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April 29, 2019

BY ECF

The Honorable Jed S. Rakoff  
United States District Court  
Southern District of New York  
United States Courthouse  
500 Pearl Street, Room 1340  
New York, New York 10001

Re: *In re Platinum-Beechwood Litigation*, Case No. 1:18-cv-06658-JSR (the “Consolidated Action”); *Senior Health Insurance Company of Pennsylvania v. Beechwood Re Ltd.*, et al., Case No. 1:18-cv-6658-JSR (the “SHIP Action”); *Cyganowski, et al. v. Beechwood Re Ltd.*, et al., Case No. 1:18-cv-12018-JSR (the “Cyganowski Action”).

Dear Judge Rakoff:

We represent Plaintiff Melanie L. Cyganowski as Receiver in the referenced Cyganowski Action (the “Plaintiff Receiver”), and we write to join the application by counsel for SHIP as set forth in their letter dispatched to the Court today (the “Motion to Compel”),<sup>1</sup> in support of an Order compelling the Beechwood Parties to produce the SEC Production. As such, we hereby adopt the same arguments offered in the Motion to Compel.

As mentioned therein, Plaintiff Receiver served a document request on the Beechwood PPCO Defendants (hereafter, “the Beechwood Defendants”) in the First Request for Production of Documents by Plaintiff Melanie L. Cyganowski, as Receiver. See Ex. 1.<sup>2</sup> In response, the Beechwood Defendants asserted objections specific to the request at issue based upon confidentiality, undue burden, overbreadth and relevance, and then stated that production of documents responsive to certain search terms would be forthcoming upon a proper Protective

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<sup>1</sup> Unless otherwise stated, defined terms herein are the same as those set forth in SHIP’s Motion to Compel.

<sup>2</sup> Attached hereto as Exhibit 1 is a true and accurate copy of the First Request for Production of Documents by Plaintiff Melanie L. Cyganowski, as Receiver, to the Beechwood Defendants, an identical version of which was served on each of the Beechwood Defendants. The specific Request at issue is Request 6 at p. 11.



April 29, 2019  
The Honorable Jed S. Rakoff  
Page 2

Order and 502(d) Order. See Ex. 2 at 5 and 7.<sup>3</sup> To date, the Beechwood Defendants have produced no documents to the Plaintiff Receiver, nor have they made any arrangements for any such production.

For the same reasons as are asserted in the SHIP Motion to Compel, including that this Court has already ruled on this issue in the SHIP Action, that there can be no legitimate dispute about the relevancy of these documents to the claims and defenses in the Cyganowski Action, and that CNO has already produced Beechwood's SEC Production to the Beechwood Propounding Parties' own document requests, these objections should be rejected. Accordingly, Plaintiff Receiver respectfully requests that this Court enter an Order compelling the Production of Beechwood's SEC Production to Plaintiff Receiver.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "W. Moran", with a long horizontal flourish extending to the right.

William M. Moran

Enclosures  
cc: All counsel of record by ECF

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<sup>3</sup> Attached hereto as Exhibit 2 is a true and accurate copy of the Beechwood Defendants' Responses and Objections to Plaintiff Melanie L. Cyganowski's First Request for Production.

**EXHIBIT 1**

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

-----X  
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), :  
: :  
Plaintiffs, :  
: :  
-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 :  
PARTNERS CREDIT OPPORTUNITIES FUND LLC, :  
PLATINUM PARTNERS CREDIT OPPORTUNITIES :  
FUND INTERNATIONAL LTD., PLATINUM :  
:



**DEFINITIONS AND RULES OF CONSTRUCTION**

1. The Requests incorporate by reference the Uniform Definitions in Discovery Requests contained in Local Civil Rule 26.3 of the Local Rules of the United States District Courts for the Southern and Eastern Districts of New York.

2. Notwithstanding any definition below, each word, term, or phrase used in the Requests is intended to have the broadest meaning permitted under the Federal Rules of Civil Procedure and the Local Rules of the United States District Courts for the Southern and Eastern Districts of New York.

3. The terms “all,” “any,” and “each” shall each be construed as encompassing any and all.

4. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of a Request all Documents that might otherwise be construed to be outside of its scope.

5. “Assignment Agreement No. 1” refers to the Assignment Agreement dated March 21, 2016, executed by BAM Administrative Services, LLC, as agent for BRe WNIC 2013 LTC Primary and SHIP, in which (a) BRe WNIC 2013 LTC Primary purported to assign \$20,056,611.11 to PPCO Master Fund, and (b) SHIP purported to assign \$11,400,600.00 to PPCO Master Fund.

6. “Assignment Agreement No. 2” refers to the Assignment Agreement dated March 21, 2016 executed by BAM Administrative Services, LLC, as agent, in which SHIP purported to assign \$21,323,344.44 to PPVA Oil and Gas, LLC.

7. “BCLIC” refers to Bankers Conseco Life Insurance Company and its parents, subsidiaries