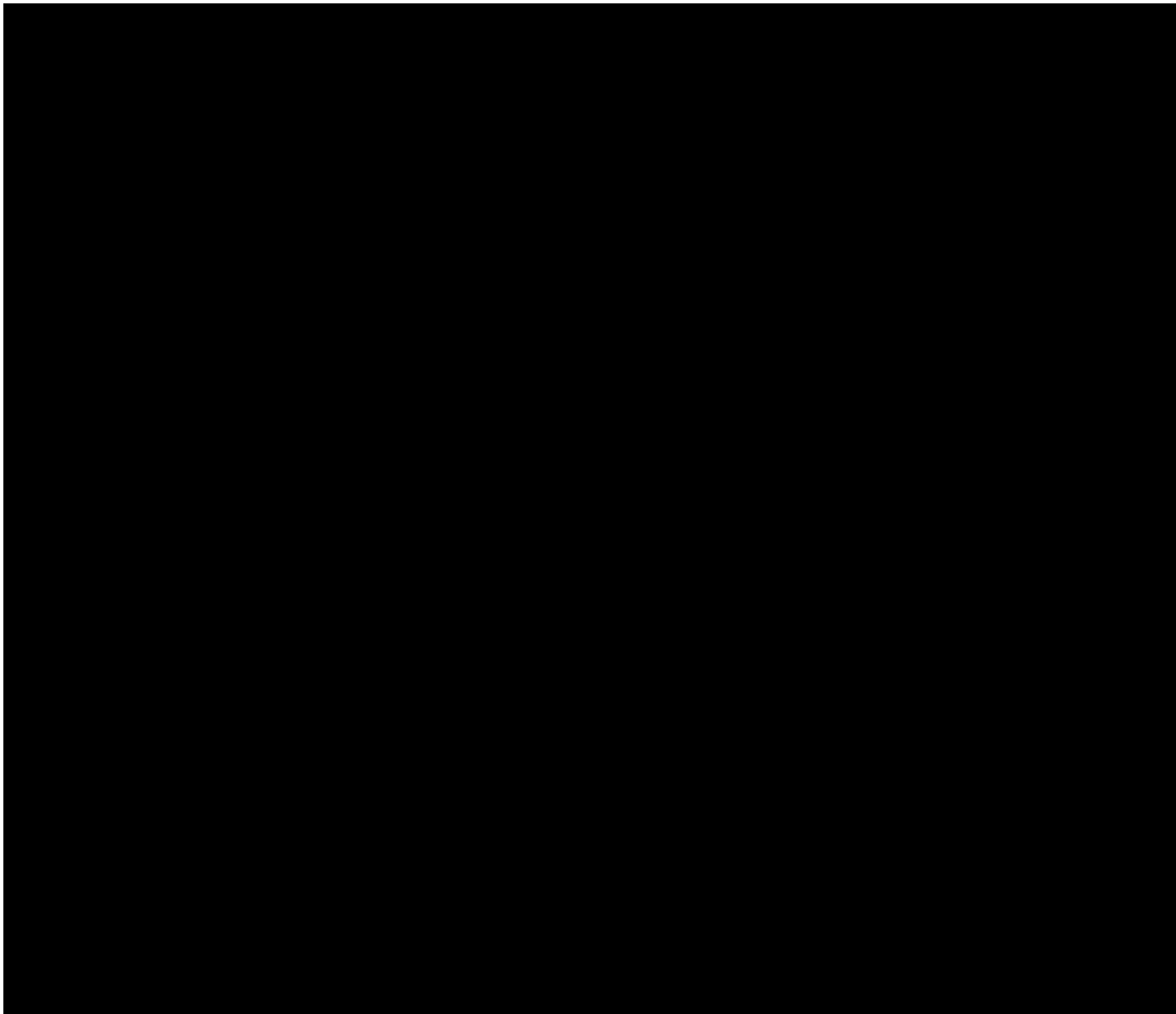


Exhibit 2

IN THE MATTER OF THE ARBITRATION BETWEEN

**BANKERS CONSECO LIFE INSURANCE
COMPANY and WASHINGTON NATIONAL
INSURANCE COMPANY,**

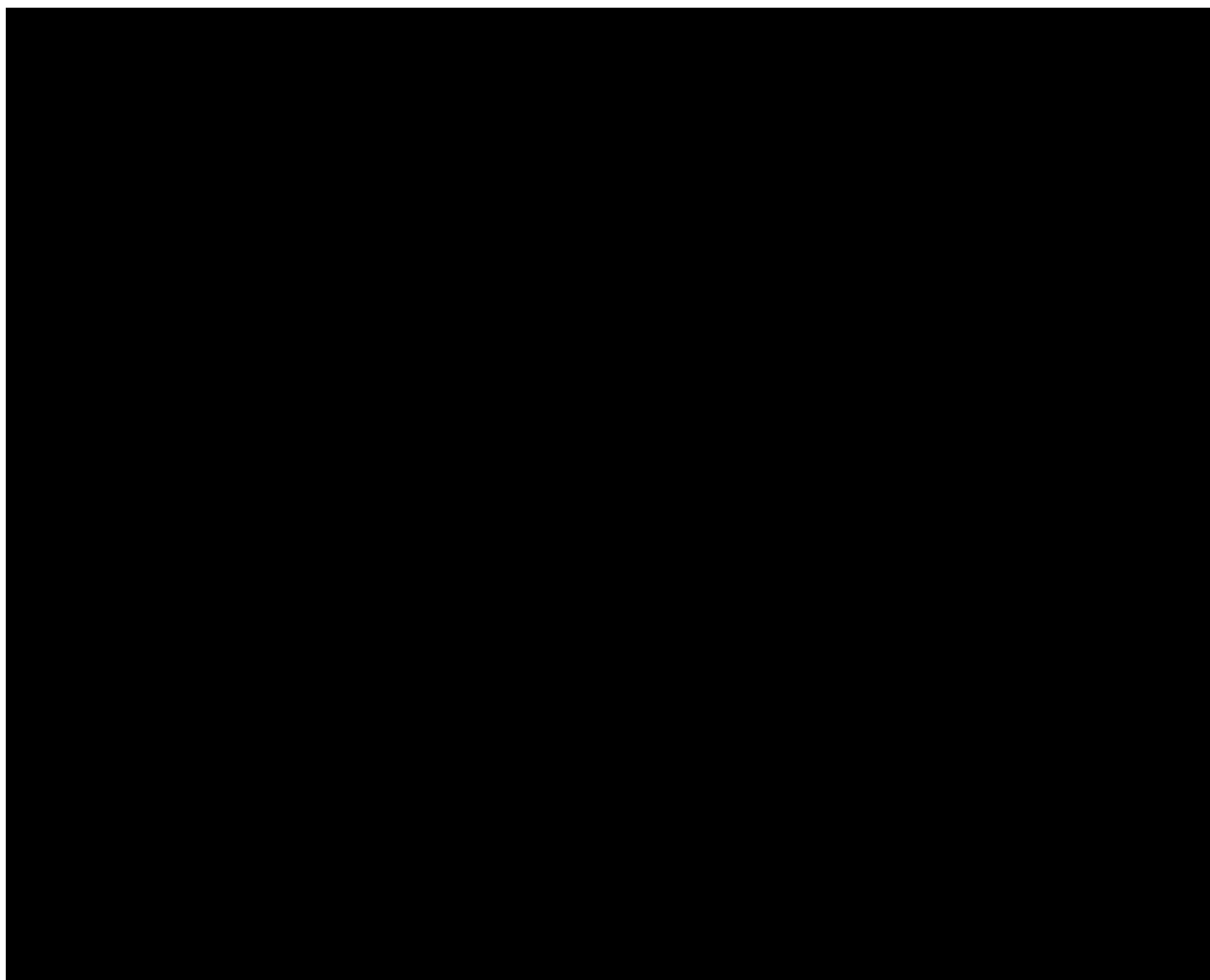
Claimants / Counterclaim Respondents,

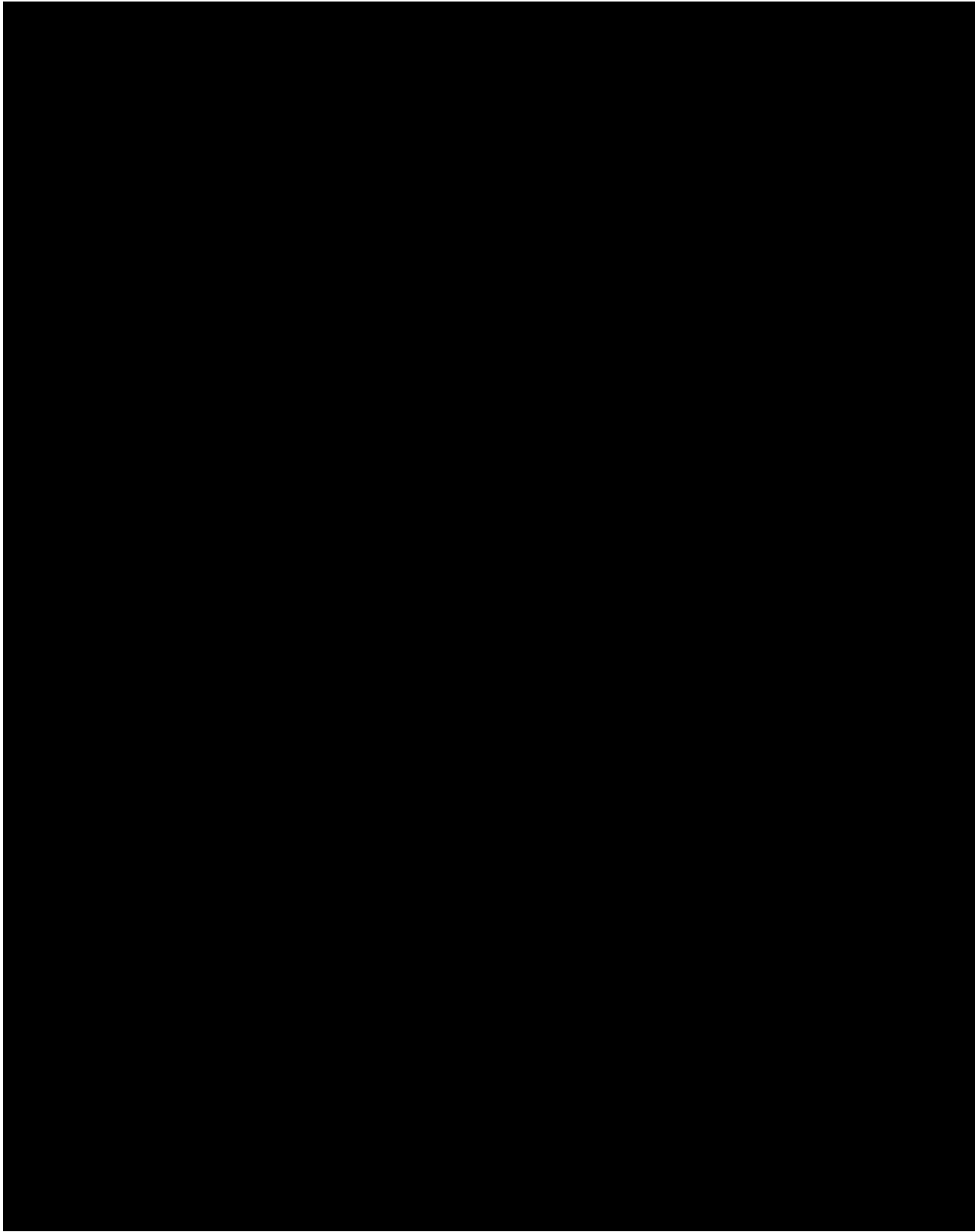
v.

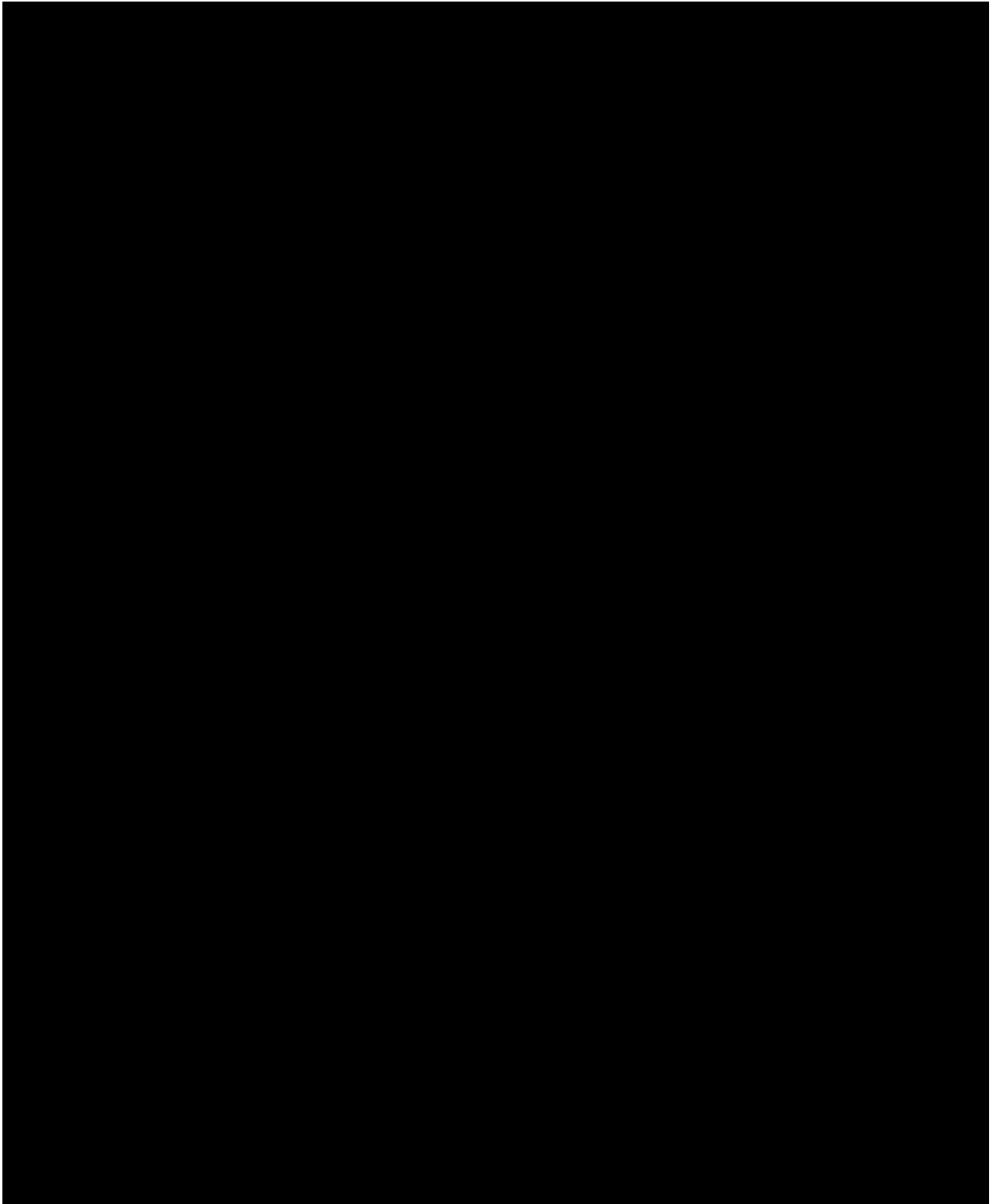
AAA Case No. 01-16-0004-2510

BEECHWOOD RE LIMITED,

Respondent / Counterclaimant.







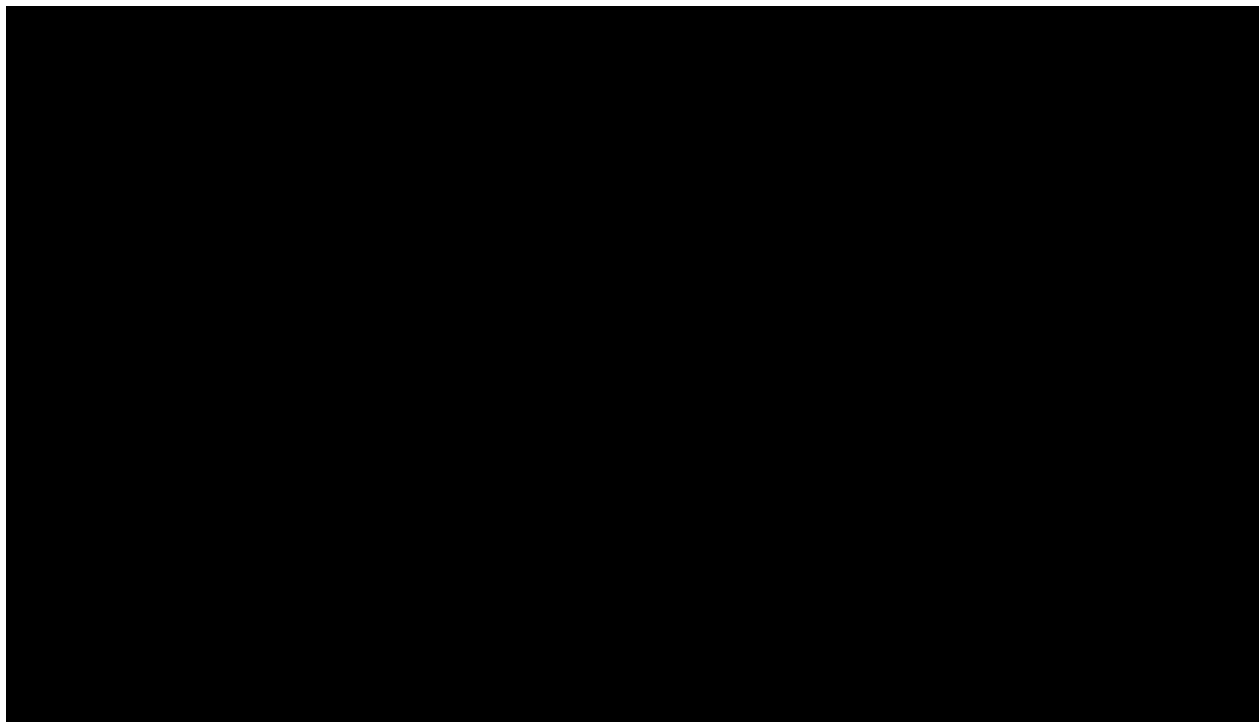


Exhibit 3

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

SENIOR HEALTH INSURANCE COMPANY
OF PENNSYLVANIA,

Plaintiffs,

v.

BEECHWOOD RE LTD., ET AL,

Defendants.

Case No. 1:18-cv-06658-JSR

**PLAINTIFF SENIOR HEALTH INSURANCE
COMPANY OF PENNSYLVANIA'S FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS TO DEFENDANT BEECHWOOD RE LTD.**

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, Plaintiff Senior Health Insurance Company of Pennsylvania ("SHIP") requests that Defendant Beechwood Re Ltd. produce and make available for inspection and copying by SHIP each of the following documents, things, and tangible items, or categories of documents, in its possession, custody, or control at the offices of DLA Piper LLP (US), 1251 Avenue of the Americas, New York, New York 10020 (Attn.: Aidan M. McCormack, Esq.), within thirty (30) days after the service of these requests (the "Requests").

INSTRUCTIONS

A. Each paragraph and subparagraph in a request shall be construed independently and not with reference to any other paragraph or subparagraph for the purpose of limitation.

B. These requests seek production of all documents described in each request, including all drafts, of whatever date, and all non-identical copies, unless all relevant and material

information may be conveyed by producing less than all documents, in which case the response should indicate what documents are not being produced.

C. These requests are continuing in nature and, to the extent that your responses may be enlarged, diminished, or otherwise modified by information acquired subsequent to the production of your initial responses, you are required promptly to produce supplemental responses reflecting such changes.

D. If you are unable to produce a requested document or can only produce a portion of a requested document, the requested document should be produced to the extent possible and as to any document or portion not being produced, state or describe: (i) the reason(s) you cannot produce the request document(s); (ii) a list of all documents or categories of documents that can only be partially produced or cannot be produced; and (iii) the earliest date that you can complete production of the requested documents.

E. The obligations regarding the assertion of claims of privilege set forth in Federal Rule of Civil Procedure 26(b)(5) and Local Rule 26.2 of the United States District Court for the Southern District of New York are incorporated by reference in these requests. As to any document withheld from production on any ground, state or describe: (i) the type of document; (ii) the general subject matter of the document; (iii) the date of the document; (iv) the document's author; (v) the document's recipient(s); and (vi) such other information as is sufficient to identify the document for a subpoena duces tecum.

F. The documents and information furnished in response to these requests shall comprise all responsive documents and information in your possession, custody, or control, unless all relevant and material information may be conveyed by producing less than all documents, in which case the response should indicate what documents are not being produced.

G. If any information or document(s) requested were at any time in your possession, custody, or control but are no longer, you should produce, simultaneous with your responses to these requests and your document production, a log stating: (i) the information or documents that were once in your possession, custody, or control; (ii) the applicable date(s) on which that was so; (iii) the date(s) on which such control or access was relinquished, or the date(s) when such information or documents were disposed of or destroyed; (iv) to whose possession, custody or control such information or documents passed; and (v) where such information or documents are currently located.

H. Pursuant to Rule 34(b) of the Federal Rules of Civil Procedure, documents should either be organized and labeled to correspond with the categories in this Document Request or produced as they are kept in the normal course of business.

I. SHIP specifically reserves the right to supplement these requests as appropriate.

DEFINITIONS

A. For purposes of responding to these requests, the Uniform Definitions in Discovery Requests set forth in Local Rule 26.3 of the United States District Court for the Southern District of New York are deemed incorporated into these Definitions as if fully set forth in the requests.

B. All phrases following the terms “including without limitation,” “including, but not limited to,” or “including” are intended to illustrate the kinds of matters that are responsive to the Request. Such examples are not intended to be exhaustive of the materials sought and shall not in any way be read to limit the scope of the Interrogatory.

C. “Action” shall refer to the above-referenced case entitled *Senior Health Insurance Company of Pennsylvania v. Beechwood Re, Ltd., et al.*, Civil Action No. 1:18-cv-06658 (JSR), in the United States District Court for the Southern District of New York.

D. “BAM IMA” shall refer to the Investment Management Agreement, dated as of January 15, 2015, between BAM and SHIP.

E. “BAM IMA Account” shall refer to account 111007 at Wilmington Trust Company.

F. “BBIL IMA” shall refer to the Investment Management Agreement, dated as of May 22, 2014, between BBIL and SHIP.

G. “BBIL IMA Account” shall refer to account 108539 at Wilmington Trust Company.

H. “Beechwood,” shall refer, collectively and individually, to Defendants Beechwood Bermuda International, Ltd. (“BBIL”), Beechwood Re, Ltd (“BRe”), B Asset Manager, LP (“BAM”), Beechwood Re Investors, LLC (“BRILLC”), and any and all of their respective affiliates, officers, directors, employees, agents, or representatives.

I. “Beechwood Entity” means any entity related to Beechwood, including, but not limited to, any parents, subsidiaries, or affiliates.

J. “Beechwood IMA Asset” shall refer to any asset or other interest purchased or acquired for the account or beneficial interest of SHIP or otherwise in connection with the IMAs.

K. “Beechwood Investment Advisors” shall refer, collectively and individually, to BBIL, BAM and BRe.

L. “BRe IMA” shall refer to the Investment Management Agreement, dated as of June 13, 2014, between BRe and SHIP.

M. “BRe IMA Account” shall refer to account 108811 at Wilmington Trust Company.

N. “Complaint” shall refer to the Complaint, dated July 24, 2018, filed in this Action, and any allegations made therein.

O. “Defendants” shall refer to Beechwood Re Ltd., Beechwood Bermuda International, Ltd., Beechwood Re Investments LLC, and B Asset Manager, LP (together, “Beechwood”), Moshe M. Feuer (“Feuer”), David I. Levy (“Levy”), Scott A. Taylor (“Taylor”), Illumin Capital Management, LP (“Illumin”), and Dhruv Narain (“Narain”).

P. “Documents” shall refer to any written, printed, tangible, or otherwise electronically stored or available materials, including, but not limited to, writings, communications, correspondences, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations that are stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form. The term “Documents” includes “Communications” as that term is defined in Local Rule 26.3 to the extent any “Communications” take on a tangible form of any kind.

Q. “Eli Global Asset” shall refer to any asset or other interest purchased or acquired for the account or beneficial interest of SHIP or otherwise from Eli Global.

R. “IMA” shall refer to any Investment Management Agreement executed between SHIP and any Beechwood Entity, together with any amendments, exhibits, or appendices, including the BAM IMA Account, the BBIL IMA Account, and the BRe IMA Account.

S. “IMA Accounts” shall refer to the BAM IMA Account, the BBIL IMA Account, and the BRe IMA Account.

T. “Person” shall refer to any individual or entity, including, but not limited to, a corporation, limited liability company, partnership, or limited partnership.

U. “Platinum Partners” shall refer to Platinum Partners, L.P., and any of its affiliates, including, but not limited to, Platinum Credit Management, L.P., Platinum Partners Credit Opportunities Master Fund L.P., Platinum Partners Credit Opportunities Fund (TE) LLC, Platinum

Partners Credit Opportunities Fund LLC, Platinum Partners Credit Opportunity Fund (BL) LLC, Platinum Partners Credit Opportunities Fund International Ltd., Platinum Partners Credit Opportunities Fund International (A) Ltd., Platinum Partners Credit Management LLC, Platinum Credit Holdings LLC, Platinum Liquid Opportunity Management (NY) LLC, Platinum Partners Liquid Opportunity Fund (USA) L.P., Platinum Liquid Opportunity GP LLC, Platinum Partners Liquid Opportunity Fund (International) Ltd., Platinum Partners Liquid Opportunity Master fund L.P., Platinum Partners Value Arbitrage Fund, and Platinum Management (NY) LLC.

V. “Relating to” is intended to be inclusive and expansive and mean referring to, regarding, relating to, embodying, pertaining to, constituting, concerning, comprising, reflecting, identifying, discussing, evidencing, or having any logical or factual connection whatsoever with the subject matter in question.

W. “Relevant Period” means the period from January 1, 2013 through the present.

X. “ULICO” shall refer to ULICO Casualty Company, BBIL-ULICO 2014, and any affiliated or related individual or entity.

Y. “You” or “Your” shall refer to the Person to whom this Request for Production of Documents is addressed, and any agents, representatives, attorneys, accountants, investigators, consultants, and any other person or entity acting on their behalf.

REQUESTS FOR DOCUMENTS

1. Documents relating to the organizational structure of Beechwood and its parents, subsidiaries, and affiliates, including, but not limited to, Documents sufficient to identify each parent, subsidiary, and affiliate and, for each entity identified, Documents sufficient to show the ownership of the entity, all changes in ownership of the entity during the Relevant Period, the capitalization of the entity, and the identity of any and all principals, officers, and executives.

2. All Documents relating to any presentation prepared, given, or delivered by Beechwood or any Defendant (whether orally or in writing) to SHIP or any Person acting for SHIP, during the Relevant Period, regarding the qualifications, experience, and ability of Beechwood to act as an investment manager for SHIP, including, but not limited to, all Documents relied on or used to support the April 2014 presentation delivered by Beechwood to SHIP.

3. All Documents relating to the qualifications, experience, and ability of Beechwood to act as an investment manager for SHIP, whether shared with SHIP or not.

4. All Documents relating to any assets under the management of each Beechwood Investment Advisor during the Relevant Period, including, but not limited to, copies of all investment management agreements or other agreement giving a Beechwood Investment Advisor discretionary investment authority over the funds of any Person other than SHIP.

5. All Documents relating to the financial condition of any Beechwood Entity during the Relevant Period, including, but not limited to, balance sheets, tax returns, financial statements, and loan applications.

6. Documents relating to the preparation, negotiation, or possible amendment of any of the IMAs, including, but not limited to, any Documents relating to the conversion of any IMA into a loan.

7. Documents relating to any communications between Beechwood and Platinum Partners with respect to any of the IMAs, including, but not limited to, the negotiation of any IMA, the terms of any IMA, the execution of any IMA, the funding of any IMA Account, performance under any IMA, the investment of any funds deposited by SHIP into an IMA Account, and any Beechwood IMA Assets.

8. Documents relating to (i) the awareness of the Beechwood Investment Advisors of SHIP's investment guidelines or any insurance laws or regulations to which SHIP's investments were subject and (ii) all efforts to ensure compliance with such guidelines, laws, or regulations.

9. Documents relating to the origination and acquisition of each Beechwood IMA Asset, including the investment decision process, the ultimate purchase decision, and all communications between Beechwood and any Person related to the acquisition of the Beechwood IMA Asset on SHIP's behalf.

10. Documents relating to Beechwood's due diligence, consideration, or evaluation of each Beechwood IMA Asset, including, but not limited to, any consideration or evaluation of the compliance or non-compliance of any Beechwood IMA Asset with SHIP's investment guidelines and any insurance laws or regulations to which SHIP's investments were subject and the appropriateness or suitability of that Beechwood IMA Asset for SHIP.

11. Documents relating to internal credit analysis or credit evaluations or determinations by Beechwood, Platinum Partners, any Defendant, or any affiliated or related Person with respect to any Beechwood IMA Asset.

12. Documents relating to each Beechwood IMA Asset, including all transaction records, trade tickets, valuation materials, and agreements to act as an agent.

13. For each Beechwood IMA Asset, all Documents that identify each Person, other than SHIP, that held any interest in that same Beechwood IMA Asset at any time, including Documents relating to any role that Beechwood, Platinum Partners, or any Defendant played in the transfer of such interest to or from such Person.

14. All Documents relating to any services performed by Beechwood pursuant to or in connection with the IMAs.

15. Documents sufficient to show and calculate any and all performance fees, management fees, agenting fees, or other fees or forms of remuneration, and any costs, expenses, or other amounts claimed by, paid to, or received by Beechwood, Platinum Partners, any Defendant, or any affiliated or related Person in connection with the IMAs, any Beechwood IMA Asset or any of SHIP's assets, and sufficient to identify the source of all such payments.

16. Documents sufficient to show and calculate any and all performance fees and incremental performance fees claimed by, paid out of, or withdrawn from, any IMA Accounts.

17. All Documents relating to origination fees, commitment fees, upfront fees, incentive fees, amendment fees, supplemental interest payments, equity kickers, expenses, and other amounts; claimed by, paid to, or received by Beechwood, Platinum Partners, any Defendant, or any related or affiliated Person in connection with any Beechwood IMA Asset.

18. Documents produced in response to any subpoena or other request for information or documents made in connection with any inquiry, investigation, examination, action, or audit by any government agency, regulator, or entity, including, but not limited to, (a) the United States Securities and Exchange Commission, (b) the United States Department of Justice, (c) the New York State Department of Financial Services, (d) the Pennsylvania Department of Insurance, (e) the Indiana Department of Insurance, (f) the Cayman Islands Monetary Authority, or (g) the Bermuda Monetary Authority, relating to SHIP, the IMAs, any asset or investment placed or managed by Beechwood using SHIP's assets, or Platinum Partners, together with a copy of the subpoena or other request for information and any related Communications.

19. All Documents between or among You and any of the following entities, including any of their respective officers, directors, managers, employees, or agents, relating to any Beechwood IMA Asset or services performed under the IMAs during the Relevant Period:

- A. Platinum Partners;
- B. Duff & Phelps Corporation or Duff & Phelps, LLC;
- C. Egan-Jones Rating Company;
- D. Wilmington Trust, National Association;
- E. Lincoln Partners Advisors LLC or Lincoln International LLC;
- F. KPMG LLP;
- G. Washington National Life Insurance Company (“WNIC”);
- H. Bankers Consec Life Insurance Company (“BCLIC”);
- I. 40|86 Advisors, Inc.; and
- J. Eli Global, Global Bankers Life, or any related Person (collectively, “Eli Global”).

20. Documents produced by any Defendant in any litigation or arbitration arising out of or relating to Beechwood’s management of assets or investment services, including, but not limited to, Documents produced in: (i) arbitration among BCLIC and WNIC and Beechwood Re Ltd. and (ii) Bankruptcy or Adversary Proceeding relating to Black Elk Energy Offshore Operations, LLC.

21. Documents between any Defendant and any insurance company regarding coverage or defense costs claimed by that Defendant under any policy of insurance issued by that insurance company with respect to this Action, including all demand letters, reservation of rights letters, complaints, or other documents related to any coverage litigation.

22. For each Beechwood IMA Asset, Documents relating to the allocation and priority of interests among all of the investors (including SHIP) that Beechwood caused to acquire an interest in that same Beechwood IMA Asset, including the basis for such allocation and priority.

23. With respect to each Beechwood IMA Asset, all corporate and organizational documents relating to the entity into which the investment was made, including, but not limited to, Documents sufficient to identify:

- A. The history of investments made by any Defendant in that entity or investment;
- B. The identity of any and all principals, shareholders, officers, or directors of the entity; and
- C. Any parent, subsidiary, or affiliates of the entity.

24. For each Beechwood IMA Asset, Documents relating to any prior business dealings or Communications between the subject of the investment (i.e., the borrower or the entity in which equity was acquired) and Beechwood, Platinum Partners, or any Defendant.

25. All Documents relating to any deposit or withdrawal from the BBIL IMA Account, the BRe IMA Account, or the BAM IMA Account.

26. All Documents relating to the basis of any valuation of any Beechwood IMA Asset that was provided to Wilmington Trust or any other Person.

27. All Documents relating to Egan Jones's rating of, and the methodology of rating, any Beechwood IMA Asset, including, but not limited to, any reports prepared by Egan Jones and all Communications between any Defendant and Egan Jones.

28. All Documents relating to Duff & Phelps' valuation of any Beechwood IMA Asset, including, but not limited to, any reports prepared by Duff & Phelps and all Communications between any Defendant and Duff & Phelps.

29. All Documents relating to the June 23, 2017 Estimation of a Fair Value Range for Certain Debt prepared by Duff & Phelps and Equity Investments as of March 31, 2017 prepared

by Duff & Phelps for Illumin, including, but not limited to, any Communications between any Defendant and Duff and Phelps.

30. All Documents relating to the sale, transfer, deposit, pledge, or conveyance of any cash, securities, assets, or other interests by any Defendant or related Person to or from Eli Global, including, but not limited to, all documents relating to the distribution, allocation, or payment of proceeds of any such transactions.

31. All Documents relating to the valuation of each Eli Global Asset.

32. All Documents relating to the relationship or transactions between ULICO and Beechwood, including, but not limited to, copies of the reinsurance agreement, and copies of documentation and other information regarding the sale, transfer, deposit, pledge, or conveyance of any cash, securities, assets, or other interests among Beechwood, any Defendant, and ULICO.

33. All Documents relating to the relationship or transactions between ULICO and Eli Global, including, but not limited to, copies of the reinsurance agreement, and copies of documentation and other information regarding the sale, transfer, deposit, pledge, or conveyance of any cash, securities, assets, or other interests among Eli Global and ULICO or the relationship between Eli Global and ULICO.

34. All Documents relating to any transactions in which an investment or an interest, including, but not limited to, any participation interest, in a Beechwood IMA Asset was purchased or otherwise acquired from Beechwood or from a Person for whom Beechwood acted as investment manager or investment advisor or on whose behalf Beechwood acted with respect to investments.

35. All Documents relating to any transactions in which an investment or an interest, including, but not limited to, any participation interest, in a Beechwood IMA Asset was sold to or

otherwise acquired by Beechwood or by a Person for whom Beechwood acted as investment manager or investment advisor or on whose behalf Beechwood acted with respect to investments.

36. All Documents relating to the \$30,000,000 secured term note issued by Agera Energy LLC to SHIP on June 18, 2014, including, but not limited to, Documents regarding any payments and repayments with respect to that note, the recipient of such payment, the account(s) to which payments were made, and any deposits or withdrawals of those payments to or from any IMA Account.

37. All Documents relating to the \$14,000,000 secured term note issued by Agera Energy LLC to SHIP in April 2015, including, but not limited to, Documents regarding any payments and repayments with respect to that note, the recipient of such payment, the account(s) to which payments were made, and any deposits or withdrawals of those payments to or from any IMA Account.

38. All Documents relating to the April 1, 2016 Assignment of Note and Liens and the May 12, 2016 Amended and Restated Assignment of Note and Liens, including, but not limited to, the direct and indirect sources and uses of the proceeds of those agreements, internal or third party valuations of Agera Energy on or around the dates of those agreements, the purposes of these agreements, and the determination of the consideration for the agreements.

39. All Documents relating to the formation and operation of BBLN-Agera Corp., BHLN-Agera Corp., and BOLN-Agera Corp., including, but not limited to, all Documents, instruments, and agreements to which such entities are parties, all share certificates issued at any time, names of shareholders, officers and directors from formation through present, sources and amounts of equity contributions, other contributions or dispositions, borrowings, loans, and dividends or distributions.

40. All financial statements and other financial information regarding Agera Energy, BBLN-Agera Corp., BHLN-Agera Corp., BOLN-Agera Corp., AGH Parent or any related entity.

41. All tax returns filed by or on behalf of Agera Energy, BBLN-Agera Corp., BHLN-Agera Corp., BOLN-Agera Corp., AGH Parent, or any related entity.

42. All Documents relating to the formation and operation of AGH Supplemental LLC, including, but not limited to, instruments and agreements to which such entities are parties, all certificates issued at any time, names of members, unit holders, managers, officers, and directors from formation through present, sources and amounts of equity contributions, other contributions or dispositions, borrowings, loans, and dividends or distributions.

43. All financial statements and other financial information regarding AGH Supplemental LLC, or any related entities.

44. All Documents relating to the June 8, 2016 side letters among (i) SHIP, BRe, BBIL, and BAM and (ii) SHIP, BRILLC, and AGH Parent regarding 5% of the common units of AGH Parent.

45. All Documents relating to the June 9, 2016 transactions involving any of AGH Parent, Principal Growth Strategies LLC, SHIP, BBLN-Agera Corp., BHLN-Agera Corp., BOLN-Agera Corp., or BBIL-ULICO 2014, including, but not limited to, Documents regarding the structure of these transactions, the nature or value of contributed assets, the value of AGH Parent or Agera Energy, the amount and allocation of debt and equity interests, and the sources and uses of the proceeds of these transactions.

46. All Documents relating to the determination of the purchase price, the identification and valuation of non-cash consideration, the allocation of the purchase price between cash and non-cash consideration, and the uses or intended uses of the cash proceeds received by Principal

Growth Strategies LLC in connection with the June 9, 2016 transactions and sale of the convertible note.

47. All Documents relating to the management of AGH Parent by BAM Administrative Services, LLC, including, but not limited to, all invoices and fees paid and services rendered.

48. All Documents relating to the Purchase Option Agreement dated as of June 13, 2016, for effectiveness as of November 25, 2015, among AGH Supplemental LLC, BAM Administrative Services, LLC, SHIP, and other Persons.

49. All tax returns and financial statements filed by any Defendant from 2010 to the present.

50. All Documents relating to how any IMA was characterized by any Beechwood Investment Advisor or any Defendant on any financial statement, loan agreement, regulatory filing or other document purporting to identify the assets, obligations, or agreements of such Beechwood Investment Advisor or any Defendant.

51. All Documents relating to the origination, amounts, nature, and purpose of any loans made to Platinum Partners Credit Opportunities Master Fund, L.P., the determination and valuation of collateral, the identification of subsidiary guarantors, the relationship between Platinum Partners Credit Opportunities Master Fund, L.P. and its various subsidiaries, and the sources and uses of such loans.

52. All contracts or agreements between any Beechwood Entity, any Defendant, or Platinum Partners, and any of the following:

- A. Moshe M. Feuer;
- B. David I. Levy;
- C. Scott A. Taylor;

D. Illumin Capital Management, LP; and

E. Dhruv Narain.

53. Documents reflecting all of Your Communications with or regarding SHIP during the Relevant Period.

54. Documents relating to Your Communications with Platinum Partners during the Relevant Period, including, but not limited to, Communications regarding any Beechwood IMA Asset, Eli Global, AGH Parent, Agera Energy, AGH Supplemental LLC, or any related entity.

55. Documents relating to all investments made into Agera Energy LLC, Agera Holdings LLC, Energy.me Midwest LLC, Aequitas Energy, Inc., or AGH Parent LLC on SHIP's behalf, using SHIP's assets, or pursuant to the IMAs, including, but not limited to, all documents that are reflective of the assets and the investments themselves, valuation of any investments made into the aforementioned entities using SHIP's assets, compensation or remuneration received in connection with the management of those assets, and all Documents relating to the negotiation of the terms for any such investments.

56. All Documents relating to the engagement in any capacity or employment of any of the following individuals by any Beechwood Entity, including, but not limited to, employment agreements, documents addressing ownership interests, documents relating to any compensation or profits received from any Beechwood Entity, and any incentive plans offered by any Beechwood Entity in which the following individuals may have participated:

A. Moshe M. Feuer;

B. David I. Levy;

C. Scott A. Taylor; and

D. Dhruv Narain.

57. All Documents relating to the engagement in any capacity or employment of any the following individuals with Platinum Partners, including, but not limited to, employment agreements, documents addressing ownership interests, documents relating to any compensation or profits received from Platinum Partners, and any incentive plans offered by Platinum Partners in which the following individuals may have participated:

- A. Moshe M. Feuer;
- B. David I. Levy;
- C. Scott A. Taylor; and
- D. Dhruv Narain.

58. All Documents relating to the engagement in any capacity or employment of any of the following individuals with Illumin, including, but not limited to, employment agreements, documents addressing ownership interests, documents relating to any compensation or profits received from Illumin, and any incentive plans offered by Illumin in which the following individuals may have participated:

- A. Moshe M. Feuer
- B. David I. Levy
- C. Scott A. Taylor
- D. Dhruv Narain

59. Documents sufficient to show the organizational structure of Illumin and its parents, subsidiaries, and affiliates, including, but not limited to, documents reflecting the ownership of each entity, changes in ownership of the entity, capitalization, and identity of any and all principals, officers, executives and owners of each such entity.

60. Documents relating to any agreement between any Beechwood Entity and Illumin or Narain involving SHIP or management of any of SHIP's investments or assets, including, but not limited to, the Beechwood IMA Assets, or identification or evaluation of SHIP's investments or potential investments.

61. For each Beechwood IMA Asset or any of SHIP's investments or assets, Documents sufficient to show any prior business dealings between Illumin or Narain and any entity related to the Beechwood IMA Asset or SHIP investment or asset.

62. Transcripts from any depositions taken of the following individuals relating to any Beechwood Entity, Platinum Partners, or Illumin:

- A. Moshe M. Feuer;
- B. David I. Levy;
- C. Scott A. Taylor; and
- D. Dhruv Narain

Dated: New York, New York
September 21, 2018

DLA PIPER LLP

By:



Aidan M. McCormack (AMM 3017)
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Illumin Capital Management, LP, Moshe M. Feuer,
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Attorneys for Defendant Beechwood Re

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Exhibit 4

INTERNATIONAL (A) LTD., and PLATINUM	:
PARTNERS CREDIT OPPORTUNITIES FUND (BL)	:
LLC,	:
	:
Plaintiff,	:
	:
v.	:
	:
BEECHWOOD RE LTD., et al.,	:
	:
Defendants.	:
	:
-----X	

DEFENDANTS SENIOR HEALTH INSURANCE COMPANY OF PENNSYLVANIA AND FUZION ANALYTICS, INC.’S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANTS BEECHWOOD RE LTD., BEECHWOOD RE INVESTMENTS, LLC, B ASSET MANAGER LP, B ASSET MANAGER II, LP, BEECHWOOD RE HOLDINGS, INC., BEECHWOOD BERMUDA INTERNATIONAL, LTD, BEECHWOOD BERMUDA LTD, BAM ADMINISTRATIVE SERVICES, LLC, MARK FEUER, and SCOTT TAYLOR

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, Defendants Senior Health Insurance Company of Pennsylvania (“SHIP”) and Fuzion Analytics, Inc. (“Fuzion”) request that Defendants Beechwood Re Ltd., Beechwood Re Investments, LLC, B Asset Manager, LP, B Asset Manager, LP, Beechwood Re Holdings, Inc., Beechwood Bermuda International, Ltd., Beechwood Bermuda, Ltd., BAM Administrative Services LLC, Mark Feuer, and Scott Taylor produce and make available for inspection and copying by SHIP and Fuzion each of the following documents, things, and tangible items, or categories of documents, in its possession, custody, or control at the offices of DLA Piper LLP (US), 1251 Avenue of the Americas, New York, New York 10020 (Attn.: Aidan M. McCormack, Esq.), within thirty (30) days after the service of these requests (the “Requests”).

INSTRUCTIONS

A. Each paragraph and subparagraph in a request shall be construed independently and not with reference to any other paragraph or subparagraph for the purpose of limitation.

B. These requests seek production of all documents described in each request, including all drafts, of whatever date, and all non-identical copies, unless all relevant and material information may be conveyed by producing less than all documents, in which case the response should indicate what documents are not being produced.

C. These requests are continuing in nature and, to the extent that your responses may be enlarged, diminished, or otherwise modified by information acquired subsequent to the production of your initial responses, you are required promptly to produce supplemental responses reflecting such changes.

D. If you are unable to produce a requested document or can only produce a portion of a requested document, the requested document should be produced to the extent possible and as to any document or portion not being produced, state or describe: (i) the reason(s) you cannot produce the request document(s); (ii) a list of all documents or categories of documents that can only be partially produced or cannot be produced; and (iii) the earliest date that you can complete production of the requested documents.

E. The obligations regarding the assertion of claims of privilege set forth in Federal Rule of Civil Procedure 26(b)(5) and Local Rule 26.2 of the United States District Court for the Southern District of New York are incorporated by reference in these requests. As to any document withheld from production on any ground, state or describe: (i) the type of document; (ii) the general subject matter of the document; (iii) the date of the document; (iv) the

document's author; (v) the document's recipient(s); and (vi) such other information as is sufficient to identify the document for a subpoena duces tecum.

F. The documents and information furnished in response to these requests shall comprise all responsive documents and information in your possession, custody, or control, unless all relevant and material information may be conveyed by producing less than all documents, in which case the response should indicate what documents are not being produced.

G. If any information or document(s) requested were at any time in your possession, custody, or control but are no longer, you should produce, simultaneous with your responses to these requests and your document production, a log stating: (i) the information or documents that were once in your possession, custody, or control; (ii) the applicable date(s) on which that was so; (iii) the date(s) on which such control or access was relinquished, or the date(s) when such information or documents were disposed of or destroyed; (iv) to whose possession, custody or control such information or documents passed; and (v) where such information or documents are currently located.

H. Pursuant to Rule 34(b) of the Federal Rules of Civil Procedure, documents should either be organized and labeled to correspond with the categories in this Document Request or produced as they are kept in the normal course of business.

I. SHIP specifically reserves the right to supplement these requests as appropriate.

DEFINITIONS

A. For purposes of responding to these requests, the Uniform Definitions in Discovery Requests set forth in Local Rule 26.3 of the United States District Court for the Southern District of New York are deemed incorporated into these Definitions as if fully set forth in the requests.

B. All phrases following the terms “including without limitation,” “including, but not limited to,” or “including” are intended to illustrate the kinds of matters that are responsive to the Request. Such examples are not intended to be exhaustive of the materials sought and shall not in any way be read to limit the scope of the Request.

C. “BAM IMA” shall refer to the Investment Management Agreement, dated as of January 15, 2015, between BAM and SHIP.

D. “BAM IMA Account” shall refer to account 111007 at Wilmington Trust Company.

E. “BBIL IMA” shall refer to the Investment Management Agreement, dated as of May 22, 2014, between BBIL and SHIP.

F. “BBIL IMA Account” shall refer to account 108539 at Wilmington Trust Company.

G. “Beechwood,” shall refer, collectively and individually, to Defendants Beechwood Re, Ltd (“BRe”), Beechwood Re Investors, LLC (“BRILLC”), B Asset Manager, LP (“BAM”), B Asset Manager II LP (“BAM II”), Beechwood Bermuda International, Ltd. (“BBIL”), Beechwood Bermuda Ltd. (“BBL”), BAM Administrative Services LLC (“BAM Administrative”), BRe BCLIC 2013 LTC Primary, BRe BCLIC 2013 LTC Sub, BRe WNIC 2013 LTC Primary, BRe WNIC 2013 LTC Sub, and any and all of their respective affiliates, officers, directors, employees, agents, or representatives.

H. “Beechwood Entity” means any entity related to Beechwood, including, but not limited to, any parents, subsidiaries, or affiliates.

I. “Beechwood IMA Asset” shall refer to any asset or other interest purchased or acquired for the account or beneficial interest of SHIP or otherwise in connection with the IMAs.

J. “Beechwood Investment Advisors” shall refer, collectively and individually, to BBIL, BAM and BRe.

K. “BRe IMA” shall refer to the Investment Management Agreement, dated as of June 13, 2014, between BRe and SHIP.

L. “BRe IMA Account” shall refer to account 108811 at Wilmington Trust Company.

M. “Documents” shall refer to any written, printed, tangible, or otherwise electronically stored or available materials, including, but not limited to, writings, communications, correspondences, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations that are stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form. The term “Documents” includes “Communications” as that term is defined in Local Rule 26.3 to the extent any “Communications” take on a tangible form of any kind.

N. “Eli Global” shall refer to Eli Global, LLC, Global Bankers Insurance Group, BMX Bermuda Holdings, Ltd, PBX Bermuda Holdings, Ltd., collectively and individually, and any and all of their respective affiliates, officers, directors, employees, agents, or representatives.

O. “Eli Global Asset” shall refer to any asset or other interest purchased or acquired for the account or beneficial interest of SHIP or otherwise from Eli Global.

P. “IMA” shall refer to any Investment Management Agreement executed between SHIP and any Beechwood Entity, together with any amendments, exhibits, or appendices, including the BAM IMA Account, the BBIL IMA Account, and the BRe IMA Account.

Q. “IMA Accounts” shall refer to the BAM IMA Account, the BBIL IMA Account, and the BRe IMA Account.

R. “Person” shall refer to any individual or entity, including, but not limited to, a corporation, limited liability company, partnership, or limited partnership.

S. “Platinum Partners” shall refer to Platinum Partners, L.P., and any of its affiliates, including, but not limited to, Platinum Credit Management, L.P., Platinum Partners Credit Opportunities Master Fund L.P., Platinum Partners Credit Opportunities Fund (TE) LLC, Platinum Partners Credit Opportunities Fund LLC, Platinum Partners Credit Opportunity Fund (BL) LLC, Platinum Partners Credit Opportunities Fund International Ltd., Platinum Partners Credit Opportunities Fund International (A) Ltd., Platinum Partners Credit Management LLC, Platinum Credit Holdings LLC, Platinum Liquid Opportunity Management (NY) LLC, Platinum Partners Liquid Opportunity Fund (USA) L.P., Platinum Liquid Opportunity GP LLC, Platinum Partners Liquid Opportunity Fund (International) Ltd., Platinum Partners Liquid Opportunity Master fund L.P., Platinum Partners Value Arbitrage Fund, and Platinum Management (NY) LLC; Principal Growth Strategies, LLC (“PGS”) and other PPCO Funds or PPVA Funds, and all of their respective agents, representatives, attorneys, accountants, investigators, consultants, officers, directors and/or managers and any other Person acting on their respective behalf, including, but not limited to, Mark Nordlicht, Murray Huberfeld, and David Steinberg.

T. “PPCO Action” shall refer to the shall refer to the above-referenced case entitled *Cyganowski v. Beechwood Re, Ltd., et al.*, Civil Action No. 1:18-cv-12018 (JSR), in the United States District Court for the Southern District of New York.

U. “PPCO Complaint” shall refer to the Complaint, dated December 19, 2018, filed in the PPCO Action, and any allegations made therein.

V. “Relating to” is intended to be inclusive and expansive and mean referring to, regarding, relating to, embodying, pertaining to, constituting, concerning, comprising, reflecting,

identifying, discussing, evidencing, or having any logical or factual connection whatsoever with the subject matter in question.

W. “Relevant Period” means the period from January 1, 2012 through the present.

X. “SHIP Action” shall refer to the above-referenced case entitled *Senior Health Insurance Company of Pennsylvania v. Beechwood Re, Ltd., et al.*, Civil Action No. 1:18-cv-06658 (JSR), in the United States District Court for the Southern District of New York.

Y. “SHIP Complaint” shall refer to the Second Amended Complaint, dated December 28, 2018, filed in the SHIP Action, and any allegations made therein.

Z. “ULICO” shall refer to ULICO Casualty Company, BBIL-ULICO 2014, and any affiliated or related individual or entity.

REQUESTS FOR DOCUMENTS

1. Documents relating to the organizational structure of Beechwood and its parents, subsidiaries, and affiliates, including, but not limited to, Documents sufficient to identify each parent, subsidiary, and affiliate and, for each entity identified, Documents sufficient to show the ownership of the entity, all changes in ownership of the entity during the Relevant Period, the capitalization of the entity, and the identity of any and all principals, officers, and executives.

2. All Documents relating to any presentation prepared, given, or delivered by Beechwood or any Defendant (whether orally or in writing) to SHIP or any Person acting for SHIP, during the Relevant Period, regarding the qualifications, experience, and ability of Beechwood to act as an investment manager for SHIP, including, but not limited to, all Documents relied on or used to support the April 2014 presentation delivered by Beechwood to SHIP.

3. All Documents relating to the qualifications, experience, and ability of Beechwood to act as an investment manager for SHIP, whether shared with SHIP or not.

4. All Documents relating to any assets under the management of each Beechwood Investment Advisor during the Relevant Period, including, but not limited to, copies of all investment management agreements or other agreement giving a Beechwood Investment Advisor discretionary investment authority over the funds of any Person other than SHIP.

5. All Documents relating to the financial condition of any Beechwood Entity during the Relevant Period, including, but not limited to, balance sheets, tax returns, financial statements, and loan applications.

6. Documents relating to the preparation, negotiation, or possible amendment of any of the IMAs, including, but not limited to, any Documents relating to the conversion of any IMA into a loan.

7. Documents relating to any communications between Beechwood and Platinum Partners with respect to any of the IMAs, including, but not limited to, the negotiation of any IMA, the terms of any IMA, the execution of any IMA, the funding of any IMA Account, performance under any IMA, the investment of any funds deposited by SHIP into an IMA Account, and any Beechwood IMA Assets.

8. Documents relating to (i) the awareness of the Beechwood Investment Advisors of SHIP's investment guidelines or any insurance laws or regulations to which SHIP's investments were subject and (ii) all efforts to ensure compliance with such guidelines, laws, or regulations.

9. Documents relating to the origination and acquisition of each Beechwood IMA Asset, including the investment decision process, the ultimate purchase decision, and all communications between Beechwood and any Person related to the acquisition of the Beechwood IMA Asset on SHIP's behalf.

10. Documents relating to Beechwood's due diligence, consideration, or evaluation of each Beechwood IMA Asset, including, but not limited to, any consideration or evaluation of the compliance or non-compliance of any Beechwood IMA Asset with SHIP's investment guidelines and any insurance laws or regulations to which SHIP's investments were subject and the appropriateness or suitability of that Beechwood IMA Asset for SHIP.

11. Documents relating to internal credit analysis or credit evaluations or determinations by Beechwood, Platinum Partners, any Defendant, or any affiliated or related Person with respect to any Beechwood IMA Asset.

12. Documents relating to each Beechwood IMA Asset, including all transaction records, trade tickets, valuation materials, and agreements to act as an agent.

13. For each Beechwood IMA Asset, all Documents that identify each Person, other than SHIP, that held any interest in that same Beechwood IMA Asset at any time, including Documents relating to any role that Beechwood, Platinum Partners, or any Defendant played in the transfer of such interest to or from such Person.

14. All Documents relating to any services performed by Beechwood pursuant to or in connection with the IMAs.

15. Documents sufficient to show and calculate any and all performance fees, management fees, agenting fees, or other fees or forms of remuneration, and any costs, expenses, or other amounts claimed by, paid to, or received by Beechwood, Platinum Partners, any Defendant, or any affiliated or related Person in connection with the IMAs, any Beechwood IMA Asset or any of SHIP's assets, and sufficient to identify the source of all such payments.

16. Documents sufficient to show and calculate any and all performance fees and incremental performance fees claimed by, paid out of, or withdrawn from, any IMA Accounts.

17. All Documents relating to origination fees, commitment fees, upfront fees, incentive fees, amendment fees, supplemental interest payments, equity kickers, expenses, and other amounts, claimed by, paid to, or received by Beechwood, Platinum Partners, any Defendant, or any related or affiliated Person in connection with any Beechwood IMA Asset.

18. Documents produced in response to any subpoena or other request for information or documents made in connection with any inquiry, investigation, examination, action, or audit by any government agency, regulator, or entity, including, but not limited to, (a) the United States Securities and Exchange Commission, (b) the United States Department of Justice, (c) the New York State Department of Financial Services, (d) the Pennsylvania Department of Insurance, (e) the Indiana Department of Insurance, (f) the Cayman Islands Monetary Authority, or (g) the Bermuda Monetary Authority, relating to SHIP, the IMAs, any asset or investment placed or managed by Beechwood using SHIP's assets, or Platinum Partners, together with a copy of the subpoena or other request for information and any related Communications.

19. All Documents between or among Beechwood and any of the following entities, including any of their respective officers, directors, managers, employees, or agents, relating to any Beechwood IMA Asset or services performed under the IMAs during the Relevant Period:

- A. Platinum Partners;
- B. Duff & Phelps Corporation or Duff & Phelps, LLC;
- C. Egan-Jones Rating Company;
- D. Wilmington Trust, National Association;
- E. Lincoln Partners Advisors LLC or Lincoln International LLC ("Lincoln Partners");
- F. KPMG LLP;
- G. Washington National Life Insurance Company ("WNIC");
- H. Bankers Consec Life Insurance Company ("BCLIC");
- I. 40|86 Advisors, Inc.; and

J. Eli Global, Global Bankers Life, or any related Person (collectively, “Eli Global”).

20. Documents produced by any Defendant in any litigation or arbitration arising out of or relating to Beechwood’s management of assets or investment services, including, but not limited to, Documents produced in: (i) arbitration among BCLIC and WNIC and Beechwood Re Ltd. and (ii) Bankruptcy or Adversary Proceeding relating to Black Elk Energy Offshore Operations, LLC.

21. Documents between any Defendant and any insurance company regarding coverage or defense costs claimed by that Defendant under any policy of insurance issued by that insurance company with respect to this Action, including all demand letters, reservation of rights letters, complaints, or other documents related to any coverage litigation.

22. For each Beechwood IMA Asset, Documents relating to the allocation and priority of interests among all of the investors (including SHIP) that Beechwood caused to acquire an interest in that same Beechwood IMA Asset, including the basis for such allocation and priority.

23. With respect to each Beechwood IMA Asset, all corporate and organizational documents relating to the entity into which the investment was made, including, but not limited to, Documents sufficient to identify:

- A. The history of investments made by any Defendant in that entity or investment;
- B. The identity of any and all principals, shareholders, officers, or directors of the entity; and
- C. Any parent, subsidiary, or affiliates of the entity.

24. For each Beechwood IMA Asset, Documents relating to any prior business dealings or Communications between the subject of the investment (i.e., the borrower or the entity in which equity was acquired) and Beechwood, Platinum Partners, or any Defendant.

25. All Documents relating to any deposit or withdrawal from the BBIL IMA Account, the BRe IMA Account, or the BAM IMA Account.

26. All Documents relating to the basis of any valuation of any Beechwood IMA Asset that was provided to Wilmington Trust or any other Person.

27. All Documents relating to Egan Jones's rating of, and the methodology of rating, any Beechwood IMA Asset, including, but not limited to, any reports prepared by Egan Jones and all Communications between any Defendant and Egan Jones.

28. All Documents relating to Lincoln Partners' valuation of any Beechwood IMA Asset, including, but not limited to, any reports prepared by Lincoln Partners and all Communications between any Defendant and Lincoln Partners.

29. All Documents relating to Duff & Phelps' valuation of any Beechwood IMA Asset, including, but not limited to, any reports prepared by Duff & Phelps and all Communications between any Defendant and Duff & Phelps.

30. All Documents relating to the June 23, 2017 Estimation of a Fair Value Range for Certain Debt prepared by Duff & Phelps and Equity Investments as of March 31, 2017 prepared by Duff & Phelps for Illumin, including, but not limited to, any Communications between any Defendant and Duff and Phelps.

31. All Documents relating to the sale, transfer, deposit, pledge, or conveyance of any cash, securities, assets, or other interests by any Defendant or related Person to or from Eli

Global, including, but not limited to, all documents relating to the distribution, allocation, or payment of proceeds of any such transactions.

32. All Documents relating to the Share Purchase Agreement for the Sale and Purchase of the Entire Issued Common Shares of Omnia Ltd. by and between PBX Bermuda Holdings, Ltd. and BBL, dated June 30, 2017, including but not limited to all documents relating to the distribution, allocation, or payment of proceeds pursuant to such agreement.

33. All Documents relating to the Share Purchase Agreement for the Sale and Purchase of the Entire Issued Common Shares of PB Investment Holdings Ltd. by and between BMX Bermuda Holdings, Ltd. and BBIL, dated June 30, 2017, including but not limited to all documents relating to the distribution, allocation, or payment of proceeds pursuant to such agreement.

34. All Documents relating to the identification, sale, transfer, deposit, pledge, or conveyance, or acquisition of any cash, securities, assets, interests or other consideration by Eli Global which were transferred to Beechwood as consideration for Eli Global's acquisition of Omnia Ltd., PB Investment Holdings Ltd. or any other Beechwood Asset.

35. All Documents relating to the valuation of each Eli Global Asset.

36. All Documents relating to the relationship or transactions between ULICO and Beechwood, including, but not limited to, copies of the reinsurance agreement, and copies of documentation and other information regarding the sale, transfer, deposit, pledge, or conveyance of any cash, securities, assets, or other interests among Beechwood, any Defendant, and ULICO.

37. All Documents relating to the relationship or transactions between ULICO and Eli Global, including, but not limited to, copies of the reinsurance agreement, and copies of documentation and other information regarding the sale, transfer, deposit, pledge, or conveyance

of any cash, securities, assets, or other interests among Eli Global and ULICO or the relationship between Eli Global and ULICO.

38. All Documents relating to any transactions in which an investment or an interest, including, but not limited to, any participation interest, in a Beechwood IMA Asset was purchased or otherwise acquired from Beechwood or from a Person for whom Beechwood acted as investment manager or investment advisor or on whose behalf Beechwood acted with respect to investments.

39. All Documents relating to any transactions in which an investment or an interest, including, but not limited to, any participation interest, in a Beechwood IMA Asset was sold to or otherwise acquired by Beechwood or by a Person for whom Beechwood acted as investment manager or investment advisor or on whose behalf Beechwood acted with respect to investments.

40. All Documents relating to the \$30,000,000 secured term note issued by Agera Energy LLC to SHIP on June 18, 2014, including, but not limited to, Documents regarding any payments and repayments with respect to that note, the recipient of such payment, the account(s) to which payments were made, and any deposits or withdrawals of those payments to or from any IMA Account.

41. All Documents relating to the \$14,000,000 secured term note issued by Agera Energy LLC to SHIP in April 2015, including, but not limited to, Documents regarding any payments and repayments with respect to that note, the recipient of such payment, the account(s) to which payments were made, and any deposits or withdrawals of those payments to or from any IMA Account.

42. All Documents relating to the April 1, 2016 Assignment of Note and Liens and the May 12, 2016 Amended and Restated Assignment of Note and Liens, including, but not

limited to, the direct and indirect sources and uses of the proceeds of those agreements, internal or third party valuations of Agera Energy on or around the dates of those agreements, the purposes of these agreements, and the determination of the consideration for the agreements.

43. All Documents relating to the formation and operation of BBLN-Agera Corp., BHLN-Agera Corp., and BOLN-Agera Corp., including, but not limited to, all Documents, instruments, and agreements to which such entities are parties, all share certificates issued at any time, names of shareholders, officers and directors from formation through present, sources and amounts of equity contributions, other contributions or dispositions, borrowings, loans, and dividends or distributions.

44. All financial statements and other financial information regarding Agera Energy, BBLN-Agera Corp., BHLN-Agera Corp., BOLN-Agera Corp., AGH Parent or any related entity.

45. All tax returns filed by or on behalf of Agera Energy, BBLN-Agera Corp., BHLN-Agera Corp., BOLN-Agera Corp., AGH Parent, or any related entity.

46. All Documents relating to the formation and operation of AGH Supplemental LLC, including, but not limited to, instruments and agreements to which such entities are parties, all certificates issued at any time, names of members, unit holders, managers, officers, and directors from formation through present, sources and amounts of equity contributions, other contributions or dispositions, borrowings, loans, and dividends or distributions.

47. All financial statements and other financial information regarding AGH Supplemental LLC, or any related entities.

48. All Documents relating to the June 8, 2016 side letters among (i) SHIP, BRe, BBIL, and BAM and (ii) SHIP, BRILLC, and AGH Parent regarding 5% of the common units of AGH Parent.

49. All Documents relating to the June 9, 2016 transactions involving any of AGH Parent, Principal Growth Strategies LLC, SHIP, BBLN-Agera Corp., BHLN-Agera Corp., BOLN-Agera Corp., or BBIL-ULICO 2014, including, but not limited to, Documents regarding the structure of these transactions, the nature or value of contributed assets, the value of AGH Parent or Agera Energy, the amount and allocation of debt and equity interests, and the sources and uses of the proceeds of these transactions.

50. All Documents relating to the determination of the purchase price, the identification and valuation of non-cash consideration, the allocation of the purchase price between cash and non-cash consideration, and the uses or intended uses of the cash proceeds received by Principal Growth Strategies LLC in connection with the June 9, 2016 transactions and sale of the convertible note.

51. All Documents relating to the management of AGH Parent by BAM Administrative Services, LLC, including, but not limited to, all invoices and fees paid and services rendered.

52. All Documents relating to the Purchase Option Agreement dated as of June 13, 2016, for effectiveness as of November 25, 2015, among AGH Supplemental LLC, BAM Administrative Services, LLC, SHIP, and other Persons.

53. All financial statements filed by any Defendant from 2010 to the present.

54. All Documents relating to how any IMA was characterized by any Beechwood Investment Advisor or any Defendant on any financial statement, loan agreement, regulatory filing or other document purporting to identify the assets, obligations, or agreements of such Beechwood Investment Advisor or any Defendant.

55. All Documents relating to the origination, amounts, nature, and purpose of any loans made to Platinum Partners Credit Opportunities Master Fund, L.P., the determination and valuation of collateral, the identification of subsidiary guarantors, the relationship between Platinum Partners Credit Opportunities Master Fund, L.P. and its various subsidiaries, and the sources and uses of such loans.

56. All contracts or agreements between any Beechwood Entity, any Defendant, or Platinum Partners, and any of the following:

- A. Moshe M. Feuer;
- B. David I. Levy;
- C. Scott A. Taylor;
- D. Dhruv Narain;
- E. David Bodner;
- F. Daniel Saks;
- G. Samuel Adler;
- H. Naftali Manela;
- I. Stewart Kim;
- J. David Ottensoser;
- K. Ezra Beren;
- L. Eli Rakower; and
- M. Rick Hodgdon.

57. Documents reflecting all of Beechwood's Communications with or regarding SHIP during the Relevant Period.

58. Documents relating to Beechwood's Communications with Platinum Partners during the Relevant Period, including, but not limited to, Communications regarding any Beechwood IMA Asset, Eli Global, AGH Parent, Agera Energy, AGH Supplemental LLC, or any related entity.

59. Documents relating to all investments made into Agera Energy LLC, Agera Holdings LLC, Energy.me Midwest LLC, Aequitas Energy, Inc., or AGH Parent LLC on SHIP's behalf, using SHIP's assets, or pursuant to the IMAs, including, but not limited to, all documents that are reflective of the assets and the investments themselves, valuation of any investments made into the aforementioned entities using SHIP's assets, compensation or remuneration received in connection with the management of those assets, and all Documents relating to the negotiation of the terms for any such investments.

60. All Documents relating to the engagement in any capacity or employment of any of the following individuals by any Beechwood Entity, including, but not limited to, employment agreements, documents addressing ownership interests, documents relating to any compensation or profits received from any Beechwood Entity, and any incentive plans offered by any Beechwood Entity in which the following individuals may have participated:

- A. Moshe M. Feuer;
- B. David I. Levy;
- C. Scott A. Taylor;
- D. Dhruv Narain;
- E. David Bodner;
- F. Daniel Saks;
- G. Samuel Adler;

- H. Naftali Manela;
- I. Stewart Kim;
- J. David Ottensoser;
- K. Ezra Beren;
- L. Eli Rakower; and
- M. Rick Hodgdon.

61. All Documents relating to the engagement in any capacity or employment of any the following individuals with Platinum Partners, including, but not limited to, employment agreements, documents addressing ownership interests, documents relating to any compensation or profits received from Platinum Partners, and any incentive plans offered by Platinum Partners in which the following individuals may have participated:

- A. Moshe M. Feuer;
- B. David I. Levy;
- C. Scott A. Taylor;
- D. Dhruv Narain;
- E. David Bodner;
- F. Daniel Saks;
- G. Samuel Adler;
- H. Naftali Manela;
- I. Stewart Kim;
- J. David Ottensoser;
- K. Ezra Beren;
- L. Eli Rakower; and

M. Rick Hodgdon.

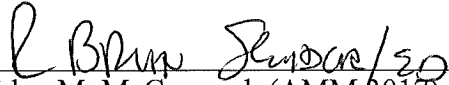
62. Documents relating to any agreement between any Beechwood Entity and Narain involving SHIP or management of any of SHIP's investments or assets, including, but not limited to, the Beechwood IMA Assets, or identification or evaluation of SHIP's investments or potential investments.

63. Transcripts from any depositions taken of the following individuals relating to any Beechwood Entity, Platinum Partners, or CNO:

- A. Moshe M. Feuer;
- B. David I. Levy;
- C. Scott A. Taylor;
- D. Dhruv Narain;
- E. David Bodner;
- F. Daniel Saks;
- G. Samuel Adler;
- H. Naftali Manela;
- I. Stewart Kim;
- J. David Ottensoser;
- K. Ezra Beren;
- L. Eli Rakower; and
- M. Rick Hodgdon.

Dated: New York, New York
February 13, 2019

DLA PIPER LLP

By: 
Aidan M. McCormack (AMM/3017)
R. Brian Seibert (RS 1978)

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James D. Mathias (admitted *pro hac vice*)
Kathleen A. Birrane (admitted *pro hac vice*)
Ellen E. Dew (admitted *pro hac vice*)
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(410) 580-3000

*Attorneys for Defendants
Senior Health Insurance Company of Pennsylvania
and Fuzion Analytics, Inc.*

TO:

All Counsel of Record in the Consolidated Actions

Exhibit 5

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----	X	
	:	
IN RE PLATINUM-BEECHWOOD LITIGATION	:	18-cv-06658 (JSR)
	:	
-----	X	
TROTT, et al.,	:	
	:	
Plaintiffs,	:	18-cv-10936 (JSR)
	:	
-v-	:	
	:	
PLATINUM MANAGEMENT (NY) LLC, et al.,	:	
	:	
Defendants.	:	
-----	X	
CYGANOWSKI,	:	
	:	
Plaintiffs,	:	18-cv-12018 (JSR)
	:	
	:	Defendants' First
	:	Document Request to Bankers
	:	Conseco Life Insurance
	:	Company, Washington
	:	National Insurance Company,
	:	<u>and 40 86 Advisors, Inc.</u>
	:	
-v-	:	
	:	
BEECHWOOD RE LTD., et al.,	:	
	:	
Defendants.	:	
-----	X	

PLEASE TAKE NOTICE that pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure (“FRCP”) and Local Civil Rule 26.3 of the United States District Court for the Southern District of New York (the “Local Rules”), Defendants Beechwood Re (in Official Liquidation) s/h/a Beechwood Re Ltd., Beechwood Re Investments, LLC, B Asset Manager LP, B Asset Manager II LP, Beechwood Re Holdings, Inc., Beechwood Bermuda International LTD., Beechwood Bermuda Ltd., BAM Administrative Services LLC, Beechwood Capital Group LLC, Illumin Capital Management LP, BBLN-Pedco Corp., BHLN-Pedco Corp., Mark Feuer, Feuer Family Trust, Taylor-Lau Family Trust, Scott Taylor, and Dhruv Narain hereby request that Bankers Conseco Life Insurance Company, Washington National Insurance Company, and 40|86

Advisors, Inc. (collectively, “CNO”) produce for inspection and copying the documents requested herein (the “Requests”), at the offices of Lipsius Benham Law LLP, 80-02 Kew Gardens Road, Suite 1030, Kew Gardens, New York 11415, Attention: Ira Lipsius, Esq., within thirty (30) days of service of these requests in the manner prescribed by the FRCP.

DEFINITIONS

As used herein, the following terms shall have the following meanings:

1. The Uniform Definitions in Discovery Requests set forth in Local Civil Rule 26.3 and the rules concerning Assertion of Claim of Privilege set forth in Local Civil Rule 26.2 apply to these Interrogatories.

2. “Beechwood Re Ltd.” or “Beechwood Re” as used herein means Defendant Beechwood Re (in Official Liquidation) s/h/a Beechwood Re Ltd. and each and all of its managers, members, managing members, shareholders, officers, directors, representatives, agents, employees, partners, affiliates, assigns, attorneys, accountants, predecessors, successors and all other persons or entities acting or purporting to act on its behalf or under its control.

3. “Beechwood Re Holdings” as used herein means Defendant Beechwood Re Holdings, Inc. and each and all of its managers, members, managing members, shareholders, officers, directors, representatives, agents, employees, partners, affiliates, assigns, attorneys, accountants, predecessors, successors and all other persons or entities acting or purporting to act on its behalf or under its control.

4. “B Asset Manager, L.P.” or “BAM” as used herein means Defendant B Asset Manager, L.P. and each and all of its managers, members, managing members, shareholders, officers, directors, representatives, agents, employees, partners, affiliates, assigns, attorneys, accountants, predecessors, successors and all other persons or entities acting or purporting to act on its behalf or under its control.

5. “B Asset Manager II, L.P.” or “BAM II” as used herein means Defendant B Asset Manager II, L.P. and each and all of its managers, members, managing members, shareholders, officers, directors, representatives, agents, employees, partners, affiliates, assigns, attorneys, accountants, predecessors, successors and all other persons or entities acting or purporting to act on its behalf or under its control.

6. “BAM Administrative Services” as used herein means Defendant BAM Administrative Services LLC and each and all of its managers, members, managing members, shareholders, officers, directors, representatives, agents, employees, partners, affiliates, assigns, attorneys, accountants, predecessors, successors and all other persons or entities acting or purporting to act on its behalf or under its control.

7. “Beechwood Bermuda International Ltd.” or “BBIL” as used herein means Defendant Beechwood Bermuda International Ltd. and each and all of its managers, members,

managing members, shareholders, officers, directors, representatives, agents, employees, partners, affiliates, assigns, attorneys, accountants, predecessors, successors and all other persons or entities acting or purporting to act on its behalf or under its control.

8. “Beechwood Bermuda Ltd.” or “BBL” as used herein means Defendant Beechwood Bermuda Ltd. and each and all of its managers, members, managing members, shareholders, officers, directors, representatives, agents, employees, partners, affiliates, assigns, attorneys, accountants, predecessors, successors and all other persons or entities acting or purporting to act on its behalf or under its control.

9. “Beechwood Re Investments, LLC,” “Beechwood Re Investors, LLC” or “BRILLC” as used herein means Defendant Beechwood Re Investments, LLC and each and all of its managers, members, managing members, shareholders, officers, directors, representatives, agents, employees, partners, affiliates, assigns, attorneys, accountants, predecessors, successors and all other persons or entities acting or purporting to act on its behalf or under its control.

10. “Moshe M. Feuer” or “Mark Feuer” or “Feuer” as used herein means Defendant Mark Feuer and each and all of his respective representatives, agents, assigns, attorneys, accountants, and all other persons or entities acting or purporting to act on his behalf or under his control.

11. “Scott Taylor” or “Taylor” as used herein means Defendant Scott A. Taylor and each and all of his respective representatives, agents, assigns, attorneys, accountants, and all other persons or entities acting or purporting to act on his behalf or under his control.

12. “Dhruv Narain” or “Narain” as used herein means Defendant Dhruv Narain and each and all of his respective representatives, agents, assigns, attorneys, accountants, and all other persons or entities acting or purporting to act on his behalf or under his control.

13. “David Levy” or “Levy” as used herein means Defendant David I. Levy and each and all of his respective representatives, agents, assigns, attorneys, accountants, and all other persons or entities acting or purporting to act on his behalf or under his control.

14. “Platinum-Related Party” refers to each of David Levy, Mark Nordlicht, David Bodner, Murray Huberfeld, Platinum Management (NY) LLC, Platinum Partners, L.P., PPVA, PPCO, and each and all of their respective managers, members, managing members, shareholders, officers, directors, representatives, agents, employees, partners, affiliates, assigns, attorneys, accountants, predecessors, successors and all other persons or entities acting or purporting to act on their behalf or under their control, and collectively they are referred to as the “Platinum-Related Parties.”

15. “CNO” refers collectively to Bankers Conseco Life Insurance Company, Washington National Insurance Company, 40|86 Advisors, Inc., the CNO Financial Group, and each and all of their respective managers, members, managing members, shareholders, officers, directors, representatives, agents, employees, partners, affiliates, assigns, attorneys, accountants, predecessors, successors and all other persons or entities acting or purporting to act on their behalf or under their control.

16. “PPVA” shall mean Platinum Partners Value Arbitrage Fund L.P. (In Official Liquidation) and Platinum Partners Value Arbitrage Fund L.P. (in Official Liquidation), and each and all of their respective liquidators, managers, members, managing members, shareholders, officers, trustees, directors, representatives, agents, employees, partners, affiliates, assigns, attorneys, accountants, predecessors, successors and all other persons or entities acting or purporting to act on their behalf or under their control. “PPVA” shall also include Martin Trott and Christopher Smith in their capacity as Joint Official Liquidators and Foreign Representatives for any of the foregoing entities.

17. “PPVA Action” means the action captioned *Trott, et al. v. Platinum Mgmt. (NY) LLC et al.*, Case No. 1:18-cv-10936-JSR.

18. “PPVA Complaint” means the First Amended Complaint filed by PPVA in in the United States District Court for the Southern District of New York (Dkt. No. 159) in the PPVA Action.

19. “Beechwood-PPVA Defendants” refer to each of Beechwood Re, Beechwood Re Holdings, BBIL, BRILLC, Beechwood Capital Group LLC, Illumin Capital Management LP, BAM Administrative Services, BAM, BAM II, BBLN-PEDCO Corp., BHLN-PEDCO Corp. Feuer, Taylor, and Narain.

20. “PPCO” as used herein means Platinum Partners Credit Opportunities Master Fund LP, Platinum Partners Credit Opportunities Fund (TE) LLC, Platinum Partners Credit Opportunities Fund, LLC, Platinum Partners Credit Opportunities Fund International Ltd., Platinum Partners Credit Opportunities Fund International (A) Ltd., and Platinum Partners Credit Opportunities Fund (BL) LLC, and each and all of their respective liquidators, receivers, managers, members, managing members, shareholders, officers, trustees, directors, representatives, agents, employees, partners, affiliates, assigns, attorneys, accountants, predecessors, successors and all other persons or entities acting or purporting to act on its behalf or under its control. “PPCO” shall also include Melanie L. Cyganowski in her capacity as equity receiver for any of the foregoing entities.

21. “PPCO Action” means the action captioned *Cyganowski v. Beechwood Re Ltd. et. al.*, Case No. 1:18-cv-12018-JSR.

22. “PPCO Complaint” means the Complaint filed by PPCO in the United States District Court for the Southern District of New York (Dkt. No. 1) in the PPCO Action

23. “Beechwood-PPCO Defendants” refer to each of Beechwood Re, BRILLC, BAM, BAM II, Beechwood Re Holdings, BBIL, BBL, BAM Administrative Services, Feuer, Feuer Family Trust, Taylor-Lau Family Trust, and Taylor.

24. “SHIP” as used herein means Senior Health Insurance Company of Pennsylvania and each and all of its managers, members, managing members, shareholders, officers, trustees, directors, representatives, agents, employees, partners, affiliates, assigns, attorneys, accountants, predecessors, successors and all other persons or entities acting or purporting to act on its behalf or under its control, including but not limited to Fuzion and the Senior Health Care Oversight Trust.

25. “Fuzion” refers to Fuzion Analytics, LLC and each and all of its managers, members, managing members, shareholders, officers, directors, representatives, agents, employees, partners, affiliates, assigns, attorneys, accountants, predecessors, successors and all other persons or entities acting or purporting to act on its behalf or under its control.

26. “SHIP Action” means the action captioned *Senior Health In. Co. of Pennsylvania v. Beechwood Re Ltd. et. al*, Case No. 1:18-cv-06658-JSR.

27. “SHIP Complaint” means the Second Amended Complaint filed by SHIP in the United States District Court for the Southern District of New York (Dkt. No. 84) in the SHIP Action.

28. The “SHIP IMAs” refer to the Investment Management Agreement, dated as of May 22, 2014, between BBIL and SHIP; the Investment Management Agreement, dated as of June 13, 2014, between Beechwood Re and SHIP; and the Investment Management Agreement, dated as of January 15, 2015, between BAM and SHIP.

29. “BRILLC Side Letter” refers to the letter agreement, dated as of January 15, 2015, between BRILLC and SHIP.

30. “SHIP Surplus Note” refers to the \$50 million note issued by SHIP to BRILLC in February 2015.

31. “Beechwood-SHIP Defendants” refer to each of Beechwood Re, BAM, BBIL, BRILLC, Feuer, Taylor, Narain and Levy.

32. “Beechwood Defendants” refers to all of the Beechwood-PPVA Defendants, the Beechwood-PPCO Defendants, and the Beechwood-SHIP Defendants.

33. “Pennsylvania Insurance Department” refers to the Pennsylvania Insurance Department and each and all of its officers, directors, representatives, agents, employees, partners, affiliates, assigns, attorneys, accountants, predecessors, successors and all other persons or entities acting or purporting to act on its behalf or under its control.

34. “New York State Department of Financial Services” refers to the New York State Department of Financial Services and each and all of its officers, directors, representatives, agents, employees, partners, affiliates, assigns, attorneys, accountants, predecessors, successors and all other persons or entities acting or purporting to act on its behalf or under its control.

35. “Indiana Department of Insurance” refers to the N Indiana Department of Insurance and each and all of its officers, directors, representatives, agents, employees, partners, affiliates, assigns, attorneys, accountants, predecessors, successors and all other persons or entities acting or purporting to act on its behalf or under its control.

36. “Protiviti” refers to Protiviti Inc. and each and all of its managers, members, managing members, shareholders, officers, directors, representatives, agents, employees, partners, affiliates, assigns, attorneys, accountants, predecessors, successors and all other persons or entities acting or purporting to act on its behalf or under its control.

37. “Noble Consulting” refers to Noble Consulting Services, Inc. and each and all of its managers, members, managing members, shareholders, officers, directors, representatives, agents, employees, partners, affiliates, assigns, attorneys, accountants, predecessors, successors and all other persons or entities acting or purporting to act on its behalf or under its control.

38. “Winthrop Capital Management” refers to Winthrop Capital Management, LLC and each and all of its managers, members, managing members, shareholders, officers, directors, representatives, agents, employees, partners, affiliates, assigns, attorneys, accountants, predecessors, successors and all other persons or entities acting or purporting to act on its behalf or under its control.

39. “Trilliant” refers to Trilliant LLC and each and all of its managers, members, managing members, shareholders, officers, directors, representatives, agents, employees, partners, affiliates, assigns, attorneys, accountants, predecessors, successors and all other persons or entities acting or purporting to act on its behalf or under its control.

INSTRUCTIONS

1. You are required to furnish all responsive documents that are in your possession, custody or control, or available to you, including documents in the possession of your managers, members, managing members, shareholders, officers, directors, representatives, agents, employees, partners, affiliates, assigns, attorneys, accountants, predecessors, successors and all other persons or entities acting or purporting to act on your behalf or under your control, regardless of whether those documents are in personal or company files.

2. The use of the singular form of a word includes the plural and vice versa, and the use of the word “any” should be construed to also mean “all” and vice versa.

3. All documents are to be produced in their entirety, without abbreviation or expurgation, including both front and back thereof, and all attachments or other matters affixed thereto. If any portion of any document is responsive to any of the Requests, the entire document must be produced.

4. Any non-identical copy (*e.g.*, with handwritten notations) or draft of a document is a separate document must be produced.

5. All documents which cannot be legibly copied must be produced in their original form.

6. In the event you object to a particular Request or portion thereof, you shall state with particularity the reasons and grounds for such objection. Notwithstanding any objection, you shall produce all documents otherwise responsive to the Request that are not subject to the objection.

7. If any document is withheld under a claim of privilege or other protection, so as to aid the Court and the parties hereto to determine the validity of the claim of privilege or other protection, please provide the information required under Local Rule 26.2 with respect to any such document.

8. If a portion of an otherwise responsive document contains information subject to a claim of privilege, those portions of the document subject to the claim of privilege shall be redacted from the document and listed on a log in accordance with Local Rule 26.2 and the rest of the document shall be produced, and the redacted portion should be listed on the above-described log.

9. Pursuant to FRCP 34(b), documents should be organized and labeled to correspond with the categories in these Requests.

10. These Requests are continuing in nature. If, at any time after service of the initial answers and documents hereto and prior to the trial of this action, you obtain additional information or documents responsive to these Requests, you are required to supplement or amend your answers hereto in a timely manner in accordance with FRCP 26(e).

11. In the event that a document called for by the Requests has been transferred to a person over whom you claim you lack control, identify (i) the document by date, author(s), recipient(s), subject matter and context; (ii) the date and the circumstances surrounding the transfer; (iii) the reason(s) for the transfer; (iv) the person(s) or entity(ies) to whom the document was transferred; (v) the present location of such document; (vi) any request you have made for the return of either the original document or a copy thereof to your possession; and (vii) the date and manner in which you can or may obtain the return of each such document.

12. In the event that a document called for by the Requests has been destroyed, lost, discarded or otherwise disposed of, such document is to be identified as completely as possible, including without limitation, the following information: (i) author(s); (ii) recipients; (iii) sender(s); (iv) subject matter; (v) date prepared or received; (vi) date of disposal; (vii) manner of disposal; (viii) reason for disposal; (ix) person(s) authorizing the disposal; (x) person(s) having knowledge of the disposal; and (xi) person(s) disposing of the document.

13. Each paragraph and subparagraph hereof and the definitions herein are to be construed independently, and not by or with reference to any other paragraph or subparagraph or definition herein for purposes of limiting the scope of any particular Request or the subject matter thereof.

14. If any of these Requests cannot be satisfied in full, you are to produce responsive documents to the extent possible, specifying the reason(s) for your inability to produce further documents, and stating what knowledge, information, or belief you have concerning the unproduced portion.

15. Electronically stored information (“ESI”) as that term is used in FRCP 34 should be produced as follows:

a. TIFFs. Black and white images shall be delivered as single page Group IV TIFF image files. Color images must be produced in .jpeg format. Image file names should not contain spaces or special characters and must have a unique file name, *i.e.*, Beginning Bates Number. Images must be endorsed with sequential Bates numbers in the lower right corner of each image.

b. Unique IDs. Each image should have a unique file name and should be named with the Bates number assigned to it.

c. Text Files. Extracted full text in the format of document level txt files shall be provided in a separate folder, one text file per document. Each text file should match the respective TIFF filename (Beginning Bates Number). Text from redacted pages will be produced in OCR format rather than extracted text.

d. Parent-Child Relationships. Parent-child relationships (the association between an attachment and its parent record) should be preserved.

e. Database Load Files/Cross-Reference Files. Records should be provided in a format compatible with the following industry standards.

- The image cross-reference file to link the images to the database should be a comma-delimited file with a line in the cross-reference file for every image in the database.
- The data file (.dat) should contain all the fielded information that will be loaded into the database.
- The first line of the .dat file must be a header row identifying the field names.
- The .date file must use the following *Concordance* default delimiters:
 - Comma ¶ ASCII character (020)
 - Quote þ ASCII character (254)
- Date Fields should be provided in the format mm/dd/yyyy.
- Date and time fields must be two separate fields.
- If the production includes imaged emails and attachments, the attachment fields must be included to preserve the parent/child relationship between an email and its attachments.
- An OCRPATH field must be included to provide the file path name of the extracted text file(s).
- Each text file must be named after the Beginning Bates Number.
- For production with native files, a File_Path field must be included in the .dat file to provide the file path and name of the native file being produced.
- Beginning Bates Number and Ending Bates Number should be two separate fields.
- A complete list of metadata fields is included in paragraph 9(f).

f. Metadata. For all ESI records, provide all of the following metadata fields: Bates Beg, Bates End, Bates Beg Attach, Bates End Attach, Parent/Attachment, Attachment Count, Attachment IDs, Parent Document ID, Relativity Image Count, Custodian, Company, Volume, Properties, Paragraph, Record Type, Email Subject, Folder ID, Email From, Email To, Author, Email CC, Email BCC, Title, Message From, Document Time Date, Date Sent, Time Sent, Date Time Created, Date Time Saved, Date Time Last Modified, Date Time Received, File Extension,

Date Time Accessed, Unread, Sensitivity, Importance, File Name, File Size, Application, File Type, Original Folder Path, MD5 Hash, Hidden Slides, Comments, Hidden Content, Word Revisions, Last Edited By, Conversation Index, Conversation Topic, Text Precedence, FILE_PATH.

g. Spreadsheets. For spreadsheets that were originally created using common, off-the-shelf software (*e.g.*, Microsoft Excel), produce the spreadsheets in native format and, in addition, in TIFF format. Native file documents must be named per the Beginning Bates Number. The full path of the native file must be provided in the .dat file.

16. Hard copy documents shall be produced as follows:

a. TIFFs. Black and white images shall be delivered as single page Group IV TIFF image files. Color images must be produced in .jpeg format. Image file names should not contain spaces or special characters and must have a unique file name, *i.e.*, Beginning Bates Number. Images must be endorsed with sequential Bates numbers in the lower right corner of each image.

b. Unique IDs. Each image should have a unique file name and should be named with the Bates number assigned to it.

c. OCR. High-quality document level OCR text files should be provided in a separate folder, one text file per document. Each text file should match the respective TIFF filename (Beginning Bates Number). For redacted documents, provide the re-OCR'd version.

d. Database Load Files/Cross-Reference Files. Records should be provided in a format compatible with the following industry standards.

- The image cross-reference file to link the images to the database should be a comma-delimited file with a line in the cross-reference file for every image in the database.
- The data file (.dat) should contain all the fielded information that will be loaded into the database.
- The first line of the .dat file must be a header row identifying the field names.
- The .date file must use the following *Concordance* default delimiters:
 - Comma ¶ ASCII character (020)
 - Quote þ ASCII character (254)
- Date Fields should be provided in the format mm/dd/yyyy.
- Date and time fields must be two separate fields.
- If the production includes imaged emails and attachments, the attachment fields must be included to preserve the parent/child relationship between an email and its attachments.

- An OCRPATH field must be included to provide the file path name of the extracted text file(s).
- Each text file must be named after the Beginning Bates Number.
- For production with native files, a File-Path field must be included in the .dat file to provide the file path and name of the native file being produced
- Beginning Bates Number and Ending Bates Number should be two separate fields.

e. Unitizing of Records. In scanning hard copy records, distinct records should not be merged into a single record, and single records should not be split into multiple records (*i.e.*, hard copy records should be logically unitized).

f. Parent-Child Relationships. Parent-child relationships (the association between an attachment and its parent record) should be preserved.

g. Objective Coding Fields. The following objective coding fields should be provided: Bates Beg, Bates End, Bates Beg Attach, Bates End Attach, Parent/Attachment, Attachment Count, Attachment IDs, Parent Document ID, Relativity Image Count, and Custodian.

17. Unless otherwise indicated, the relevant time period applicable to the Requests is June 1, 2013 through the date of your response.

THE REQUESTS

1. All documents identified in CNO's Initial Disclosures pursuant to FRCP 26(a).
2. All documents upon which CNO intends to rely upon at trial.
3. Documents sufficient to identify all of CNO's employees and agents who dealt with any of the Platinum-Related Parties or the Beechwood Defendants, as well as their respective titles, dates of employment and job descriptions.
4. All documents and communications with any experts CNO intends to call at trial.
5. All documents concerning CNO's "spin-off" of SHIP described in the PPCO Complaint.
6. All documents concerning the financial performance of CNO's long term care ("LTC") insurance lines of business described in the PPCO Complaint, including without limitation, documents concerning CNO's anticipated or actual exposure on its LTC policies in or around February 2014.
7. All documents and communications concerning the Master Services Agreement between Fuzion and SHIP described in the PPCO Complaint, including without limitation, the negotiations concerning that agreement, and any action or proposed changes or modifications thereto.

8. All documents and communications concerning the Master Services Agreement between Fuzion and Beechwood Re described in the PPCO Complaint, including without limitation, the negotiations concerning that agreement, and any action or proposed changes or modifications thereto.

9. All documents, including calendar entries, that refer or relate to any meeting, discussion, or communication between or among any of the following: Taylor, Feuer, Levy, the corporate Beechwood Defendants, CNO, SHIP or any of their respective employees or representatives, including but not limited to notes, summaries, communications, and memoranda between January 1, 2013 and December 19, 2016.

10. All documents and communications concerning any Platinum-Related Party's ownership in and/or control over any corporate Beechwood Defendant, including without limitation, all documents and communications concerning PPCO's assertion the corporate Beechwood Defendants (a) were formed as a mechanism to funnel money into one or more of the Platinum-Related Parties, and (b) played a role in propping up one or more of the Platinum-Related Parties.

11. All documents and communications concerning the formation and capitalization of the corporate Beechwood Defendants.

12. All documents and communications concerning any Platinum-Related Party who worked for any corporate Beechwood Defendants or otherwise performed services for any corporate Beechwood Defendants.

13. All documents and communications concerning any Beechwood Defendant's use of Platinum Management (NY) LLC's office space, including all documents, including calendar entries, that refer or relate to any meetings held in Platinum Management (NY) LLC's office space between the Beechwood Defendants and CNO or SHIP or any of their respective employees or representatives, including but not limited to notes, summaries, communications, and memoranda between January 1, 2013 and December 19, 2016.

14. All documents, including calendar entries, that refer or relate to any meeting, discussion, or communication between any Platinum-Related Party and CNO or SHIP or any of their respective employees or representatives, including but not limited to notes, summaries, communications, and memoranda between January 1, 2013 and December 19, 2016.

15. All documents and communications concerning any Platinum-Related Party's use of Beechwood office space.

16. All documents and communications concerning CNO's due diligence, if any, regarding PPVA, PPCO and any Platinum-Related Parties.

17. All documents and communications concerning CNO's due diligence, if any, regarding each of the Beechwood Defendants, including without limitation, all documents and communications concerning each Beechwood Defendant's relationship, if any, with any Platinum-Related Party.

18. All documents and communications concerning any Platinum-Related Party's knowledge of the relationship between the Beechwood Defendants and CNO.
19. All documents and communications concerning meetings between any Platinum-Related Party and CNO regarding any Beechwood Defendant.
20. All documents and communications concerning any request from CNO for a Platinum-Related Party to be removed from any Form ADV submitted to the SEC.
21. All documents and communications concerning CNO's request that David Levy be fired from his position as Beechwood's Chief Investment Officer.
22. All documents and communications concerning CNO's request that its investment in PPVA or PPCO be treated on a "look through" basis.
23. All documents and communications concerning CNO's request to any Beechwood Defendant that information concerning the ultimate beneficial owners of any corporate Beechwood Defendant be removed from a presentation to insurance regulators.
24. All documents, including calendar entries, that refer or relate to any meeting, discussion, or communication between any Platinum-Related Party and CNO or any of its respective employees or representatives, including but not limited to notes, summaries, communications, and memoranda between January 1, 2013 and December 19, 2016.
25. All documents and communications regarding CNO's engagement of Nardello & Co. insofar as it relates to Taylor, Feuer, Narain, Levy, or any other Beechwood Defendant or any investment made by the Beechwood Defendants of any of CNO's assets, including but not limited to any reports issued by Nardello & Co. and communications with Nardello & Co. relating to Taylor, Feuer, Narain, Levy, or Beechwood.
26. All documents and communications concerning the Reinsurance Agreements, including without limitation, all documents and communications concerning: (a) any due diligence conducted by CNO prior to entering into the Reinsurance Agreements; (b) the negotiation of the Reinsurance Agreements; (c) any actual or proposed modifications to the Reinsurance Agreements; (d) the parties' performance under the Reinsurance Agreements; (e) the investment guidelines governing the Reinsurance Agreements; and (f) the investments made under the Reinsurance Agreements and the reported and actual valuations of each such investment.
27. All documents and communications concerning SHIP's due diligence regarding each of the Beechwood Defendants, including without limitation, all documents and communications concerning each Beechwood Defendant's relationship, if any, with any Platinum-Related Party.
28. All documents and communications concerning any Platinum-Related Party's knowledge of the relationship between the Beechwood Defendants and SHIP.
29. All documents and communications concerning meetings between any Platinum-Related Party and SHIP regarding any Beechwood Defendant.

30. All documents, including calendar entries, that refer or relate to any meeting, discussion, or communication between any Platinum-Related Party and SHIP or any of its respective employees or representatives, including but not limited to notes, summaries, communications, and memoranda between January 1, 2013 and December 19, 2016.

31. All minutes, transcripts, and audio recordings of all meetings and conferences involving PPCO's valuation committee or risk committee in which any of Taylor, Feuer, Narain, Levy, or any other Beechwood Defendant was discussed.

32. All documents and communications concerning the SHIP IMAs Letter, including without limitation, all documents and communications concerning: (a) any due diligence conducted by SHIP prior to entering into each of the SHIP IMAs; (b) the negotiation of each of the SHIP IMAs; (c) any representations or omissions upon which SHIP allegedly relied in entering into each of the SHIP IMAs; (d) any actual or proposed modifications to each of the SHIP IMAs; (e) the parties' performance under each of the SHIP IMAs; (f) the investments made under each of the SHIP IMAs and the reported and actual valuations of each such investment; (g) any alleged breaches of each of the SHIP IMAs; (h) any damages suffered by SHIP under each of the SHIP IMAs; and (i) the amount of performance fees earned and/or received under each of the SHIP IMAs.

33. All documents and communications concerning the BRILLC Side Letter, including without limitation, all documents and communications concerning: (a) any due diligence conducted by SHIP prior to entering into the BRILLC Side Letter; (b) the negotiation of the BRILLC Side Letter; (c) any representations or omissions upon which SHIP allegedly relied in entering into the BRILLC Side Letter; (d) any actual or proposed modifications to the BRILLC Side Letter; (e) the parties' performance under the BRILLC Side Letter; (f) the investments made under the BRILLC Side Letter and the reported and actual valuations of each such investment; (g) any alleged breaches of the BRILLC Side Letter; (h) any damages suffered by SHIP under the BRILLC Side Letter; and (i) the amount of performance fees earned and/or received under the BRILLC Side Letter.

34. All documents and communications concerning the Reinsurance Agreements between Beechwood Re and CNO, including without limitation, all documents and communications concerning: (a) any due diligence conducted by CNO prior to entering into the Reinsurance Agreements; (b) the negotiation of the Reinsurance Agreements; (c) any actual or proposed modifications to the Reinsurance Agreements; (d) the parties' performance under the Reinsurance Agreements; (e) the investment guidelines governing the Reinsurance Agreements; and (f) the investments made under the Reinsurance Agreements and the reported and actual valuations of each such investment.

35. All documents and communications concerning any representation by any Beechwood Defendant that PPCO or PPVA claim is false or misleading and constitutes a basis for any of the Counts in the PPCO Complaint or the PPCO Complaint, including without limitation, documents sufficient to show (a) the date on which each alleged representation was made, (b) the manner in which each alleged misrepresentation was communicated (*e.g.*, orally, electronically, in writing, etc.), (c) the specific language of each alleged representation, (d) the identity of each person making each alleged representation, (e) the identity of each person to whom each alleged representation was made, (f) the identity of each person at PPCO to whom

each alleged representation was communicated, (g) how each alleged representation was purportedly false or misleading, (h) the identity of each person at PPCO or PPVA that purportedly relied upon the alleged representation, and (i) the damages, if any, suffered by PPCO or PPVA by reason of its purported reliance on each alleged representation.

36. All documents and communications concerning any omission by any Beechwood Defendant that constitutes a basis for any of the Counts in the PPCO Complaint or the PPVA Complaint, including without limitation, documents sufficient to show (a) the identity of each person at PPCO or PPVA that purportedly relied upon each omission, (b) what action(s) PPCO or PPVA took as a result of each omission, (c) the damages suffered by PPCO or PPVA by reason of its purported reliance on each omission, and (d) when and how PPCO or PPVA became aware of facts relevant to each omission.

37. All documents and communications concerning the transactions related to the Platinum-related investments described in each of the PPCO Complaint, the PPVA Complaint and/or the SHIP Complaint, including without limitation, New Bradley House, Cashcall Inc., PPCO, PPVA, Credit Strategies LLC, ALS Capital Ventures, LC Energy LLC, Black Elk Energy Offshore Operations LLC, Golden Gate Oil LLC, PEDEVCO Corp., Northstar GOM Holdings LLC, Northstar Offshore Group LLC, Montsant Partners, LLC, China Horizon Investments Group, AGH Parent, LLC, Agera Energy, LLC, and Implant Sciences Corp.

38. All documents and communications concerning the document referred to in the PPVA Complaint as the “Nordlicht Side Letter,” including, without limitation, all documents concerning the negotiation of, performance under or the proposed amendment or modification of the Nordlicht Side Letter.

39. All documents and communications concerning the document referred to in the PPVA Complaint as the “Master Guaranty,” including, without limitation, all documents concerning the negotiation of, performance under or the proposed amendment or modification of the Master Guaranty.

40. All valuation and other financial reports CNO received concerning its investments under the Reinsurance Agreements and all documents and communications concerning such valuation and other financial reports.

41. All documents and communications between CNO and Beechwood concerning any complaints that CNO had regarding the Beechwood Defendants’ performance under the Reinsurance Agreements.

42. All documents and communications concerning any audits of Beechwood conducted by CNO under the terms of the Reinsurance Agreements.

43. All documents and communications between CNO and the New York State Department of Financial Services or the Indiana Department of Insurance regarding any Platinum-Related Party or Beechwood Defendant.

44. All documents and communications between CNO and Noble Consulting or Winthrop Capital Management concerning Taylor, Feuer, Narain, Levy, or any other Beechwood Defendant.

45. All documents and communications concerning CNO's decision to terminate the Reinsurance Agreements and recapture closed block long-term care liabilities.

46. All documents and communications concerning either of the Wall Street Journal articles, dated July 25, 2016 and September 17, 2016, cited in the SHIP Complaint.

47. All communications with any member of the news media or a public relations firm concerning any Platinum-Related Party or Beechwood Defendant.

48. All communications with any securities rating agency or securities analyst concerning any Platinum-Related Party or Beechwood Defendant.

49. All documents and communications concerning efforts undertaken by PPCO to realize the value of its investments after December 19, 2016, including without limitation all documents and communications concerning efforts to verify collateral or liquidate any of PPCO's positions.

50. All documents and communications concerning efforts undertaken by PPVA to realize the value of its investments after December 19, 2016, including without limitation all documents and communications concerning efforts to verify collateral or liquidate any of PPVA's positions.

51. All documents and communications concerning any efforts by SHIP or CNO to liquidate, sell, transfer, assign or otherwise dispose of any interest in PPVA, PPCO or any in any entity in which PPVA or PPCO held any interest (e.g., debt, equity, or otherwise), including without limitation any efforts by (a) CNO to realize the value of its investments under the Reinsurance Agreements after September 29, 2016, and (b) SHIP to realize the value of its investments under the SHIP IMAs after September 29, 2016.

52. All documents and communications concerning the transaction related to Eli Global LLC described in each of the PPCO Complaint, the PPVA Complaint and/or the SHIP Complaint.

53. All documents and communications concerning the alleged RICO enterprises or association-in-fact as alleged in the PPVA Complaint, the PPCO Complaint and the SHIP Complaint.

54. All documents and communications concerning all predicate acts of racketeering activity by each Defendant as alleged in the PPVA Complaint, the PPCO Complaint and the SHIP Complaint.

55. All documents and communications concerning all damages suffered by PPCO that are the subject of the PPCO Complaint.

56. All documents and communications concerning any of the allegations or claims set forth in the PPCO Complaint or the PPVA Complaint, to the extent not already produced in response to the foregoing requests.

Dated: February 13, 2019
New York, New York

Respectfully submitted,

LIPSIUS BENHAIM LAW LLP

/s/ Ira Lipsius

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Attorney for Defendants Beechwood Re (in Official Liquidation) s/h/a Beechwood Re Ltd., Beechwood Re Investments, LLC, B Asset Manager LP, B Asset Manager II LP, Beechwood Re Holdings, Inc., Beechwood Bermuda International LTD., Beechwood Bermuda LTD., BAM Administrative Services LLC, Beechwood Capital Group LLC, Illumin Capital Management LP, BBLN-Pedco Corp., BHLN-Pedco Corp., Mark Feuer, Feuer Family Trust, Taylor-Lau Family Trust, Scott Taylor, and Dhruv Narain in the PPVA Action and PPCO Action

TO: All Counsel of Record

Exhibit 6

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SENIOR HEALTH INSURANCE
COMPANY OF PENNSYLVANIA,

Plaintiff,

v.

BEECHWOOD RE LTD., et al.,

Defendants.

18-cv-6658 (JSR)

MARTIN TROTT and CHRISTOPHER
SMITH, as Joint Official Liquidators and
Foreign Representatives of PLATINUM
PARTNERS VALUE ARBITRAGE FUND
L.P. (in Official Liquidation) and
PLATINUM PARTNERS VALUE
ARBITRAGE FUND L.P. (in Official
Liquidation),

Plaintiffs,

v.

PLATINUM MANAGEMENT (NY) LLC,
et al.,

Defendants.

18-cv-10936 (JSR)

MELANIE L. CYGANOWSKI, as Equity Receiver for PLATINUM PARTNERS CREDIT OPPORTUNITIES MASTER FUND LP, PLATINUM PARTNERS CREDIT OPPORTUNITIES FUND (TE) LLC, PLATINUM PARTNERS CREDIT OPPORTUNITIES FUND LLC, PLATINUM PARTNERS CREDIT OPPORTUNITIES FUND INTERNATIONAL LTD., PLATINUM PARTNERS CREDIT OPPORTUNITIES FUND INTERNATIONAL (A) LTD., and PLATINUM PARTNERS CREDIT OPPORTUNITIES FUND (BL) LLC,

Plaintiffs,

v.

BEECHWOOD RE LTD., et al.,

Defendants.

18-cv-12018 (JSR)

INITIAL DISCLOSURES

The CNO Defendants (Bankers Consec Life Insurance Company, Washington National Insurance Company, CNO Financial Group, Inc. and 40/86 Advisors, Inc.) hereby provide the following initial disclosures based on the information reasonably available to them at this time.

These disclosures reflect only the current state of the CNO Defendants' knowledge, understanding, and belief regarding these subjects. The CNO Defendants and their counsel have not completed their investigation into the facts of this case. By making these disclosures, the CNO Defendants do not represent that they are identifying every document, tangible thing, or witness possibly relevant to this action. The CNO Defendants' disclosures represent a good-faith effort to identify information that they reasonably believe may be discoverable and that they may use to support their claims and defenses pursuant to Fed. R. Civ. P. 26(a)(1).

The CNO Defendants do not waive their right to object to the production of any document or tangible thing disclosed on the basis of privilege, the work product doctrine, relevancy, undue burden, or any other valid objection. The CNO Defendants reserve the right to supplement and amend these disclosures in accordance with Fed. R. Civ. P. 26(e).

1. Individuals Likely to Have Discoverable Factual Information

Pursuant to Fed. R. Civ. P. 26(a)(1)(A)(i), the CNO Defendants hereby disclose, in the attached Schedule A, the following individuals who are likely to have discoverable information that the CNO Defendants may use to support their claims or defenses. The CNO Defendants reserve the right to amend or supplement the list in Schedule A after further discovery and investigation.

The CNO Defendants reserve the right to supplement this disclosure of potential witnesses to identify, without limitation: (1) all witnesses designated in any disclosures served by any other party; (2) any and all persons listed in any deposition notices, answers to interrogatories, responses to requests for production, any and all subpoenas, and and/or other discovery in this action; (3) other witnesses upon reasonable notice to the parties; and (4) any and all witnesses necessary for impeachment and/or rebuttal purposes.

2. Documents, Electronically Stored Information, and Tangible Things

Pursuant to Fed. R. Civ. P. 26(a)(1)(A)(ii), the CNO Defendants identify the following documents in their possession, custody, or control that they may use to support their claims or defenses in this action: the documents that the parties and non-parties produced in the arbitration entitled *Bankers Conseco Life Ins. Co. et ano. v. Beechwood Re Ltd, et al.*, AAA Case No. 01-16-0004-2510. This identification is made without prejudice to the CNO Defendants' subsequent objection to the production or admissibility of such documents.

3. Computation of Damages

In their current posture as defendants, Fed. R. Civ. P. 26(a)(1)(A)(iii) does not apply to the CNO Defendants.

4. Insurance Agreements

If any insurance agreements exist under which the CNO Defendants may be indemnified for all or part of a possible judgment in the action, the CNO Defendants will produce them.

Respectfully submitted,

ALSTON & BIRD LLP

By: /s/Adam J. Kaiser

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*Attorneys for Bankers Consecro
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Washington National Insurance
Company, CNO Financial Group,
Inc., 40/86 Advisors, Inc.*

SCHEDULE A

SCHEDULE A

<u>Name</u>	<u>Company</u>	<u>Address</u>	<u>Phone Number</u>	<u>Area(s) of Knowledge</u>
Adler, Samuel	Beechwood	c/o Proskauer Rose LLP (NYC), 11 Times Square, New York, NY 10036	212-969-3000	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Ares Management L.P. Corporate Representative	Ares Management L.P.	245 Park Avenue, New York, NY 10167	800-940-6347	Beechwood's failure to disclose material facts to potential purchasers of interests in Beechwood.
Athanason, Michael	KPMG LLP	345 Park Avenue, New York, NY 10154	212-758-9700	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Barclays Corporate Representative	Barclays	1301 6th Avenue, New York, NY 10019	212-526-7000	The Platinum-Beechwood leveraging scheme.
Beren, Ezra	Platinum	c/o Proskauer Rose LLP (NYC), 11 Times Square, New York, NY 10036	212-969-3000	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Berg, Franklin	CNO	c/o Alston & Bird LLP, 90 Park Ave., New York, NY 10016	212-210-9400	CNO's recapture of reinsurance trust assets.
Billingsley, Mark	CNO	c/o Alston & Bird LLP, 90 Park Ave., New York, NY 10016	212-210-9400	The Reinsurance Agreements between BCLIC and WNIC, on the one hand, and Beechwood on the other; Beechwood's and Platinum's fraud and other wrongful conduct.
Bischof, Timothy	CNO	c/o Alston & Bird LLP, 90	212-210-9400	The Reinsurance Agreements between BCLIC and WNIC, on the one hand, and Beechwood on the other;

		Park Ave., New York, NY 10016		Beechwood's and Platinum's fraud and other wrongful conduct.
BNP Paribas Corporate Representative	BNP Paribas	787 7th Avenue, New York, NY 10019	212-841-3000	The Platinum-Beechwood leveraging scheme.
Bodner, David	Platinum	c/o Curtis, Mallet-Prevost, Colt & Mosle, LLP (NYC), 101 Park Ave., New York, NY 10178	212-696-6000	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Bonach, Ed	CNO	c/o Lowenstein Sandler, One Lowenstein Drive, Roseland NJ 07068	212-262-6700	The Reinsurance Agreements between BCLIC and WNIC, on the one hand, and Beechwood on the other; Beechwood's and Platinum's fraud and other wrongful conduct.
CC Capital Management LLC Corporate Representative	CC Capital Management LLC	555 Madison Avenue, New York, NY 10022	212-355-5515	Beechwood's failure to disclose material facts to potential purchasers of interests in Beechwood.
Crawford, Frederick (Fred)	CNO	c/o Akin Gump, 1333 New Hampshire Avenue, NW, Washington, DC 20036	202-887-4000	The Reinsurance Agreements between BCLIC and WNIC, on the one hand, and Beechwood on the other; Beechwood's and Platinum's fraud and other wrongful conduct.
Credit Suisse Corporate Representative	Credit Suisse	11 Madison Avenue, New York, NY 10010	212-325-2000	The Platinum-Beechwood leveraging scheme.
Duff & Phelps Corporation and Duff & Phelps, LLC Corporate Representative	Duff & Phelps Corporation and Duff & Phelps, LLC	55 E. 52 nd Street, New York, NY 10055	212-871-2000	Beechwood's failure to provide independent valuations and ratings for investments of reinsurance trust assets; Beechwood's failure to disclose material facts to valuation companies and rating agencies.

Edelstein, Moti	Beechwood	c/o Proskauer Rose LLP (NYC), 11 Times Square, New York, NY 10036	212-969-3000	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Egan-Jones Ratings Company Corporate Representative	Egan-Jones Ratings Company	61 Station Road, Haverford, PA 19041-1506	610-642-2411	Beechwood's failure to provide independent valuations and ratings for investments of reinsurance trust assets; Beechwood's failure to disclose material facts to valuation companies and rating agencies.
Eli Global LLC and Global Bankers Insurance Group Corporate Representative	Eli Global LLC and Global Bankers Insurance Group	2222 Sedgwick Road, Durham, NC 27713	800-223-8720	Beechwood's failure to disclose material facts to potential purchasers of interests in Beechwood.
Ernst & Young LLP Corporate Representative	Ernst & Young LLP	5 Times Square, New York, NY 10036	212-773-3000	Calculations of statutory reserves relating to the Reinsurance Agreements between BCLIC and WNIC, on the one hand, and Beechwood, on the other.
Feit, Elliot	Beechwood	c/o Proskauer Rose LLP (NYC), 11 Times Square, New York, NY 10036	212-969-3000	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Feuer, Mark (Moshe)	Beechwood	c/o Proskauer Rose LLP (NYC), 11 Times Square, New York, NY 10036	212-969-3000	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Feuer, Miriam	Beechwood	c/o Proskauer Rose LLP (NYC), 11 Times Square,	212-969-3000	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.

		New York, NY 10036		
Fritts, Bill	CNO	c/o Alston & Bird LLP, 90 Park Ave., New York, NY 10016	212-210-9400	The Reinsurance Agreements between BCLIC and WNIC, on the one hand, and Beechwood on the other; Beechwood's and Platinum's fraud and other wrongful conduct.
Hall, Matt	CNO	c/o Alston & Bird LLP, 90 Park Ave., New York, NY 10016	212-210-9400	CNO's recapture of reinsurance trust assets.
Hodgdon, Rick	Platinum & Beechwood	c/o Proskauer Rose LLP (NYC), 11 Times Square, New York, NY 10036	212-969-3000	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Horner, Jerimy	CNO	c/o Alston & Bird LLP, 90 Park Ave., New York, NY 10016	212-210-9400	CNO's recapture of reinsurance trust assets.
Huberfeld, Murray	Platinum	c/o Meister Selig & Fein LLP, 125 Park Avenue, New York, NY 10017	212-655-3500	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Indiana Department of Insurance Representative	Indiana Department of Insurance	311 W Washington St, Indianapolis, IN 46204	317-232-2385	Beechwood's failure to disclose material facts to state agencies.
Jackson, Ron	CNO	c/o Alston & Bird LLP, 90 Park Ave., New York, NY 10016	212-210-9400	The Reinsurance Agreements between BCLIC and WNIC, on the one hand, and Beechwood on the other; Beechwood's and Platinum's fraud and other wrongful conduct.

Johnson, Eric	CNO	c/o Alston & Bird LLP, 90 Park Ave., New York, NY 10016	212-210-9400	The Reinsurance Agreements between BCLIC and WNIC, on the one hand, and Beechwood on the other; Beechwood's and Platinum's fraud and other wrongful conduct. CNO's recapture of reinsurance trust assets.
Kaster, Michael	Willis Re Inc.	11 E. 44 th Street, New York, NY 10017	212-915-7600	Willis Re's brokering of the Reinsurance Agreements between BCLIC and WNIC, on the one hand, and Beechwood, on the other.
Katzenstein, Randall	Obex Group LLC	Thompson Coburn LLP, 2029 Century Park East, 19 th Floor, Los Angeles, CA 90067	310-282-2500	The Platinum-Beechwood leveraging scheme.
Katz, Michael	Platinum	c/o Proskauer Rose LLP (NYC), 11 Times Square, New York, NY 10036	212-969-3000	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Keslowitz, Ben	Beechwood	c/o Proskauer Rose LLP (NYC), 11 Times Square, New York, NY 10036	212-969-3000	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Kim, Stewart (Stew)	Platinum	c/o Proskauer Rose LLP (NYC), 11 Times Square, New York, NY 10036	212-969-3000	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Kindig, Karl	CNO	c/o Alston & Bird LLP, 90	212-210-9400	The Reinsurance Agreements between BCLIC and WNIC, on the one hand, and Beechwood on the other;

		Park Ave., New York, NY 10016		Beechwood's and Platinum's fraud and other wrongful conduct.
Kleyle, Thomas	CNO	c/o Alston & Bird LLP, 90 Park Ave., New York, NY 10016	212-210-9400	The Reinsurance Agreements between BCLIC and WNIC, on the one hand, and Beechwood on the other; Beechwood's and Platinum's fraud and other wrongful conduct.
Kline, John	CNO	c/o Alston & Bird LLP, 90 Park Ave., New York, NY 10016	212-210-9400	The Reinsurance Agreements between BCLIC and WNIC, on the one hand, and Beechwood on the other; Beechwood's and Platinum's fraud and other wrongful conduct.
KPMG LLP Corporate Representative	KPMG LLP	345 Park Avenue, New York, NY 10154	212-758-9700	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Klusmeier, James ("Jim")	CNO	c/o Alston & Bird LLP, 90 Park Ave., New York, NY 10016	212-210-9400	CNO's recapture of reinsurance trust assets.
Landesman, Uri D.	Platinum	Duane Morris, LLP (NJ) One Riverfront Plaza, Suite 1800, Newark, NJ 07102-3889	973-424-2000	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Leff, David	Platinum	827 Dorian Court, Far Rockaway, NY 11691	Unknown	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Lessing, David	Beechwood	c/o Proskauer Rose LLP (NYC), 11 Times Square, New York, NY 10036	212-969-3000	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.

Levy, David	Platinum and Beechwood	Wilson Sonsini Goodrich & Rosati (NYC), 1301 Avenue of the Americas, 40th Fl., New York, NY 10019	212-999-5800	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Lincoln International LLC and Lincoln Partners Advisors LLC Corporate Representative	Lincoln International LLC and Lincoln Partners Advisors LLC	444 Madison Avenue, New York, NY 10022	212-277-8100	Beechwood's failure to provide independent valuations and ratings for investments of reinsurance trust assets; Beechwood's failure to disclose material facts to valuation companies and rating agencies.
Long, Keith	CNO	c/o Alston & Bird LLP, 90 Park Ave., New York, NY 10016	212-210-9400	The Reinsurance Agreements between BCLIC and WNIC, on the one hand, and Beechwood on the other; Beechwood's and Platinum's fraud and other wrongful conduct.
Manela, Naftali	Platinum	Walden Macht & Haran LLP, 1 Battery Park Plaza, 34th Fl., New York, NY 10004	212-335-2030	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Mackay, Graham	Beechwood	c/o Proskauer Rose LLP (NYC), 11 Times Square, New York, NY 10036	212-969-3000	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Milliman, Inc.	Milliman, Inc.	One Penn Plaza, New York, NY 10119	212-279-7166	Beechwood's and Platinum's fraud and other wrongful conduct.
Morgan Stanley & Co. Corporate Representative	Morgan Stanley & Co.	1585 Broadway, New York, NY 10036	212-761-4000	The Platinum-Beechwood leveraging scheme.

Narain, Dhruv	Beechwood	c/o Proskauer Rose LLP (NYC), 11 Times Square, New York, NY 10036	212-969-3000	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
New York Department of Financial Services Representative	New York Department of Financial Services	One State Street, New York, NY 10004	Unknown	Beechwood's failure to disclose material facts to state agencies.
Newell Trading Group LLC Corporate Representative	Newell Trading Group LLC	Otterbourg, P.C., 230 Park Avenue, New York, NY 10169	212-661-9100	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Nickele, Chris	CNO	c/o Alston & Bird LLP, 90 Park Ave., New York, NY 10016	212-210-9400	The Reinsurance Agreements between BCLIC and WNIC, on the one hand, and Beechwood on the other; Beechwood's and Platinum's fraud and other wrongful conduct.
Nomura Securities International, Inc. Corporate Representative	Nomura Securities International, Inc.	World Wide Plaza, 309 West 49th Street, New York, NY 10019	212-667-9000	The Platinum-Beechwood leveraging scheme.
Nordlicht, Mark A. (Meir)	Platinum	535 West End Avenue, Unit 15, New York, NY 10024	Unknown	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Northwood, Alexis	Beechwood	c/o Proskauer Rose LLP (NYC), 11 Times Square, New York, NY 10036	212-969-3000	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Obex Group LLC Corporate Representative	Obex Group LLC	Thompson Coburn LLP, 2029 Century	310-282-2500	The Platinum-Beechwood leveraging scheme.

		Park East, 19 th Floor, Los Angeles, CA 90067		
Ottensoser, David	Platinum	Creizman PLLC, 747 Third Avenue Suite 200, New York, NY 10017	212-972-0200	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Poteat, Paul A.	Platinum	Otterbourg, P.C., 230 Park Avenue, New York, NY 10169	212-661-9100	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
PricewaterhouseCoopers LLP (PWC)	PWC	300 Madison Avenue, New York, NY 10017	646-471-3000	Beechwood's and Platinum's fraud and other wrongful conduct.
Rakower, Eli	Platinum	Krieger Kim & Lewin LLP, 500 Fifth Avenue, New York, NY 10110	212-390-9550	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Saks, Daniel (Danny)	Platinum	Kostelanetz & Fink, LLP, 7 World Trade Center, 34th Fl., New York, NY 10007	212-808-8100	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Rokosh, Brad	Beechwood	c/o Proskauer Rose LLP (NYC), 11 Times Square, New York, NY 10036	212-969-3000	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.

Saks, David	AmTrust Financial Services, Inc.	59 Maiden Lane, New York, NY 10038	Unknown	The Platinum-Beechwood leveraging scheme.
Scotia Bank Corporate Representative	Scotia Bank	250 Vesey Street, New York, NY 10281	212-225-5000	The Platinum-Beechwood leveraging scheme.
SanFilippo, Joseph	Platinum	c/o Proskauer Rose LLP (NYC), 11 Times Square, New York, NY 10036	212-969-3000	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Seketa, Greg	CNO	c/o Alston & Bird LLP, 90 Park Ave., New York, NY 10016	212-210-9400	The Reinsurance Agreements between BCLIC and WNIC, on the one hand, and Beechwood on the other; Beechwood's and Platinum's fraud and other wrongful conduct.
Sherry, Robert	Cantor Fitzgerald & Co.	110 E. 59th Street, New York, NY 10022	212-938-5000	The Platinum-Beechwood leveraging scheme.
Shirreffs, David	Beechwood	c/o Proskauer Rose LLP (NYC), 11 Times Square, New York, NY 10036	212-969-3000	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Slota, Will	Platinum	c/o Proskauer Rose LLP (NYC), 11 Times Square, New York, NY 10036	212-969-3000	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Small, Daniel (Dan)	Platinum	Levine Lee LLP, 650 Fifth Avenue, New York, NY 10019	212-223-4400	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.

Steinberg, David Z.	Platinum	Otterbourg, P.C., 230 Park Avenue, New York, NY 10169	212-661-9100	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Taylor, Scott	Beechwood	c/o Proskauer Rose LLP (NYC), 11 Times Square, New York, NY 10036	212-969-3000	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
TriNet Group, Inc. Corporate Representative	Ambrose Employer Group, LLC	909 Third Avenue, 10 th Floor, New York, NY 10019	888-874-6388	The Platinum-Beechwood leveraging scheme.
Walford, Robert (Rob)	Platinum	c/o Proskauer Rose LLP (NYC), 11 Times Square, New York, NY 10036	212-969-3000	The Platinum-Beechwood leveraging scheme.
Wein, Hershel	KPMG LLP	345 Park Avenue, New York, NY 10154	212-758-9700	Platinum's ownership and control of Beechwood; Beechwood's and Platinum's fraud and other wrongful conduct.
Whitmer, Steven	Beechwood	Locke Lord LLP, 111 S Wacker Dr # 4100, Chicago, IL 60606	312-443-1869	Beechwood's refusal to disclose Platinum's ownership and control of Beechwood.
Williams, Jeremy	CNO	c/o Alston & Bird LLP, 90 Park Ave., New York, NY 10016	212-210-9400	The Reinsurance Agreements between BCLIC and WNIC, on the one hand, and Beechwood on the other; Beechwood's and Platinum's fraud and other wrongful conduct.
Young, David	Wilmington Trust, N.A.	350 Park Avenue, New York, NY 10022	Unknown	Beechwood's and Platinum's fraud and other wrongful conduct.

Exhibit 7

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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 IN RE PLATINUM BEECHWOOD LITIGATION, : No. 1:18-cv-06658-JSR
 :
 ----- X

:
 SENIOR HEALTH INSURANCE COMPANY OF : No. 1:18-cv-06658-JSR
 PENNSYLVANIA, :
 :
 Plaintiff, :
 :
 -v- :
 :
 BEECHWOOD RE LTD., et al., :
 :
 Defendants, :
 :
 ----- X

:
 MARTIN TROTT and CHRISTOPHER SMITH, as : No. 1:18-cv-10936-JSR
 Joint Official Liquidators and Foreign Representatives :
 of PLATINUM PARTNERS VALUE ARBITRAGE :
 FUND L.P. (in Official Liquidation) and PLATINUM :
 PARTNERS VALUE ARBITRAGE FUND L.P. :
 (in Official Liquidation), :
 :
 Plaintiff, :
 :
 -v- :
 :
 PLATINUM MANAGEMENT (NY) LLC, et al., :
 :
 Defendants, :
 :
 ----- X

:
 MELANIE L. CYGANOWSKI, as Equity Receiver for : No. 1:18-cv-12018-JSR
 PLATINUM PARTNERS CREDIT OPPORTUNITIES :
 MASTER FUND LP, PLATINUM PARTNERS CREDIT :
 OPPORTUNITIES FUND (TE) LLC, PLATINUM :
 PLATINUM PARTNERS CREDIT OPPORTUNITIES :
 FUND INTERNATIONAL LTD., PLATINUM :
 PARTNERS CREDIT OPPORTUNITIES FUND :
 :

INTERNATIONAL (A) LTD., and PLATINUM	:
PARTNERS CREDIT OPPORTUNITIES FUND (BL)	:
LLC,	:
Plaintiff,	:
	:
-v-	:
	:
BEECHWOOD RE LTD., et al.	:
	:
Defendants,	:
	:
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BANKERS CONSECO LIFE INSURANCE COMPANY, WASHINGTON NATIONAL INSURANCE COMPANY, CNO FINANCIAL GROUP, INC., AND 4086 ADVISORS, INC.’S RESPONSE TO DEFENDANTS BEECHWOOD RE, BEECHWOOD RE INVESTMENTS LLC, B ASSET MANAGER LP, B ASSET MANAGER II LP, BEECHWOOD RE HOLDINGS, INC., BEECHWOOD BERMUDA INTERNATIONAL LTD., BEECHWOOD BERMUDA LTD., BAM ADMINISTRATIVE SERVICES LLC, BEECHWOOD CAPITAL GROUP LLC, ILLUMIN CAPITAL MANAGEMENT LP, BBLN-PEDCO CORP., BHLN-PEDCO CORP., MARK FEUER, FEUER FAMILY TRUST, TAYLOR-LAU FAMILY TRUST, SCOTT TAYLOR, AND DHRUV NARAIN FIRST REQUEST FOR PRODUCTION OF DOCUMENTS.

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, Bankers Conesco Life Insurance Company, Washington National Life Insurance Company, CNO Financial Group, Inc. and 40|86 Advisors, Inc. (collectively referred to as “CNO”) by and through their attorneys, Alston & Bird LLP, hereby respond to Defendants Beechwood Re (in Official Liquidation) s/h/a Beechwood Re Ltd., Beechwood Re Investments, LLC, B Asset Manager LP, B Asset Manager II LP, Beechwood Re Holdings, Inc., Beechwood Bermuda International LTD., Beechwood Bermuda Ltd., BAM Administrative Services LLC, Beechwood Capital Group LLC, Illumin Capital Management LP, BBLN-Pedco Corp., BHLN-Pedco Corp., Mark Feuer, Feuer Family Trust, Taylor-Lau Family Trust, Scott Taylor, and Dhruv Narain first request for production of documents (the “Beechwood Requests”). CNO reserves its right to amend, modify or supplement its responses and objections.

GENERAL OBJECTIONS

The following General Objections apply to each Definition, Instruction, and Document Request, and are specifically incorporated into each of CNO’s Specific Responses, as applicable, without restating the same:

1. CNO objects to the Beechwood Requests to the extent that they seek information that may be obtained by a discovery method that is more convenient, less burdensome or less expensive.
2. CNO objects to the Beechwood Requests to the extent they seek information protected by the attorney-client privilege, the work product doctrine, and/or any other doctrines, rules, exemptions, privileges or immunities recognized under any applicable law. CNO does not waive, and intends to preserve, any applicable privilege or protection. In the event that any

privileged or protected information or document is disclosed by CNO, the disclosure is inadvertent and will not constitute a waiver of any privilege or protection. Nothing in these responses is intended as, or shall in any way be deemed, a waiver of any attorney-client privilege, any work product protection, or any other applicable privilege, immunity, or exception.

3. CNO objects to the Beechwood Requests to the extent they seek information that is not in its possession, custody, or control, or that are as readily accessible to Defendants.

4. CNO objects to the Beechwood Requests on the grounds they are overly broad and unduly burdensome, especially those Beechwood Requests that seek discovery of “all” documents.

5. CNO objects to the Beechwood Requests to the extent that they are vague, ambiguous, and/or fail to specify with reasonable particularity the information or documents sought, and/or would unreasonably require CNO to speculate as to the nature and/or scope of the information or documents sought thereby.

6. CNO objects to the Beechwood Requests to the extent that they purport to impose obligations on CNO that exceed those imposed under the Federal Rules of Civil Procedure, and/or the Court’s rules.

7. CNO objects to the Beechwood Requests to the extent that they seek information that is confidential or a trade-secret, including but not limited to, sensitive business information and private, confidential, or proprietary information concerning CNO’s business, its clients, or otherwise.

8. CNO expressly reserves and preserves all of its rights and objections, including without limitation the right to supplement this response, the right to file a motion, the right to seek to shift to Defendants any cost of review and production of documents, and the right to seek legal fees and costs associated with any motion concerning the Beechwood Requests. Further and

notwithstanding these general and the specific objections, once an appropriate Stipulated Protective Order is entered by the Court, CNO will make available to all parties via FTP site responsive documents in its possession, custody, and control, responsive to these demands and any other demands served upon it in this consolidated case, that satisfy each of the following criteria: the documents are reasonably available to CNO and can be produced with efficiency; the document request at issue is not subject to a response indicating that no responsive documents are available or objections indicating that no responsive documents will be produced; the documents were previously produced by CNO to a federal agency or were produced to CNO; and, that the requesting party has agreed to produce documents to CNO under the same or similar terms as set forth herein.

9. The failure of CNO to make a specific objection to a particular, individual Document Request is not, and shall not be construed as, an admission that responsive information exists. Likewise, any statement herein that CNO will produce documents in response to an individual Document Request does not mean that CNO in fact has such information, that any such information exists, or that any such information is relevant to the subject matter of the above-captioned litigation.

THE REQUESTS

REQUEST NO. 1:

All documents identified in CNO's Initial Disclosures pursuant to FRCP 26(a).

RESPONSE TO REQUEST NO. 1:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional

to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 2:

All documents upon which CNO intends to rely upon at trial.

RESPONSE TO REQUEST NO. 2:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 3:

Documents sufficient to identify all of CNO's employees and agents who dealt with any of the Platinum-Related Parties or the Beechwood Defendants, as well as their respective titles, dates of employment and job descriptions.

RESPONSE TO REQUEST NO. 3:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 4:

All documents and communications with any experts CNO intends to call at trial.

RESPONSE TO REQUEST NO. 4:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections at the appropriate time for expert disclosures.

REQUEST NO. 5:

All documents concerning CNO's "spin-off" of SHIP described in the PPCO Complaint.

RESPONSE TO REQUEST NO. 5:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request as it is vague and ambiguous, and utilizes undefined terms, and to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 6:

All documents concerning the financial performance of CNO's long term care ("LTC") insurance lines of business described in the PPCO Complaint, including without limitation,

documents concerning CNO's anticipated or actual exposure on its LTC policies in or around February 2014.

RESPONSE TO REQUEST NO. 6:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 7:

All documents and communications concerning the Master Services Agreement between Fuzion and SHIP described in the PPCO Complaint, including without limitation, the negotiations concerning that agreement, and any action or proposed changes or modifications thereto.

RESPONSE TO REQUEST NO. 7:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 8:

All documents and communications concerning the Master Services Agreement between Fuzion and Beechwood Re described in the PPCO Complaint, including without limitation, the negotiations concerning that agreement, and any action or proposed changes or modifications thereto.

RESPONSE TO REQUEST NO. 8:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 9:

All documents, including calendar entries, that refer or relate to any meeting, discussion, or communication between or among any of the following: Taylor, Feuer, Levy, the corporate Beechwood Defendants, CNO, SHIP or any of their respective employees or representatives, including but not limited to notes, summaries, communications, and memoranda between January 1, 2013 and December 19, 2016.

RESPONSE TO REQUEST NO. 9:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 10:

All documents and communications concerning any Platinum-Related Party's ownership in and/or control over any corporate Beechwood Defendant, including without limitation, all documents and communications concerning PPCO's assertion the corporate Beechwood Defendants (a) were formed as a mechanism to funnel money into one or more of the Platinum-Related Parties, and (b) played a role in propping up one or more of the Platinum-Related Parties.

RESPONSE TO REQUEST NO. 10:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 11:

All documents and communications concerning the formation and capitalization of the corporate Beechwood Defendants.

RESPONSE TO REQUEST NO. 11:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 12:

All documents and communications concerning any Platinum-Related Party who worked for any corporate Beechwood Defendants or otherwise performed services for any corporate Beechwood Defendants.

RESPONSE TO REQUEST NO. 12:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 13:

All documents and communications concerning any Beechwood Defendant's use of Platinum Management (NY) LLC's office space, including all documents, including calendar entries, that refer or relate to any meetings held in Platinum Management (NY) LLC's office space between the Beechwood Defendants and CNO or SHIP or any of their respective employees or representatives, including but not limited to notes, summaries, communications, and memoranda between January 1, 2013 and December 19, 2016.

RESPONSE TO REQUEST NO. 13:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 14:

All documents, including calendar entries, that refer or relate to any meeting, discussion, or communication between any Platinum-Related Party and CNO or SHIP or any of their respective employees or representatives, including but not limited to notes, summaries, communications, and memoranda between January 1, 2013 and December 19, 2016.

RESPONSE TO REQUEST NO. 14:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 15:

All documents and communications concerning any Platinum-Related Party's use of Beechwood office space.

RESPONSE TO REQUEST NO. 15:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 16:

All documents and communications concerning CNO's due diligence, if any, regarding PPVA, PPCO and any Platinum-Related Parties.

RESPONSE TO REQUEST NO. 16:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to

this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 17:

All documents and communications concerning CNO's due diligence, if any, regarding each of the Beechwood Defendants, including without limitation, all documents and communications concerning each Beechwood Defendant's relationship, if any, with any Platinum-Related Party.

RESPONSE TO REQUEST NO. 17:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 18:

All documents and communications concerning any Platinum-Related Party's knowledge of the relationship between the Beechwood Defendants and CNO.

RESPONSE TO REQUEST NO. 18:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional

to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 19:

All documents and communications concerning meetings between any Platinum-Related Party and CNO regarding any Beechwood Defendant.

RESPONSE TO REQUEST NO. 19:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 20:

All documents and communications concerning any request from CNO for a Platinum-Related Party to be removed from any Form ADV submitted to the SEC.

RESPONSE TO REQUEST NO. 20:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. In addition, certain communications with regulators are privileged and confidential under applicable state law. Subject to and without waiving any of the

general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 21:

All documents and communications concerning CNO's request that David Levy be fired from his position as Beechwood's Chief Investment Officer.

RESPONSE TO REQUEST NO. 21:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 22:

All documents and communications concerning CNO's request that its investment in PPVA or PPCO be treated on a "look through" basis.

RESPONSE TO REQUEST NO. 22:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 23:

All documents and communications concerning CNO's request to any Beechwood Defendant that information concerning the ultimate beneficial owners of any corporate Beechwood Defendant be removed from a presentation to insurance regulators.

RESPONSE TO REQUEST NO. 23:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 24:

All documents, including calendar entries, that refer or relate to any meeting, discussion, or communication between any Platinum-Related Party and CNO or any of its respective employees or representatives, including but not limited to notes, summaries, communications, and memoranda between January 1, 2013 and December 19, 2016.

RESPONSE TO REQUEST NO. 24:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 25:

All documents and communications regarding CNO's engagement of Nardello & Co. insofar as it relates to Taylor, Feuer, Narain, Levy, or any other Beechwood Defendant or any investment made by the Beechwood Defendants of any of CNO's assets, including but not limited to any reports issued by Nardello & Co. and communications with Nardello & Co. relating to Taylor, Feuer, Narain, Levy, or Beechwood.

RESPONSE TO REQUEST NO. 25:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 26:

All documents and communications concerning the Reinsurance Agreements, including without limitation, all documents and communications concerning: (a) any due diligence conducted by CNO prior to entering into the Reinsurance Agreements; (b) the negotiation of the Reinsurance Agreements; (c) any actual or proposed modifications to the Reinsurance Agreements; (d) the parties' performance under the Reinsurance Agreements; (e) the investment guidelines governing the Reinsurance Agreements; and (f) the investments made under the Reinsurance Agreements and the reported and actual valuations of each such investment.

RESPONSE TO REQUEST NO. 26:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections,

CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 27:

All documents and communications concerning SHIP's due diligence regarding each of the Beechwood Defendants, including without limitation, all documents and communications concerning each Beechwood Defendant's relationship, if any, with any Platinum-Related Party.

RESPONSE TO REQUEST NO. 27:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 28:

All documents and communications concerning any Platinum-Related Party's knowledge of the relationship between the Beechwood Defendants and SHIP.

RESPONSE TO REQUEST NO. 28:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 29:

All documents and communications concerning meetings between any Platinum-Related Party and SHIP regarding any Beechwood Defendant.

RESPONSE TO REQUEST NO. 29:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 30:

All documents, including calendar entries, that refer or relate to any meeting, discussion, or communication between any Platinum-Related Party and SHIP or any of its respective employees or representatives, including but not limited to notes, summaries, communications, and memoranda between January 1, 2013 and December 19, 2016.

RESPONSE TO REQUEST NO. 30:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 31:

All minutes, transcripts, and audio recordings of all meetings and conferences involving PPCO's valuation committee or risk committee in which any of Taylor, Feuer, Narain, Levy, or any other Beechwood Defendant was discussed.

RESPONSE TO REQUEST NO. 31:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 32:

All documents and communications concerning the SHIP IMAs Letter, including without limitation, all documents and communications concerning: (a) any due diligence conducted by SHIP prior to entering into each of the SHIP IMAs; (b) the negotiation of each of the SHIP IMAs; (c) any representations or omissions upon which SHIP allegedly relied in entering into each of the SHIP IMAs; (d) any actual or proposed modifications to each of the SHIP IMAs; (e) the parties' performance under each of the SHIP IMAs; (f) the investments made under each of the SHIP IMAs and the reported and actual valuations of each such investment; (g) any alleged breaches of each of the SHIP IMAs; (h) any damages suffered by SHIP under each of the SHIP IMAs; and (i) the amount of performance fees earned and/or received under each of the SHIP IMAs.

RESPONSE TO REQUEST NO. 32:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files and to the extent that it seeks documents related to SHIP which would be much less burdensome to seek from SHIP itself. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of

the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 33:

All documents and communications concerning the BRILLC Side Letter, including without limitation, all documents and communications concerning: (a) any due diligence conducted by SHIP prior to entering into the BRILLC Side Letter; (b) the negotiation of the BRILLC Side Letter; (c) any representations or omissions upon which SHIP allegedly relied in entering into the BRILLC Side Letter; (d) any actual or proposed modifications to the BRILLC Side Letter; (e) the parties' performance under the BRILLC Side Letter; (f) the investments made under the BRILLC Side Letter and the reported and actual valuations of each such investment; (g) any alleged breaches of the BRILLC Side Letter; (h) any damages suffered by SHIP under the BRILLC Side Letter; and (i) the amount of performance fees earned and/or received under the BRILLC Side Letter.

RESPONSE TO REQUEST NO. 33:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files and to the extent that it seeks documents related to SHIP which would be much less burdensome to seek from SHIP itself. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 34:

All documents and communications concerning the Reinsurance Agreements between Beechwood Re and CNO, including without limitation, all documents and communications concerning: (a) any due diligence conducted by CNO prior to entering into the Reinsurance Agreements; (b) the negotiation of the Reinsurance Agreements; (c) any actual or proposed modifications to the Reinsurance Agreements; (d) the parties' performance under the Reinsurance Agreements; (e) the investment guidelines governing the Reinsurance Agreements; and (f) the investments made under the Reinsurance Agreements and the reported and actual valuations of each such investment.

RESPONSE TO REQUEST NO. 34:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 35:

All documents and communications concerning any representation by any Beechwood Defendant that PPCO or PPVA claim is false or misleading and constitutes a basis for any of the Counts in the PPCO Complaint or the PPCO Complaint, including without limitation, documents sufficient to show (a) the date on which each alleged representation was made, (b) the manner in which each alleged misrepresentation was communicated (*e.g.*, orally, electronically, in writing, etc.), (c) the specific language of each alleged representation, (d) the identity of each person making each alleged representation, (e) the identity of each person to whom each alleged representation was made, (f) the identity of each person at PPCO to whom each alleged representation was communicated, (g) how each alleged representation was purportedly false or misleading, (h) the identity of each person at PPCO or PPVA that purportedly relied upon the alleged representation, and (i) the damages, if any, suffered by PPCO or PPVA by reason of its purported reliance on each alleged representation.

RESPONSE TO REQUEST NO. 35:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files and to the extent that it seeks documents related to claims by PPCO and PPVA which would be much less burdensome to seek from PPCO and PPVA directly. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the

responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 36:

All documents and communications concerning any omission by any Beechwood Defendant that constitutes a basis for any of the Counts in the PPCO Complaint or the PPVA Complaint, including without limitation, documents sufficient to show (a) the identity of each person at PPCO or PPVA that purportedly relied upon each omission, (b) what action(s) PPCO or PPVA took as a result of each omission, (c) the damages suffered by PPCO or PPVA by reason of its purported reliance on each omission, and (d) when and how PPCO or PPVA became aware of facts relevant to each omission.

RESPONSE TO REQUEST NO. 36:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files and to the extent that it seeks documents related to claims by PPCO and PPVA which would be much less burdensome to seek from PPCO and PPVA directly. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 37:

All documents and communications concerning the transactions related to the Platinum-related investments described in each of the PPCO Complaint, the PPVA Complaint and/or the SHIP Complaint, including without limitation, New Bradley House, Cashcall Inc., PPCO, PPVA, Credit Strategies LLC, ALS Capital Ventures, LC Energy LLC, Black Elk Energy Offshore Operations LLC, Golden Gate Oil LLC, PEDEVCO Corp., Northstar GOM Holdings LLC, Northstar Offshore Group LLC, Montsant Partners, LLC, China Horizon Investments Group, AGH Parent, LLC, Agera Energy, LLC, and Implant Sciences Corp.

RESPONSE TO REQUEST NO. 37:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files and to the extent that it seeks documents related to claims by PPCO and PPVA which would be much less burdensome to seek from PPCO and PPVA directly. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 38:

All documents and communications concerning the document referred to in the PPVA Complaint as the “Nordlicht Side Letter,” including, without limitation, all documents concerning the negotiation of, performance under or the proposed amendment or modification of the Nordlicht Side Letter.

RESPONSE TO REQUEST NO. 38:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files and to the extent that it seeks documents related to claims by PPVA which would be much less burdensome to seek from PPVA directly. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 39:

All documents and communications concerning the document referred to in the PPVA Complaint as the “Master Guaranty,” including, without limitation, all documents concerning the negotiation of, performance under or the proposed amendment or modification of the Master Guaranty.

RESPONSE TO REQUEST NO. 39:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files and to the extent that it seeks documents related to claims by PPVA which would be much less burdensome to seek from PPVA directly. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 40:

All valuation and other financial reports CNO received concerning its investments under the Reinsurance Agreements and all documents and communications concerning such valuation and other financial reports.

RESPONSE TO REQUEST NO. 40:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 41:

All documents and communications between CNO and Beechwood concerning any complaints that CNO had regarding the Beechwood Defendants' performance under the Reinsurance Agreements.

RESPONSE TO REQUEST NO. 41:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 42:

All documents and communications concerning any audits of Beechwood conducted by CNO under the terms of the Reinsurance Agreements.

RESPONSE TO REQUEST NO. 42:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 43:

All documents and communications between CNO and the New York State Department of Financial Services or the Indiana Department of Insurance regarding any Platinum-Related Party or Beechwood Defendant.

RESPONSE TO REQUEST NO. 43:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. In addition, certain communications with regulators are privileged and confidential under applicable state law. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 44:

All documents and communications between CNO and Noble Consulting or Winthrop Capital Management concerning Taylor, Feuer, Narain, Levy, or any other Beechwood Defendant.

RESPONSE TO REQUEST NO. 44:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 45:

All documents and communications concerning CNO's decision to terminate the Reinsurance Agreements and recapture closed block long-term care liabilities.

RESPONSE TO REQUEST NO. 45:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 46:

All documents and communications concerning either of the Wall Street Journal articles, dated July 25, 2016 and September 17, 2016, cited in the SHIP Complaint.

RESPONSE TO REQUEST NO. 46:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 47:

All communications with any member of the news media or a public relations firm concerning any Platinum-Related Party or Beechwood Defendant.

RESPONSE TO REQUEST NO. 47:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 48:

All communications with any securities rating agency or securities analyst concerning any Platinum-Related Party or Beechwood Defendant.

RESPONSE TO REQUEST NO. 48:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 49:

All documents and communications concerning efforts undertaken by PPCO to realize the value of its investments after December 19, 2016, including without limitation all documents and communications concerning efforts to verify collateral or liquidate any of PPCO's positions.

RESPONSE TO REQUEST NO. 49:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files and to the extent that it seeks documents related to claims by PPCO and PPVA which would be much less burdensome to seek from PPCO and PPVA directly. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 50:

All documents and communications concerning efforts undertaken by PPVA to realize the value of its investments after December 19, 2016, including without limitation all documents and communications concerning efforts to verify collateral or liquidate any of PPVA's positions.

RESPONSE TO REQUEST NO. 50:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files and to the extent that it seeks documents related to claims by PPCO and PPVA which would be much less burdensome to seek from PPCO and PPVA directly. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 51:

All documents and communications concerning any efforts by SHIP or CNO to liquidate, sell, transfer, assign or otherwise dispose of any interest in PPVA, PPCO or any in any entity in which PPVA or PPCO held any interest (*e.g.*, debt, equity, or otherwise), including without limitation any efforts by (a) CNO to realize the value of its investments under the Reinsurance Agreements after September 29, 2016, and (b) SHIP to realize the value of its investments under the SHIP IMAs after September 29, 2016.

RESPONSE TO REQUEST NO. 51:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 52:

All documents and communications concerning the alleged RICO enterprises or association-in-fact as alleged in the PPVA Complaint, the PPCO Complaint and the SHIP Complaint.

RESPONSE TO REQUEST NO. 52:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files and to the extent that it seeks documents related to claims by SHIP, PPCO and PPVA which would be much less burdensome to seek from SHIP, PPCO and PPVA directly. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections,

CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 53:

All documents and communications concerning the transaction related to Eli Global LLC described in each of the PPCO Complaint, the PPVA Complaint and/or the SHIP Complaint.

RESPONSE TO REQUEST NO. 53:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files and to the extent that it seeks documents related to claims by SHIP, PPCO and PPVA which would be much less burdensome to seek from SHIP, PPCO and PPVA directly. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 54:

All documents and communications concerning all predicate acts of racketeering activity by each Defendant as alleged in the PPVA Complaint, the PPCO Complaint and the SHIP Complaint.

RESPONSE TO REQUEST NO. 54:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files and to the extent that it seeks documents related to claims by SHIP, PPCO and PPVA which would be much less burdensome to seek from SHIP, PPCO and PPVA directly. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not

reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 55:

All documents and communications concerning all damages suffered by PPCO that are the subject of the PPCO Complaint.

RESPONSE TO REQUEST NO. 55:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files and to the extent that it seeks documents related to claims by PPCO which would be much less burdensome to seek from PPCO directly. CNO further objects to this Request to the extent that the proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

REQUEST NO. 56:

All documents and communications concerning any of the allegations or claims set forth in the PPCO Complaint or the PPVA Complaint, to the extent not already produced in response to the foregoing requests.

RESPONSE TO REQUEST NO. 56:

CNO objects to this Request to the extent it requires CNO to undertake an unduly burdensome, oppressive, and expensive search of its documents and files and to the extent that it seeks documents related to claims by PPCO and PPVA which would be much less burdensome to seek from PPCO and PPVA directly. CNO further objects to this Request to the extent that the

proposed discovery is irrelevant to the subject matter of this case, is not reasonably calculated to lead to the discovery of admissible evidence, and is not proportional to the needs of the case. Subject to and without waiving any of the general or specific objections, CNO will produce the responsive non-privileged documents related to this request in accordance with its General Objections.

Dated: March 15, 2019
New York, New York

ALSTON & BIRD LLP
/s/ Adam J. Kaiser
Adam J. Kaiser
90 Park Avenue
New York, New York 10016
Adam.kaiser@alston.com
Tel: (212) 210-9400
Fax: (212) 210-9444

CERTIFICATE OF SERVICE

I, Jenna C. Polivy, an attorney, served a copy of the foregoing on counsel of record by email on this 15th day of March, 2019.

/s/ Jenna C. Polivy
Jenna C. Polivy

Exhibit 8

Seibert, Brian

From: Polivy, Jenna <Jenna.Polivy@alston.com>
Sent: Friday, March 29, 2019 8:42 AM
To: McCormack, Aidan; Mathias, James; Seibert, Brian; Birrane, Kathleen; Deckman, Mark; Dew, Ellen; Santoro, Robert
Cc: Kaiser, Adam; Aerni, John; Main, Daniella
Subject: CNO Defendants' Document Production

[EXTERNAL]

You have recently received an invitation from Leslie Jones to download the CNO Defendants' document production responsive to your clients' first requests for production, as answered in the CNO Defendants' General and Specific Objections to such requests, from an FTP site via Box.com. The documents will be available for download on this site for 30 days. We wanted to note the following.

First, although documents that the CNO Defendants have received from SHIP in the arbitration entitled *Bankers Consec Life Insurance Company and Washington National Insurance Company v. Beechwood Re Ltd, et al.* (the "Arbitration"), in connection with the subpoena Beechwood served on SHIP, are responsive to various requests for production, SHIP has asked the CNO Defendants not to produce those documents because SHIP will be producing those documents directly. Accordingly, to avoid multiple production sets of the same exact documents, SHIP's documents are not included on the FTP site.

Second, the FTP site contains documents that were produced by non-parties in the Arbitration. These documents were previously produced by the CNO Defendants to SHIP in connection with a subpoena SHIP served upon the CNO Defendants in the SHIP action. Please note that these documents should be treated as "confidential" in accordance with the Confidentiality Order entered on March 28, 2019 in the case, as they were deemed confidential in the Arbitration.

Third, many of the requests for documents received by the CNO Defendants, including requests from the Beechwood parties, expressly sought documents produced by Beechwood in the above-mentioned arbitration. Notably, Beechwood's own requests for production – including requests numbers 1, 3, 9, 10, 11, 12, 14, 15, 18, 19, 21-26, 28-31, 34-37, 40-45, 49-56 – specifically seek the production of such documents. Notwithstanding the express demand in Beechwood's requests that the CNO Defendants produce documents from the Arbitration (including non-party documents and documents Beechwood itself produced), Beechwood has recently in an email (addressed to a lawyer representing no one in this case, by the way), interpreted its own requests differently, stating that "[s]uch requests do not call for or require the production of documents produced to your client" in the Arbitration. Putting aside that Beechwood's interpretation is utterly at odds with the plain terms of its requests, Beechwood's counsel also stated, in the very same email no less, that "Beechwood's document requests pertain only to documents that are in your clients' possession, custody, and control"; obviously, documents produced to BCLIC and WNIC are in BCLIC's and WNIC's possession, custody and control, so Beechwood is offering diametrically opposed interpretations of its own requests.

Beechwood has not served the CNO Defendants with revised requests for production striking its many requests for documents produced in the Arbitration, and thus, of course, the requests as signed by counsel and served under the Court's Order govern (any such revised requests for production would now be untimely anyway, without leave of court). As a result—and in accordance with the CNO Defendants' General and Specific Objections to all document requests including Beechwood's—the CNO Defendants will be producing in this case the documents Beechwood produced to BCLIC and WNIC in the Arbitration, just as requested in Beechwood's requests.

Nevertheless, to accommodate Beechwood's rather bizarre suggestion that it did not really seek in its requests documents that its requests expressly seek, the CNO Defendants are at this time producing Beechwood's documents only to Beechwood. We anticipate that Beechwood will directly produce these documents to other parties in accordance with other parties' document requests, but if not, we should arrange a call with Chambers to determine whether SHIP and the Receiver are entitled to these documents, which have now been produced by the CNO Defendants to Beechwood in accordance with the express terms of Beechwood's requests.

Best,
Jenna

Jenna C. Polivy
ALSTON & BIRD
90 Park Avenue
New York, NY 10016
jenna.polivy@alston.com

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Exhibit 9

Seibert, Brian

From: Kaiser, Adam <Adam.Kaiser@alston.com>
Sent: Wednesday, April 17, 2019 2:03 PM
To: Canter, Edward; Seibert, Brian
Cc: Harris, Mark D.; Holinstat, Steven H.; Eilbaum, Stacey P.; Ira S. Lipsius; Cheryl Lipsius; warren.gluck@hklaw.com; Richard.Bixter@hklaw.com; Erik B. Weinick; asilverstein@otterbourg.com; William M. Moran; Andrew S. Halpern; Gabriela S. Leon; Aerni, John; Main, Daniella; Polivy, Jenna; james.berg_piblaw.com; daniel.schleifstein_piblaw.com; John Jureller; Fiebig, Chantale; Farrell, Naima L.; McCormack, Aidan; Birrane, Kathleen; Mathias, James; Dew, Ellen; Hertzberg, Gabriel; Aerni, John; Main, Daniella; Polivy, Jenna
Subject: RE: In re Platinum-Beechwood Litigation | Call to Court

[EXTERNAL]

Ted,

Ira's confusing email—sent to no counsel appearing in this case but to our co-counsel in the arbitration—is irrelevant. The last moment Beechwood had to advise us on what documents it was or was not seeking is when Beechwood's counsel signed the document requests and hit "send."

Under Rule 34(b)(2), the onus then shifted to us to respond to Beechwood's requests. Beechwood had no ability under the Rules to dictate our response – either by asking us to produce documents that were not requested in the demand, or asking us not to produce documents that were requested in the demand. That is how this works, and Ira's email is a nullity. The formal process in the Rules for demanding documents and responding to requests doesn't include after-the-fact emails by the propounding party's counsel asking the producing party to produce or withhold documents contrary to the written document requests, especially when there is a court-imposed deadline to serve and respond to document requests and the email postdates both deadlines. If you are aware of any authority permitting a party propounding document requests to instruct the responding party to withhold documents that the propounding party expressly demanded be produced (and you do not dispute—nor can you—that Beechwood's requests expressly sought the documents Beechwood produced in the arbitration, or that BCLIC/WNIC's written responses clearly stated it would be producing documents "produced to CNO"), please share it with us.

Again, we responded to Beechwood's requests, as required by Rule 34, making clear that we were producing documents sought in Beechwood's requests, which would include—upon execution of a protective order—documents "*produced to CNO*." We then produced documents, including BCLIC/WNIC's production of documents to the SEC and the documents "*produced to CNO*" including documents produced pursuant to arbitration summonses and by Beechwood. Notably, Beechwood hasn't produced a thing, despite discovery deadlines that are readily approaching. Beechwood only seeks to delay—as it did before.

We are not going through a 900,000 page production (which would take forever and cost a fortune) and fighting with you over which documents you believe are relevant to the case. Your firm believed they were relevant to the topics in the SEC subpoena, which is why you produced them to the SEC, and the issues in the consolidated action not only overlap with the SEC's topics, but are broader than them. The process you propose is designed to add delay, not to litigate the case and especially not within the timeframe we have for discovery. The games have to come to an end.

In any event, since we have produced the documents to Beechwood in response to Beechwood's signed and served document requests, they are part of the case and I don't see how Beechwood can credibly contend otherwise, or that other parties to the case should not have access to the documents we produced pursuant to Beechwood's document

requests. That said, the present dispute does not involve us but as parties to the Cyganowski action we expect to be on any call with the Court where the Receiver is seeking access to the documents we produced to Beechwood in the case.

Best,

-adam

Adam J. Kaiser | Alston & Bird LLP

90 Park Avenue | New York, NY 10016

Telephone: 212.210.9465

Cell: 646.431.8974

Facsimile: 212.210.9444

e-mail: adam.kaiser@alston.com

From: Canter, Edward [mailto:ecanter@proskauer.com]

Sent: Wednesday, April 17, 2019 12:03 PM

To: Kaiser, Adam <Adam.Kaiser@alston.com>; Seibert, Brian <brian.seibert@dlapiper.com>

Cc: Harris, Mark D. <MHarris@proskauer.com>; Holinstat, Steven H. <sholinstat@proskauer.com>; Eilbaum, Stacey P. <SEilbaum@proskauer.com>; Ira S. Lipsius <iral@lipsiuslaw.com>; Cheryl Lipsius <clipsius@lipsiuslaw.com>;

warren.gluck@hklaw.com; Richard.Bixter@hklaw.com; Erik B. Weinick <eweinick@otterbourg.com>;

asilverstein@otterbourg.com; William M. Moran <WMoran@otterbourg.com>; Andrew S. Halpern

<ahalpern@otterbourg.com>; Gabriela S. Leon <GLEon@otterbourg.com>; Aerni, John <John.Aerni@alston.com>; Main,

Daniella <Daniella.Main@alston.com>; Polivy, Jenna <Jenna.Polivy@alston.com>; james.berg_piblaw.com

<james.berg@piblaw.com>; daniel.schleifstein_piblaw.com <daniel.schleifstein@piblaw.com>; John Jureller

<JJureller@Klestadt.com>; Fiebig, Chantale <CFiebig@gibsondunn.com>; Farrell, Naima L. <NFarrell@gibsondunn.com>;

McCormack, Aidan <aidan.mccormack@dlapiper.com>; Birrane, Kathleen <kathleen.birrane@dlapiper.com>; Mathias,

James <james.mathias@dlapiper.com>; Dew, Ellen <ellen.dew@dlapiper.com>; Hertzberg, Gabriel

<gghertzberg@curtis.com>; Aerni, John <John.Aerni@alston.com>; Main, Daniella <Daniella.Main@alston.com>; Polivy,

Jenna <Jenna.Polivy@alston.com>

Subject: RE: In re Platinum-Beechwood Litigation | Call to Court

EXTERNAL SENDER – Proceed with caution

Adam –

You're right, the present dispute is between Beechwood and SHIP and does not involve CNO.

That said, to be clear, counsel for the Beechwood parties in the Trott and Cyganowski actions, expressly informed counsel for CNO that the Beechwood parties were not seeking to have their own documents produced back to them in these cases. You can parse Mr. Lipsius' email all you want, but CNO has acknowledged it was on notice of this. To the extent that CNO believes that specific documents produced in the arbitration are relevant to its cross-claims, third-party claims or defenses in the Cyganowski action, let us know and we will produce them, if appropriate, in the consolidated case.

Please feel free to call if you would like to discuss. The distance between the parties on this issue does not seem that great. This really should be something that we can all come to a reasonable agreement on.

Best,

Ted

Edward J. Canter

Associate

Proskauer

Eleven Times Square
New York, NY 10036-8299
d 212.969.3106
f 212.969.2900
ecanter@proskauer.com

greenspaces

Please consider the environment before printing this email.

From: Kaiser, Adam <Adam.Kaiser@alston.com>

Sent: Wednesday, April 17, 2019 10:40 AM

To: Canter, Edward <ecanter@proskauer.com>; Seibert, Brian <brian.seibert@dlapiper.com>

Cc: Harris, Mark D. <MHarris@proskauer.com>; Holinstat, Steven H. <sholinstat@proskauer.com>; Eilbaum, Stacey P.

<SEilbaum@proskauer.com>; Ira S. Lipsius <iral@lipsiuslaw.com>; Cheryl Lipsius <clipsius@lipsiuslaw.com>;

warren.gluck@hklaw.com; Richard.Bixter@hklaw.com; Erik B. Weinick <eweinick@otterbourg.com>;

asilverstein@otterbourg.com; William M. Moran <WMoran@otterbourg.com>; Andrew S. Halpern

<ahalpern@otterbourg.com>; Gabriela S. Leon <GLeon@otterbourg.com>; Aerni, John <John.Aerni@alston.com>; Main,

Daniella <Daniella.Main@alston.com>; Polivy, Jenna <Jenna.Polivy@alston.com>; james.berg_piblaw.com

<james.berg@piblaw.com>; daniel.schleifstein_piblaw.com <daniel.schleifstein@piblaw.com>; John Jureller

<JJureller@Klestadt.com>; Fiebig, Chantale <CFiebig@gibsondunn.com>; Farrell, Naima L. <NFarrell@gibsondunn.com>;

McCormack, Aidan <aidan.mccormack@dlapiper.com>; Birrane, Kathleen <kathleen.birrane@dlapiper.com>; Mathias,

James <james.mathias@dlapiper.com>; Dew, Ellen <ellen.dew@dlapiper.com>; Hertzberg, Gabriel

<ghertzberg@curtis.com>; Aerni, John <John.Aerni@alston.com>; Main, Daniella <Daniella.Main@alston.com>; Polivy,

Jenna <Jenna.Polivy@alston.com>

Subject: RE: In re Platinum-Beechwood Litigation | Call to Court

Ted,

Although this present document dispute appears to be between SHIP and Beechwood, I feel compelled to respond to your statement that the "Beechwood parties did not ask WNIC/BCLIC to produce their own documents back to them."

The exact opposite is true. Beechwood's document requests to WNIC and BCLIC expressly sought all documents in their possession, custody and control concerning Beechwood, and indeed, Beechwood's first document request specifically sought all documents identified in WNIC/BCLIC's Rule 26 disclosures, which specifically identified Beechwood's documents. Once Beechwood served such broad document requests specifically demanding that WNIC/BCLIC produce all documents concerning Beechwood including but hardly limited to documents identified in WNIC/BCLIC's initial disclosures that, in turn, expressly identified Beechwood's own documents produced in arbitration, WNIC/BCLIC appropriately responded by producing the very documents Beechwood sought.

Further, WNIC/BCLIC's written responses were clear that they would be producing such documents once Judge Rakoff signed the confidentiality order, which you may recall WNIC/BCLIC insisted (without objection by Beechwood) expressly cover arbitration documents. Those responses expressly stated: "Further and notwithstanding these general and the specific objections, once an appropriate Stipulated Protective Order is entered by the Court, *CNO will make available to all parties via FTP site responsive documents in its*

possession, custody, and control, responsive to these demands and any other demands served upon it in this consolidated case, that satisfy each of the following criteria: the documents are reasonably available to CNO and can be produced with efficiency; the document request at issue is not subject to a response indicating that no responsive documents are available or objections indicating that no responsive documents will be produced; the documents were previously produced by CNO to a federal agency *or were produced to CNO*; and, that the requesting party has agreed to produce documents to CNO under the same or similar terms as set forth herein.” Beechwood never withdrew its document requests to BCLIC/WNIC, nor did it serve an amended request that would exclude its own documents. Rather, on notice that CNO would be producing documents “produced to CNO” and that the confidentiality order would include arbitration documents, and obviously aware that its own requests expressly sought Beechwood’s documents produced to CNO, Beechwood decided to keep its requests as is.



Finally, it’s not clear to me what all the hoopla is about. Beechwood is defunct and in liquidation, so this is not a situation where an ongoing business needs to protect sensitive business information. It’s only business at this point in time is defending multiple fraud suits in which practically everyone—including Platinum’s Receiver and Liquidators—pleads that Beechwood and Platinum were alter egos and committed a massive fraud.

In any event, to be clear, since WNIC/BCLIC produced the documents pursuant to Beechwood’s demands expressly seeking them, we consider them part of the case and subject to the confidentiality order.

Best,

-adam

Adam J. Kaiser | Alston & Bird LLP

90 Park Avenue | New York, NY 10016

Telephone: 212.210.9465

Cell: 646.431.8974

Facsimile: 212.210.9444

e-mail: adam.kaiser@alston.com

From: Canter, Edward [<mailto:ecanter@proskauer.com>]

Sent: Wednesday, April 17, 2019 9:26 AM

To: Seibert, Brian <brian.seibert@dlapiper.com>

Cc: Harris, Mark D. <MHarris@proskauer.com>; Holinstat, Steven H. <sholinstat@proskauer.com>; Eilbaum, Stacey P. <SEilbaum@proskauer.com>; Ira S. Lipsius <iral@lipsiuslaw.com>; Cheryl Lipsius <clipsius@lipsiuslaw.com>; warren.gluck@hklaw.com; Richard.Bixter@hklaw.com; Erik B. Weinick <eweinick@otterbourg.com>; asilverstein@otterbourg.com; William M. Moran <WMoran@otterbourg.com>; Andrew S. Halpern

<ahalpern@otterbourg.com>; Gabriela S. Leon <GLEON@otterbourg.com>; Kaiser, Adam <Adam.Kaiser@alston.com>; Aerni, John <John.Aerni@alston.com>; Main, Daniella <Daniella.Main@alston.com>; Polivy, Jenna <Jenna.Polivy@alston.com>; james.berg_piblaw.com <james.berg@piblaw.com>; daniel.schleifstein_piblaw.com <daniel.schleifstein@piblaw.com>; John Jureller <JJureller@Klestadt.com>; Fiebig, Chantale <CFiebig@gibsondunn.com>; Farrell, Naima L. <NFarrell@gibsondunn.com>; McCormack, Aidan <aidan.mccormack@dlapiper.com>; Birrane, Kathleen <kathleen.birrane@dlapiper.com>; Mathias, James <james.mathias@dlapiper.com>; Dew, Ellen <ellen.dew@dlapiper.com>; Hertzberg, Gabriel <ghertzberg@curtis.com>
Subject: RE: In re Platinum-Beechwood Litigation | Call to Court

EXTERNAL SENDER – Proceed with caution

Brian,

It's not clear that we are at an impasse. We've committed to providing you with relevant documents from the CNO arbitration. And, with that in mind, we've asked you to explain how certain categories of documents are relevant. As with our request for search terms more than two months ago, you have not responded. Are you refusing to do so?

In addition, your statement that "WNIC/BCLIC have produced [these] documents to all parties to the PPCO Receiver action with the exception of SHIP, Fuzion, the PPCO Receiver, and the reinsurance trusts" is as misleading as it is inapt. The only names you omit are the Beechwood parties, and the Beechwood parties did not ask WNIC/BCLIC to produce their own documents back to them. The suggestion that SHIP is somehow prejudiced because Beechwood, in theory, has access to its own documents is bizarre. (For the record, the documents, which were not requested, have not been downloaded by Beechwood's e-discovery vendor.)

Finally, we do appear to be at an impasse as to the Trilliant documents. We will raise it with the court in due course.

If so, please confirm.

Best,
Ted

Edward J. Canter
Associate

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f 212.969.2900
ecanter@proskauer.com

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Please consider the environment before printing this email.

From: Seibert, Brian <brian.seibert@dlapiper.com>
Sent: Tuesday, April 16, 2019 7:07 PM
To: Canter, Edward <ecanter@proskauer.com>
Cc: Harris, Mark D. <MHarris@proskauer.com>; Holinstat, Steven H. <sholinstat@proskauer.com>; Eilbaum, Stacey P. <SEilbaum@proskauer.com>; Ira S. Lipsius <iral@lipsiuslaw.com>; Cheryl Lipsius <clipsius@lipsiuslaw.com>; warren.gluck@hklaw.com; Richard.Bixter@hklaw.com; Erik B. Weinick <eweinick@otterbourg.com>; asilverstein@otterbourg.com; William M. Moran <WMoran@otterbourg.com>; Andrew S. Halpern <ahalpern@otterbourg.com>; Gabriela S. Leon <GLEON@otterbourg.com>; Kaiser, Adam <Adam.Kaiser@alston.com>;

Aerni, John <John.Aerni@alston.com>; Main, Daniella <Daniella.Main@alston.com>; Polivy, Jenna <Jenna.Polivy@alston.com>; james.berg_piblaw.com <james.berg@piblaw.com>; daniel.schleifstein_piblaw.com <daniel.schleifstein@piblaw.com>; John Jureller <JJureller@Klestadt.com>; Fiebig, Chantale <CFiebig@gibsondunn.com>; Farrell, Naima L. <NFarrell@gibsondunn.com>; McCormack, Aidan <aidan.mccormack@dlapiper.com>; Birrane, Kathleen <kathleen.birrane@dlapiper.com>; Mathias, James <james.mathias@dlapiper.com>; Dew, Ellen <ellen.dew@dlapiper.com>

Subject: RE: In re Platinum-Beechwood Litigation | Call to Court

Ted,

We have reviewed the SEC Subpoena issued to B Asset Manager LP (“BAM”) [REDACTED], which are at the very heart of the claims and defenses at issue in the three litigations. We have also reviewed the T [REDACTED]

[REDACTED] As such, we disagree with your position that SHIP/Fuzion is not entitled to the full production of those documents, particularly here where: 1) WNIC/BCLIC have produced those documents to all parties to the PPCO Receiver action with the exception of SHIP, Fuzion, the PPCO Receiver, and the reinsurance trusts; and 2) SHIP/Fuzion has produced its SEC production to the parties. All parties should have access to the same documents produced in the three litigations and as you know, there is a Confidentiality Order in place that limits the use of those documents to the extent they are designated as “Confidential”. Based on the above, it appears the parties are at an impasse and judicial intervention is necessary. Please let us know when you or someone from your team is available to call Judge Rakoff’s chambers tomorrow to address the issue with the Court. We also ask that counsel for the parties to the PPCO Receiver action and the PPVA Liquidators let us know their availability for that call.

As to your request regarding Trillant/Kala documents, the Court has already denied the Beechwood defendants’ motion to compel SHIP to produce those documents. The single allegation you cite below does not somehow make those documents relevant or otherwise overrule the Court’s January 7, 2019 order. The documents produced by SHIP in its [REDACTED] likewise have no bearing on the claims and defenses at issue in the SHIP action or the PPCO Receiver action.

Finally, we thank you for asking us whether the documents identified as “Bainbridge Excluded Items,” “BAM Excluded Items,” and “Nordlicht Excluded Items” were intended to be produced. SHIP indeed intended to produce those documents and we note that they were not excluded from prior productions.

Best,
Brian

R. Brian Seibert
Associate
T (212)-335-4534
F (917) 778-8534
E brian.seibert@dlapiper.com



DLA Piper LLP (US)
1251 Avenue of the Americas, 27th Floor
New York, New York 10020-1104
United States
www.dlapiper.com

From: Canter, Edward <ecanter@proskauer.com>
Sent: Thursday, April 11, 2019 9:17 PM
To: Dew, Ellen <ellen.dew@us.dlapiper.com>; Harris, Mark D. <MHarris@proskauer.com>; Cheryl Lipsius <clipsius@lipsiuslaw.com>
Cc: Ira S. Lipsius <iral@lipsiuslaw.com>; McCormack, Aidan <aidan.mccormack@us.dlapiper.com>; Seibert, Brian <Brian.Seibert@us.dlapiper.com>; warren.gluck@hklaw.com; Richard.Bixter@hklaw.com; Erik B. Weinick <eweinick@otterbourg.com>; Holinstat, Steven H. <sholinstat@proskauer.com>; Birrane, Kathleen <Kathleen.Birrane@us.dlapiper.com>; Mathias, James <james.mathias@us.dlapiper.com>
Subject: RE: In re Platinum-Beechwood Litigation | Call to Court

[EXTERNAL]

Hi Ellen,

Attached, please find the SEC subpoena that was served on B Asset Manager L.P. in the Platinum Management (NY) LLC investigation. Like you, we are providing this with the understanding that it may help facilitate resolution of the current discovery dispute, will be treated as confidential by all parties, and will not be deemed to have been produced in this litigation.

As Mark has said before, Beechwood is more than happy to produce any documents that have been produced to the SEC or to CNO that are relevant to this litigation—indeed, Beechwood has already produced nearly 900,000 pages of documents in this case, roughly 7x what SHIP has produced. In that spirit, we think that the easiest way to facilitate the production of relevant material would be for SHIP, PPCO, and PPVA to provide us with a list of search terms that they would like us to run against those productions. When we spoke in early February, Kathleen indicated that she was open to considering such an approach. But, during our meet and confer call last week, Aiden rejected that idea. (Counsel for the Liquidators and the Receiver did not comment on this proposal one way or the other. If they would like to provide us with search terms, we are happy to run them—even if only to narrow the number of documents in dispute.)

Our concern, broadly stated, is that SHIP is now asking for Beechwood to produce materials that are not necessarily relevant to any of the issues in the consolidated cases. [REDACTED]

Given these concerns, it would be helpful for us if you could articulate how the various documents requests made by the SEC are relevant to SHIP's claims and defenses in the consolidated action. For example, to further facilitate our discussions, and to avoid unnecessary motion practice, we would appreciate it if you could let us know how these documents are relevant to SHIP's claims and defenses in the consolidated actions:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Mark is travelling, but let's touch base on this sometime next week. In addition to Beechwood's SEC production, we would like to discuss whether you are prepared to produce documents relevant to Trilliant/Kala. In January, you told Judge Rakoff that Trilliant was a "family business operated by SHIP's former CEO, Brian Wegner" that had "nothing to do with this case."

[REDACTED]

[REDACTED] Beechwood obviously disputes that allegation, [REDACTED] It is not clear to us how the position you articulated to Judge Rakoff is still valid in light of [REDACTED] and the consolidation of discovery. We also would like to make sure that any relevant documents produced by or to SHIP in connection with the [REDACTED] have or will be produced. As above, we think that the easiest way to facilitate the production of relevant materials would be for us to provide you with a list of search terms to run against those productions. Please confirm whether you are okay with this approach.

Finally, in light of your recent clawback requests, we wanted to advise you that the custodians in SHIP's 14th production of documents are identified as "Bainbridge Excluded Items," "BAM Excluded Items," and "Nordlicht Excluded Items." We wanted to let you know in case they were not supposed to have been produced. If the production of these documents was intentional, please let us know why they were previously excluded.

Mark will be back in the office next week. Please let us know when you have time to discuss.

Best,
Ted

Edward J. Canter
Associate

[Proskauer](#)
Eleven Times Square
New York, NY 10036-8299
d 212.969.3106
f 212.969.2900
ecanter@proskauer.com

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From: Canter, Edward
Sent: Thursday, April 11, 2019 11:38 AM
To: Dew, Ellen <ellen.dew@dlapiper.com>; Harris, Mark D. <MHarris@proskauer.com>; Cheryl Lipsius <clipsius@lipsiuslaw.com>
Cc: Ira S. Lipsius <iral@lipsiuslaw.com>; McCormack, Aidan <aidan.mccormack@dlapiper.com>; Seibert, Brian <brian.seibert@dlapiper.com>; warren.gluck@hklaw.com; Richard.Bixter@hklaw.com; Erik B. Weinick <eweinick@otterbourg.com>; Holinstat, Steven H. <sholinstat@proskauer.com>; Birrane, Kathleen <kathleen.birrane@dlapiper.com>; Mathias, James <james.mathias@dlapiper.com>
Subject: RE: In re Platinum-Beechwood Litigation | Call to Court

Ellen,

Mark is travelling, but we will endeavor to respond by COB today.

Best,
Ted

Edward J. Canter
Associate

[Proskauer](#)
Eleven Times Square
New York, NY 10036-8299
d 212.969.3106
f 212.969.2900
ecanter@proskauer.com

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Please consider the environment before printing this email.

From: Dew, Ellen <ellen.dew@dlapiper.com>
Sent: Thursday, April 11, 2019 11:32 AM
To: Harris, Mark D. <MHarris@proskauer.com>; Cheryl Lipsius <clipsius@lipsiuslaw.com>
Cc: Ira S. Lipsius <iral@lipsiuslaw.com>; McCormack, Aidan <aidan.mccormack@dlapiper.com>; Seibert, Brian <brian.seibert@dlapiper.com>; warren.gluck@hklaw.com; Richard.Bixter@hklaw.com; Erik B. Weinick <eweinick@otterbourg.com>; Holinstat, Steven H. <sholinstat@proskauer.com>; Canter, Edward <ecanter@proskauer.com>; Birrane, Kathleen <kathleen.birrane@dlapiper.com>; Mathias, James <james.mathias@dlapiper.com>
Subject: RE: In re Platinum-Beechwood Litigation | Call to Court

Mark,

Please either produce the SEC subpoena served on Beechwood or confirm that Beechwood does not intend to provide this document by close of business today so that the parties may move forward in resolving the discovery dispute regarding Beechwood's refusal to produce its SEC document production in the Consolidated Actions.

Thank you.

Ellen Dew

T +1 410.580.4127
M +1 410.382.7061
E ellen.dew@dlapiper.com

From: Dew, Ellen

Sent: Tuesday, April 09, 2019 5:43 PM

To: 'Harris, Mark D.' <MHarris@proskauer.com>; Cheryl Lipsius <clipsius@lipsiuslaw.com>

Cc: Ira S. Lipsius <iral@lipsiuslaw.com>; McCormack, Aidan <aidan.mccormack@us.dlapiper.com>; Seibert, Brian <Brian.Seibert@us.dlapiper.com>; warren.gluck@hklaw.com; Richard.Bixter@hklaw.com; Erik B. Weinick <eweinick@otterbourg.com>; Holinstat, Steven H. <sholinstat@proskauer.com>; Canter, Edward <ecanter@proskauer.com>

Subject: RE: In re Platinum-Beechwood Litigation | Call to Court

Mark,

Thank you for sending the Arbitration Panel Order. As you note, we are awaiting a decision from your client regarding whether it will provide a copy of the SEC subpoena served on Beechwood to facilitate resolution of the parties' discovery disputes. To that end, attached please find a copy of the SEC subpoena that was served on SHIP in the Platinum Management (NY) LLC investigation. Additionally, as of April 8, 2019, SHIP's full SEC document production has also been produced to you in the SHIP v. Beechwood Re, Ltd., et al action.

We ask that you maintain the SHIP SEC Subpoena as confidential with the understanding that it is being provided for the limited purpose of facilitating resolution of the current dispute and is not intended to have been produced in the litigation. Thank you.

Ellen Dew

T +1 410.580.4127
M +1 410.382.7061
E ellen.dew@dlapiper.com

From: Harris, Mark D. <MHarris@proskauer.com>

Sent: Friday, April 05, 2019 2:36 PM

To: Dew, Ellen <ellen.dew@us.dlapiper.com>; Cheryl Lipsius <clipsius@lipsiuslaw.com>

Cc: Ira S. Lipsius <iral@lipsiuslaw.com>; McCormack, Aidan <aidan.mccormack@us.dlapiper.com>; Seibert, Brian <Brian.Seibert@us.dlapiper.com>; warren.gluck@hklaw.com; Richard.Bixter@hklaw.com; Erik B. Weinick <eweinick@otterbourg.com>; Holinstat, Steven H. <sholinstat@proskauer.com>; Canter, Edward <ecanter@proskauer.com>

Subject: RE: In re Platinum-Beechwood Litigation | Call to Court

[EXTERNAL]

Ellen:

As you requested during our meet-and-confer call on Wednesday, here is the arbitration panel's order concerning discovery of the SEC production. We are considering your request for the SEC subpoena directed to BAM. Are you willing to make a reciprocal disclosure of the SEC subpoena directed to SHIP? We would ask the same of PPVA and PPCO, but presumably their materials were all seized.

Best,
Mark

Mark D. Harris

Member of the Firm

Proskauer

Eleven Times Square
New York, NY 10036-8299
d 212.969.3530
f 212.969.2900
mharris@proskauer.com

From: Dew, Ellen <ellen.dew@dlapiper.com>
Sent: Tuesday, April 2, 2019 2:22 PM
To: Cheryl Lipsius <clipsius@lipsiuslaw.com>
Cc: Harris, Mark D. <MHarris@proskauer.com>; Ira S. Lipsius <iral@lipsiuslaw.com>; McCormack, Aidan <aidan.mccormack@dlapiper.com>; Seibert, Brian <brian.seibert@dlapiper.com>; warren.gluck@hklaw.com; Richard.Bixter@hklaw.com; Erik B. Weinick <eweinick@otterbourg.com>
Subject: RE: In re Platinum-Beechwood Litigation | Call to Court

Cheryl,

We are available for the meet and confer call with you and Mr. Harris on behalf of the Beechwood Defendants tomorrow, Wednesday, April 2 at 2:00 p.m. as proposed. Counsel for the JOLs of PPVA and for the PPCO Receiver will also join the call as the documents that are the subject of the meet and confer have been requested by all of these parties. Thank you. I will circulate a dial-in momentarily.

Ellen Dew

T +1 410.580.4127
M +1 410.382.7061
E ellen.dew@dlapiper.com



DLA Piper LLP (US)
www.dlapiper.com

From: Cheryl Lipsius <clipsius@lipsiuslaw.com>
Sent: Tuesday, April 02, 2019 12:40 PM
To: Dew, Ellen <ellen.dew@us.dlapiper.com>
Cc: Harris, Mark D. <mharris@proskauer.com>; Ira S. Lipsius <iral@lipsiuslaw.com>
Subject: Re: In re Platinum-Beechwood Litigation | Call to Court

[EXTERNAL]

Ellen

Please confirm that Wednesday at 2:00 still works for you or suggest an alternate time.

Thank you,

Cheryl

On Mon, Apr 1, 2019 at 1:37 PM Cheryl Lipsius <clipsius@lipsiuslaw.com> wrote:

Ellen,

Mark Harris from Proskauer and I are available to meet and confer at 2:00 P.M. on Wednesday. Please confirm that time still works for you.

Best,

Cheryl

On Sat, Mar 30, 2019 at 3:45 PM Dew, Ellen <ellen.dew@dlapiper.com> wrote:

Ted,

In the interest of resolving this without the need for judicial intervention, please let us know if you are available at 1 pm on Tuesday for a call between counsel for SHIP, CNO and Beechwood to meet and confer regarding these discovery requests and the corresponding documents.

If that time does not work for the group, please propose an alternate time after 11 am on Tuesday or after 9 am on Wednesday. Thank you.

Ellen Dew

T +1 410.580.4127
M +1 410.382.7061
E ellen.dew@dlapiper.com



DLA Piper LLP (US)
www.dlapiper.com

From: Canter, Edward <ecanter@proskauer.com>
Sent: Friday, March 29, 2019 5:49 PM
To: Dew, Ellen <ellen.dew@us.dlapiper.com>
Cc: Aerni, John <John.Aerni@alston.com>; Polivy, Jenna <Jenna.Polivy@alston.com>; Main, Daniella <Daniella.Main@alston.com>; Kaiser, Adam <Adam.Kaiser@alston.com>; Eilbaum, Stacey P. <SEilbaum@proskauer.com>; Holinstat, Steven H. <sholinstat@proskauer.com>; Harris, Mark D. <MHarris@proskauer.com>; Cheryl Lipsius <clipsius@lipsiuslaw.com>; iral@lipsiuslaw.com; Sommer, Michael <msommer@wsgr.com>; John Jureller <JJureller@Klestadt.com>; Erik B. Weinick <eweinick@otterbourg.com>; Andrew S. Halpern <ahalpern@otterbourg.com>; Adam C. Silverstein <asilverstein@otterbourg.com>; McCormack, Aidan <aidan.mccormack@us.dlapiper.com>; Birrane, Kathleen <Kathleen.Birrane@us.dlapiper.com>; Mathias, James <james.mathias@us.dlapiper.com>; Seibert, Brian <Brian.Seibert@us.dlapiper.com>
Subject: RE: In re Platinum-Beechwood Litigation | Call to Court

[EXTERNAL]

Ellen,

We think that a call with the court is premature and, in all likelihood, almost certainly unnecessary. First, we had a good faith meet and confer with you on similar issues earlier this year, and it is not at all clear we are at an impasse. Second, the Beechwood entities did not ask CNO to produce to them their own documents. The suggestion that they did defies common sense. Third, it's not clear how Beechwood's position in this matter is any different than the position taken by SHIP as to its own documents; Beechwood controls its documents

and is more than capable of producing them directly to the parties in response to their discovery requests in this action (about which there has been no meet and confer at all).

Tuesday or Wednesday works best for us for a meet and confer. Please let us know what time you and your team are available.

Best,

Ted

Edward J. Canter

Associate

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ecanter@proskauer.com

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Please consider the environment before printing this email.

From: Dew, Ellen <ellen.dew@dlapiper.com>

Sent: Friday, March 29, 2019 4:39 PM

To: Aerni, John <John.Aerni@alston.com>; Polivy, Jenna <Jenna.Polivy@alston.com>; Main, Daniella <Daniella.Main@alston.com>; Kaiser, Adam <Adam.Kaiser@alston.com>; Eilbaum, Stacey P. <SEilbaum@proskauer.com>; Holinstat, Steven H. <sholinstat@proskauer.com>; Harris, Mark D. <MHarris@proskauer.com>; Cheryl Lipsius <clipsius@lipsiuslaw.com>; 'iral@lipsiuslaw.com' <iral@lipsiuslaw.com>; 'Sommer, Michael' <msommer@wsgr.com>; 'John Jureller' <JJureller@Klestadt.com>; Erik B. Weinick <eweinick@otterbourg.com>; Andrew S. Halpern <ahalpern@otterbourg.com>; Adam C. Silverstein <asilverstein@otterbourg.com>

Cc: McCormack, Aidan <aidan.mccormack@dlapiper.com>; Birrane, Kathleen <kathleen.birrane@dlapiper.com>; Mathias, James <james.mathias@dlapiper.com>; Seibert, Brian <brian.seibert@dlapiper.com>

Subject: In re Platinum-Beechwood Litigation | Call to Court

Counsel,

We understand that, based on an objection raised by the Beechwood Defendants, CNO has produced documents produced by Beechwood in the *Bankers Conseco Life Insurance Company and Washington National Insurance Company v. Beechwood Re Ltd., et al.* to Beechwood but has not included these documents in its production to the other parties in the Consolidated Action. Documents produced by Beechwood in the CNO Arbitration are responsive not only to Beechwood's own document requests to CNO but also to:

- SHIP's Document Requests to Beechwood in the SHIP Action;
- SHIP's Subpoena to BCLIC and WNIC in the SHIP Action;
- SHIP's Document Requests to Beechwood in the PPCO Action;
- SHIP's Document Requests to CNO in the PPCO Action.

These documents are obviously relevant to the pending litigation and therefore should be produced to SHIP immediately. It is patently unfair that, in the Consolidated Actions, CNO and Beechwood have access to these documents but SHIP does not. Please advise whether you are available for a call to the Court on **Monday, April 1, 2019 at 11:00 am** to discuss the parties' obligation to produce documents previously produced by Beechwood in the arbitration to SHIP.

I will circulate a calendar invitation with a dial-in shortly.

Thank you.

Ellen Dew

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M +1 410.382.7061
E ellen.dew@dlapiper.com



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www.dlapiper.com

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--

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Tel: 212-981-8440 Ext. 226
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Exhibit 10

Seibert, Brian

From: Eilbaum, Stacey P. <SEilbaum@proskauer.com>
Sent: Thursday, January 03, 2019 9:42 PM
To: Benjamin_Gifford@nysd.uscourts.gov
Cc: Harris, Mark D.; Holinstat, Steven H.; Canter, Edward; Chantale Fiebig, Esq. (cfiebig@gibsondunn.com); 'John Jureller'; McCormack, Aidan; Seibert, Brian; Dew, Ellen; Mathias, James; Birrane, Kathleen; Deckman, Mark; 'Sommer, Michael'
Subject: Senior Health Insurance Company of Pennsylvania v. Beechwood Re Ltd., et al, 18cv6658
Attachments: SHIP v. Beechwood -- Discovery Disputes.DOCX; Beechwood Ex. 1.pdf; Beechwood Ex. 2.pdf; SHIP Ex. A.pdf; SHIP Ex. B.pdf; SHIP's Ex. C.pdf

[EXTERNAL]

Dear Mr. Gifford:

We are counsel for B Asset Manager, L.P., Beechwood Bermuda International Ltd., Beechwood Re Investments, LLC, Mark Feuer, Scott Taylor, and Dhruv Narain and are authorized to submit this email to you on behalf of all the parties to the above-referenced action (other than David Levy who is not raising or responding to any discovery disputes that are the subject of this email).

Further to our call on December 11, 2018, the parties are submitting this email to raise certain discovery disputes with the Court. Those disputes along with the parties' respective exhibits are attached.

Respectfully,

Stacey Eilbaum

Stacey Eilbaum
Associate

[Proskauer](#)
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SEilbaum@proskauer.com

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**Senior Health Insurance Company of Pennsylvania v. Beechwood Re Ltd., et al, 18cv6658
Discovery Disputes**

**I. Discovery Disputes Regarding Plaintiff's Responses to Defendants' First
Request for Production and B Asset Manager, L.P.'s First Set of Interrogatories**

A. Document Request Nos. 17-18

Request No. 17: A copy of the Senior Health Insurance Company of Pennsylvania: Investment Objectives, Policies and Guidelines, Version 1.6, and all documents and documents interpreting this document and/or evidencing permissible investments that can be made in accordance therewith. (Emphasis added.)

Request No. 18: A copy of the Senior Health Insurance Company of Pennsylvania: Investment Objectives, Policies and Guidelines, Version 1.7, and all documents and communications interpreting this document and/or evidencing permissible investments that can be made in accordance therewith. (Emphasis added.)

Defendants' Position: SHIP has objected to producing internal and external documents and communications interpreting SHIP's Investment Objectives, Policies and Guidelines, Versions 1.6 and 1.7 that are incorporated in and made part of the relevant Investment Management Agreements (IMAs) (the "Investment Guidelines") and/or evidencing permissible investments that can be made in accordance therewith, except to the extent such documents were communicated to defendants. Defendants object to this limitation given that the interpretation of SHIP's Investment Guidelines go to the heart of its claims for breach of the parties' IMAs that expressly incorporate these very guidelines, and to SHIP's related tort claims that seek to hold defendants liable for failing to invest SHIP's assets in accordance with these guidelines. (See, e.g., First Amended Complaint ¶¶ 87, 93, 104-09, 122-27, 140-44, 157, 286-87, 298-99, 310-11, 321, 332, 349, and 395.) Indeed, if SHIP internally agreed and/or advised another proposed investment manager or regulator that investments similar to those made by defendants are, in fact, permissible, under SHIP's Investment Guidelines, which form part of the IMAs, such documents would severely undermine SHIP's allegations that defendants violated those same guidelines in this action.

Plaintiff's Position: *In response to Request Nos. 17 and 18, SHIP has produced copies of: 1) Version 1.6 and Version 1.7 of its Investment Objectives, Policies and Guidelines (the "Guidelines"); 2) correspondence with Defendants concerning the Guidelines; and 3) SHIP's non-privileged internal correspondence discussing the Guidelines. Defendants, therefore, are mistaken in their claim that SHIP has not produced internal documents responsive to Request Nos. 17 and 18. During the parties' meet and confer discussions, Defendants advised that they seek SHIP's correspondence with investment managers other than the Defendants relating to the Guidelines. In addition, on December 26, 2018, Defendants advised for the first time that they also seek SHIP's correspondence with its regulators regarding the Guidelines. Communications with regulators or investment managers other than the Defendants, who managed SHIP's assets pursuant to different agreements with different terms, conditions, and obligations are not relevant to the claims or defenses in this litigation. In addition, certain of SHIP's communications with its regulators regarding the Guidelines may be privileged. Indeed, it is striking that Defendants can*

simultaneously refuse to produce documents relating to Beechwood's management of SHIP's assets under the IMAs that are the subject of this litigation unless the documents relate to investments specifically identified in the Second Amended Complaint while also demanding that SHIP produce documents relating to its relationships and communications with investment managers who are not parties to this litigation and have no relationship whatsoever to Beechwood's management of SHIP's assets under the IMAs. In discovery, SHIP has produced copies of its Annual Statements for the Relevant Period which identify every investment made by SHIP. While communications regarding investments other than those made by Defendants are not relevant to this action, Defendants have not identified a single investment which they claim to be "similar to those made by defendants." As such, Defendants' request for documents evidencing "permissible investments" is also not relevant to the claims or defenses at issue in this action, is overbroad, and certainly not proportional to the needs of this case as it would require SHIP to undertake a search for and produce documents relating to any investment SHIP ever made. As such, under such circumstances, SHIP should not be required to undertake the significant expense and burden of producing any further documents responsive to these Requests.

B. Document Request No. 22: All documents and communications concerning Trilliant including without limitation, all documents and communications concerning Brian Wegner's relationship to Trilliant.

Defendants' Position: SHIP is refusing to produce any documents in response to this request.

[REDACTED]

Defendants are therefore requesting documents relevant to

[REDACTED]

Such documents are highly relevant to, among other things,

Plaintiff's Position: *As currently stated, Counsel apparently is no longer broadly seeking documents related to Mr. Wegner's relationship with Trilliant but, rather, only documents that relate to the approval process that SHIP established for transactions with Beechwood. The establishment of that process is not relevant to SHIP's claims and, in any event, would necessarily include privileged communications with SHIP's counsel, Mr. Thomas Jenkins. Request No. 22 seeks documents which are not relevant to the claims and defenses before the Court in this action. Trilliant, which operates under the marketing name "Kala," is a family business operated by SHIP's former CEO, Brian Wegner. Kala describes itself as a personalized online shopping experience. Far from relevant to the claims, defenses, and facts at issue in this case, Kala purports to provide an easier way to shop. A quote from the website (www.mykala.com) demonstrates the absurdity of this request:*

Whether you're doing a home remodel, looking for the latest tech gadget, or are shopping for your favorite pet – we've got you covered. And we're

always reaching out to the Kala community to get new ideas for how we can make your experience even better.

Even if Mr. Wegner solicited an investment from “a Beechwood related company” into his family business, what Beechwood decided to do with its money is not relevant to its improper use of SHIP’s monies. Trilliant’s business and Mr. Wegner’s communications relating to Trilliant have nothing to do with this case and as such SHIP should not be required to produce documents in response to Request No. 22.

C. Document Request No. 34: All documents and communications concerning the reinsurance agreement that SHIP entered into with Roebing Re on or around July 1, 2016, including without limitation, documents sufficient to identify the identity of Roebing Re’s owner and the identity of its senior officers.

Defendants’ Position: SHIP is refusing to produce any documents in response to this request. Defendants understand that Roebing Re is the reinsurance company (along with an associated asset manager) that SHIP contracted with to essentially replace the Beechwood companies and to invest the assets that were previously being invested by the Beechwood companies. Given SHIP’s claims that it was fraudulently induced to enter into the IMAs based on alleged misrepresentations concerning the ownership, investment strategy, and capitalization of the various Beechwood companies, as well as their purported failure to disclose the connections to a hedge fund (*i.e.*, Platinum), documents relevant to any similar representations made by Roebing Re and/or its associated asset manager demanded by SHIP are relevant to assessing the materiality of the alleged representations and omissions by the Beechwood companies. Additionally, documents concerning SHIP’s relationship with Roebing Re and its associated asset manager are relevant to SHIP’s efforts to value and then sell off the assets SHIP recaptured from the Beechwood companies. We understand that SHIP entered into the reinsurance agreements with Roebing Re in July 2016 and are puzzled by Plaintiff’s position that the “agreement post-dates the relevant time period for purposes of SHIP’s claims against the Beechwood companies in this litigation.”

Plaintiff’s Position: *Defendants misunderstand the nature of SHIP’s relationship with Roebing Re. Roebing Re was a reinsurance company that provided reinsurance to SHIP beginning in 2016. Roebing Re was not SHIP’s investment manager and did not provide investment advice to SHIP. Further, the notion that Roebing Re acted as investment manager for assets previously invested by Beechwood is, as Beechwood knows, flatly untrue. Beechwood, primarily through BAM and Illumin, have continued, even up to the present, to be involved in the resolution of the IMA investments, either as an agent for investors (under agenting agreements that prohibited termination) or as co-investors. Consequently, Beechwood is fully aware of the individuals acting on behalf of SHIP with respect to the IMA investments. The reinsurance arrangement with Roebing Re is fundamentally different from the structure and terms of the Beechwood IMAs. It is inaccurate to state that SHIP “contracted with [Roebing Re] to essentially replace the Beechwood companies.” Roebing Re: (1) is not an investment manager; (2) did not replace the Beechwood companies; and (3) was not involved with the IMAs in any way during the relevant time period. Documents relating to Roebing Re are simply not relevant to the claims or defenses as issue in this litigation. Yet again, Defendants demand documents regarding relationships that have no bearing on Beechwood’s use of SHIP’s assets under the IMAs but assert*

unfairly restrictive limitations on their own willingness to produce documents relating to their own actions, inactions and communications relating to Defendants' use and misuse of SHIP's own assets which is the central issue in this litigation.

- D. Interrogatory No. 19:** Provide a computation of each category of damages alleged, including without limitation, the amount claimed, the basis for the amount claimed, the method of calculation and the components of each category of alleged damages.

Defendants' Position: Defendants have a significant dispute with SHIP over its lack of substantive response to this interrogatory. However, in light of SHIP's representation that the requested information will be provided with SHIP's expert disclosures, due December 31, 2018, Defendants have agreed not to raise this dispute with the Court at the present time.

II. Discovery Disputes Regarding Defendants' Responses to Plaintiff's First Request for Production

A. Document Request Nos. 1-3: Defendants' Improper Date Limitation

Requests Nos. 1 through 3 of SHIP's document requests seek:

Request No. 1: Documents relating to the organizational structure of Beechwood and its parents, subsidiaries, and affiliates, including, but not limited to, Documents sufficient to identify each parent, subsidiary, and affiliate and, for each entity identified, Documents sufficient to show the ownership of the entity, all changes in ownership of the entity during the Relevant Period, the capitalization of the entity, and the identity of any and all principals, officers, and executives.

Request No. 2: All Documents relating to any presentation prepared, given, or delivered by Beechwood or any Defendant (whether orally or in writing) to SHIP or any Person acting for SHIP, during the Relevant Period, regarding the qualifications, experience, and ability of Beechwood to act as an investment manager for SHIP, including, but not limited to, all Documents relied on or used to support the April 2014 presentation delivered by Beechwood to SHIP.

Request No. 3: All Documents relating to the qualifications, experience, and ability of Beechwood to act as an investment manager for SHIP, whether shared with SHIP or not.

Plaintiff's Position: Defendants have objected to searching for or producing any documents in response to these requests outside of the six month period from October 1, 2013 through May 22, 2014 based on Defendants' unilateral determination that the documents requested are only relevant to SHIP's fraudulent inducement claim. As alleged in the Second Amended Complaint, however, SHIP and Beechwood entered into IMAs on May 22, 2014, June 22, 2014, and January 15, 2015. In addition, Defendants also defrauded SHIP into investing an additional \$50 million outside of the IMAs in June 2016. Thus, Defendants attempt to limit production, on its face, is improper. In addition, the documents requested, relating to the organizational structure of Beechwood Re Ltd. ("Beechwood Re"), Beechwood Bermuda International Ltd. ("BBIL"), B

Asset Manager, L.P. (“BAM”), and Beechwood Re Investments, LLC (“BRILLC”), are relevant to all of SHIP’s claims as they may demonstrate the extent to which the Beechwood companies (as that term is defined in the response) and their affiliate entities were owned, influenced, or controlled by Platinum Partners LP or its owners, officers, or affiliates. Such documents may reveal the motivation for the Defendants’ deceptive, or at least grossly negligent actions, with respect to Defendants’ investment of SHIP’s assets throughout the life of the relationship between the parties. Similarly, documents and presentations delivered by Defendants to SHIP relating to Defendants’ qualifications to act as an investment manager for SHIP are also highly relevant to SHIP’s claims in this action. As such, SHIP respectfully requests that the Court compel Defendants to conduct a reasonable search for and to produce documents responsive to Request Nos. 1 through 3. In addition, SHIP’s claims are not limited to fraud in the inducement. They include breach of contract and breach of fiduciary obligation, as well as civil RICO. As the Second Amended Complaint makes clear, Beechwood’s bad acts were not limited to the lies and misrepresentations it made in order to induce SHIP to invest through Beechwood in the first place. Rather, between April 2014 and the present, Beechwood and all Defendants have been, and continue to be, engaged in a persistent pattern of misappropriation and misusing SHIP’s funds for their own personal benefit and gain, concealing facts about the nature of SHIP’s investments, taking unearned performance fees, etc.

Defendants’ Position: *Defendants object to Requests Nos. 1-3 on multiple grounds. First and foremost, the requested documents are only relevant to the specific misrepresentations that comprise SHIP’s fraudulent inducement claim, none of which are alleged to post-date May 22, 2014. During the meeting and confer, SHIP was not able to identify a single alleged misrepresentation relating to the Beechwood companies’ organizational structure post-May 2014. Accordingly, Defendants agreed to search for and produce during the period October 1, 2013 through May 22, 2014 (i.e., the date of the BBIL IMA):*

- *documents sufficient to show (1) the organizational structure of BRe, BBIL, BAM and BRILLC (collectively, the “**Beechwood companies**”), (2) the ownership of each of the Beechwood companies, (3) the capitalization of each of the Beechwood companies, and (4) the identity of any and all officers and directors of each of the Beechwood companies; and*
- *documents concerning those presentations specifically identified in SHIP’s complaint (i.e., the April 10, 2014 email and attachment (see Compl. ¶¶ 13, 57-61, 71) and the presentation at the May 13, 2014 SHIP Board meeting (see Compl. ¶ 65)).*

Though SHIP has attempted to assert a fraudulent inducement claim against all Defendants (other than Mr. Narain) based on the \$50 million non-IMA investment in 2016 in its First Amended Complaint, filed December 14, 2018, SHIP did not have permission from this Court to so amend. Regardless, SHIP does not claim that it was induced to make this non-IMA investment based on any representations about the Beechwood companies’ organizational structure, and therefore these requests continue to lack relevance beyond May 2014.

Second, Requests Nos. 1-3 are vague and ambiguous as to the specific entities to which the requests refer, particularly insofar as it uses the term “affiliates” of Beechwood.

Third, the Requests are overly broad and unduly burdensome in terms of the time period requested (i.e., from January 1, 2013 through the present), as there is absolutely no need to put Defendants to the cost and expense of searching for documents beyond the May 22, 2014 time period in which SHIP executed its first IMA with the Beechwood companies since there is no allegation in the complaint that there were further representations about any change in ownership or how such change impacted SHIP.

B. Request No. 7: Defendants’ Communications with Platinum Partners

SHIP’s Request No. 7 seeks:

Request No. 7: Documents relating to any communications between Beechwood and Platinum Partners with respect to any of the IMAs, including, but not limited to, the negotiation of any IMA, the terms of any IMA, the execution of any IMA, the funding of any IMA Account, performance under any IMA, the investment of any funds deposited by SHIP into an IMA Account, and any Beechwood IMA Assets.

Plaintiff’s Position: Defendants’ communications with Platinum are critical to the claims and defenses in this case. As SHIP has alleged in its Second Amended Complaint, Defendants operated as an alter-ego of Platinum and SHIP understands that Defendants were at all relevant times controlled by Platinum. [REDACTED]

[REDACTED]

Such communications are central to this action. Notwithstanding the clear relevance of these communications to this case, Defendants have objected to searching for or producing documents responsive to this Request. Defendants’ have refused to search for or produce responsive documents on the grounds that certain of these communications may be produced in response to SHIP’s other requests, including Request No. 8 (which is discussed in greater detail below). As discussed further below, Defendants have also unilaterally and improperly restricted their responses to Request No. 8 (and 33 of SHIP’s other document requests) to just the investments which are specifically named in SHIP’s Second Amended Complaint. That is not right. The pleading lists the investments as “examples.” Second Amended Complaint at ¶ 30 (“Specific examples of this conversation of SHIP’s funds to the purposes of Beechwood and its related parties, while representing consistently and falsely to SHIP that it was acting as its fiduciary and prioritizing its interests, are set forth in detail later in this Second Amended Complaint.”). Indeed, it specifically makes clear that the investments “include, but are not limited to” those examples. Second Amended Complaint at ¶ 151. All communications between Defendants and Platinum regarding the IMAs, the funding of the IMA accounts, and/or the investments into which Defendants placed SHIP’s assets are highly relevant to SHIP’s claims in this action and are well within the broad scope of discovery contemplated by the Federal Rules of Civil Procedure. Defendants should not be permitted to restrict SHIP’s ability to obtain such relevant

communications. SHIP, therefore, respectfully requests that this Court compel Defendants to conduct a reasonable search for and to produce documents responsive to SHIP's Request No. 7.

Defendants' Position: *SHIP misconstrues Defendants objection to this Request. As stated in response to Request No. 6, Defendants have agreed to search for and produce documents concerning the preparation, negotiation or possible amendment of the IMAs, which will necessarily contain communications with Platinum to the extent there are any with respect to these topics. As for the Beechwood companies' performance under the IMAs, Defendants have agreed, as reflected in response to Request No. 8 to search for and produce documents relating to each and every transaction identified by SHIP in its complaint, with such production including, without limitation, the following documents concerning such transactions: (1) the Beechwood companies' knowledge of and efforts to comply with the investment guidelines set forth in the IMAs; (2) the Beechwood companies' credit analysis, credit evaluations, due diligence, consideration, or other evaluation undertaken in connection with the decision by any of them to invest SHIP's assets under the IMAs; (3) agreements related to these transactions; (4) transaction records; (5) trade tickets; (6) materials relating to the valuation of SHIP's investments in these transactions; (7) the services performed by the Beechwood companies under the IMAs; (8) documents concerning the companies (including ratings) in which SHIP's assets were invested; and (9) the sale of assets to Eli Global in so far as it relates to the Beechwood companies' investment of SHIP's assets under the IMAs relating to these transactions. The foregoing production should include relevant communications with Platinum as well to the extent they relate to the topics raised in SHIP's complaint. Nothing more should be required.*

C. Document Request Nos. 8-14, 19-20, 22-24, 26-31, 34-48, and 55: Documents Relating to Defendants Actions or Inactions as SHIP's Investment Manager

Plaintiff's Position: Through Request Nos. 8, 9, 10, 11, 12, 13, 14, 19, 20, 22, 23, 24, 26, 27, 28, 29, 30, 31, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 55, SHIP seeks to obtain documents and communications relating to the actions or inactions taken by Defendants in their roles as SHIP's investment manager. (Verbatim transcriptions of each of the Requests identified above are attached as Exhibit C to this email). Documents responsive to these Requests are relevant to the ways in which each of the Defendants breached their fiduciary duties to SHIP, participated in the extensive fraud against SHIP, and breached their obligations under the IMAs. For example, Requests 9 and 10 seek:

Request No. 9: Documents relating to the origination and acquisition of each Beechwood IMA Asset, including the investment decision process, the ultimate purchase decision, and all communications between Beechwood and any Person related to the acquisition of the Beechwood IMA Asset on SHIP's behalf.

Request No. 10: Documents relating to Beechwood's due diligence, consideration, or evaluation of each Beechwood IMA Asset, including, but not limited to, any consideration or evaluation of the compliance or non-compliance of any Beechwood IMA Asset with SHIP's investment guidelines and any insurance laws

or regulations to which SHIP's investments were subject and the appropriateness or suitability of that Beechwood IMA Asset for SHIP.

Pursuant to the IMAs, SHIP placed assets into a custody account at Wilmington Trust. Defendants then used these assets to acquire investments, purportedly on SHIP's behalf. The account was, in some ways, similar to a discretionary trading account. SHIP, for its part, had little to no visibility into Defendants' use of SHIP's money other than the periodic account statements that it received from Wilmington Trust. Rather than producing documents evidencing Defendants' identification, due diligence, analysis, and monitoring of the investments Defendants made on SHIP's behalf as a means of clearing their names, Defendants refuse to produce documents responsive to over 30 of SHIP's document requests for any of the investments that Beechwood made, using SHIP's assets.

During the Parties' meet and confer discussions, Defendants refused to produce any documents responsive to SHIP's requests other than for those documents specifically referred to as "examples" in the Complaint. Defendants offered to produce the "transactional files" for each of the remaining investments into which Defendants placed SHIP's monies under the IMAs, but only if SHIP agreed to limit Defendants' discovery obligations to the "transactional files" for those investments. Defendants' rationale for limiting its production and refusing to conduct a search for any other documents responsive to Request Nos. 8, 9, 10, 11, 12, 13, 14, 19, 20, 22, 23, 24, 26, 27, 28, 29, 30, 31, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 55, was that Defendants suspected (but could not confirm) that some of the email correspondence and documents responsive to SHIP's requests may be contained in the transactional files. Defendants' attempts to unreasonably limit their production obligations on the grounds that "transactional files" *may* include *some* responsive documents is improper. SHIP's claims in this litigation do not and cannot reasonably be interpreted as solely concerning Defendants' actions or inactions in connection with those investments listed as "examples" in the Complaint. Rather, SHIP's claims concern Defendants' actions and inactions in connection Defendants' placement of SHIP's monies under the IMAs, which expressly includes all investments, not just those cited as "examples" in the Second Amended Complaint. Defendants must be required to produce the documents SHIP has requested relating to *each* of the investments into which the Defendants invested SHIP's money. SHIP is entitled to those documents as they are clearly relevant to the Second Amended Complaint and Defendants' production should not be limited based on what some unknown individual decided should be placed in a "transactional file." For these reasons, SHIP respectfully requests that this Court compel Defendants to conduct a reasonable search for and to produce documents responsive to SHIP's Requests Nos. 9, 10, 11, 12, 13, 14, 19, 20, 22, 23, 24, 26, 27, 28, 29, 30, 31, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 55.

Defendants' Position: *Again, SHIP misconstrues Defendants objection as well as its proposal during the parties' meet and confer. As discussed above, Defendants agreed to search for and produce relevant documents relating to the transactions SHIP identified in its complaint as potentially being problematic. During the meet and confer, Defendants agreed to produce files for the additional investments identified in SHIP's November 14th letter, even though, as we have noted to SHIP, many of those investments are public and have no apparent relationship to Platinum. Defendants also offered to further meet and confer with SHIP regarding any specific deals that SHIP believes are allegedly problematic and for which SHIP might request additional,*

targeted searches. SHIP has refused these offers and continues to demand that Defendants run individual searches for each of the 47 transactions identified in its November 14th letter. Ironically, despite the fact that, to date, Defendants have produced over 253,000 pages of documents, SHIP still refuses to identify the problems it has with any of the 47 transactions which are not also identified in its complaint. Instead, it persists in demanding that the Defendants essentially search for, review and then produce every single document in its possession to aid in a wild fishing expedition. This is incredibly over-burdensome and completely unnecessary in light of Defendants' reasonable counter-proposal.

D. Document Request No. 49: Tax Returns for the Individual Defendants

SHIP's Request No. 49 seeks "All tax returns and financial statements filed by any Defendant from 2010 to the present."

Plaintiff's Position: Defendants refuse to produce any tax returns or financial statements for the Individual Defendants whatsoever. As justification for their refusal to produce these documents, Defendants have unilaterally determined that the tax returns are relevant only to SHIP's unjust enrichment claim but are not relevant to any other claim. This unduly restrictive view is incorrect. The extent to which the Individual Defendants benefitted from their participation in the Platinum scheme through Defendants' improper and unlawful use of SHIP's money is relevant not only to the unjust enrichment claim but also to SHIP's claims for fraud, fraudulent inducement, RICO, and civil conspiracy claims. This information is also relevant to the truthfulness of information provided about the financial strength of these entities. SHIP, therefore, respectfully requests that this Court compel Defendants to produce the tax return and financial statements for each of the Individual Defendants for the years 2010 through 2018.

Defendants' Position: *SHIP's Request is incredibly overbroad, as it seeks financial information for a period of 4½ year prior to the execution of any IMA and for a period of over two years after SHIP recaptured all of its assets in November 2016. There is no basis for requesting such information other than to harass Defendants, and particularly the individual Defendants. Moreover, the only justification SHIP has given for requesting the Individual Defendants' tax returns is SHIP's unjust enrichment claim, which this Court dismissed in its December 6, 2018 order. Despite this, Defendants have stated their willingness to produce financial statements, to the extent they exist, for the Beechwood Companies during the period 2014 through 2016, which covers the entire SHIP/Beechwood relationship. Additionally, Defendants are willing to produce documents sufficient to show any distributions from the Beechwood companies to the individual Defendants during that same time period. Anything beyond that is irrelevant and harassing.*

Exhibit 11

Seibert, Brian

From: Benjamin_Gifford@nysd.uscourts.gov
Sent: Monday, January 07, 2019 9:17 AM
To: Eilbaum, Stacey P.
Cc: McCormack, Aidan; Seibert, Brian; Chantale Fiebig, Esq. (cfiebig@gibsondunn.com); Canter, Edward; Dew, Ellen; Mathias, James; 'John Jureller'; Birrane, Kathleen; Deckman, Mark; Harris, Mark D.; 'Sommer, Michael'; Holinstat, Steven H.
Subject: Re: Senior Health Insurance Company of Pennsylvania v. Beechwood Re Ltd., et al, 18cv6658

[EXTERNAL]

Counsel,

The Judge has considered the parties' discovery disputes and rules as follows:

- Defendants' document request number 17 is **denied**
- Defendants' document request number 18 is **denied**
- Defendants' document request number 22 is **denied**
- Defendants' document request number 34 is **granted**
- Defendants' interrogatory number 19 is **moot**
- SHIP's document request number 1 is **granted**
- SHIP's document request number 2 is **denied**
- SHIP's document request number 3 is **denied**
- SHIP's document request number 7 is **granted**
- SHIP's document request numbers 8-14, 19-20, 22-24, 26-31, 34-48, and 55 is **granted**
- SHIP's document request number 49 is **denied**

Best,

Ben

Ben Gifford
Law Clerk to the Hon. Jed S. Rakoff
U.S. District Court for the Southern District of New York
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New York, NY 10007
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From: "Eilbaum, Stacey P." <SEilbaum@proskauer.com>
To: "Benjamin_Gifford@nysd.uscourts.gov" <Benjamin_Gifford@nysd.uscourts.gov>
Cc: "Harris, Mark D." <MHarris@proskauer.com>, "Holinstat, Steven H." <sholinstat@proskauer.com>, "Canter, Edward" <ecanter@proskauer.com>, "Chantale Fiebig, Esq. (cfiebig@gibsondunn.com)" <cfiebig@gibsondunn.com>, "John Jureller" <JJureller@Klestadt.com>, "McCormack, Aidan" <Aidan.McCormack@dlapiper.com>, "Seibert, Brian" <Brian.Seibert@dlapiper.com>, "Dew, Ellen" <ellen.dew@dlapiper.com>, "Mathias, James" <james.mathias@dlapiper.com>, "Birrane, Kathleen" <Kathleen.Birrane@dlapiper.com>, "Deckman, Mark" <Mark.Deckman@dlapiper.com>, "Sommer, Michael" <msommer@wsgr.com>
Date: 01/03/2019 09:42 PM
Subject: Senior Health Insurance Company of Pennsylvania v. Beechwood Re Ltd., et al, 18cv6658

Dear Mr. Gifford:

We are counsel for B Asset Manager, L.P., Beechwood Bermuda International Ltd., Beechwood Re Investments, LLC, Mark Feuer, Scott Taylor, and Dhruv Narain and are authorized to submit this email to you on behalf of all the parties to the above-referenced action (other than David Levy who is not raising or responding to any discovery disputes that are the subject of this email).

Further to our call on December 11, 2018, the parties are submitting this email to raise certain discovery disputes with the Court. Those disputes along with the parties' respective exhibits are attached.

Respectfully,
Stacey Eilbaum
Stacey Eilbaum
Associate

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*****[attachment "SHIP v. Beechwood -- Discovery Disputes.DOCX" deleted by Benjamin Gifford/NYSD/02/USCOURTS] [attachment "Beechwood Ex. 1.pdf" deleted by Benjamin Gifford/NYSD/02/USCOURTS] [attachment "Beechwood Ex. 2.pdf" deleted by Benjamin Gifford/NYSD/02/USCOURTS] [attachment "SHIP Ex. A.pdf" deleted by Benjamin Gifford/NYSD/02/USCOURTS] [attachment "SHIP Ex. B.pdf" deleted by Benjamin Gifford/NYSD/02/USCOURTS] [attachment "SHIP's Ex. C.pdf" deleted by Benjamin Gifford/NYSD/02/USCOURTS]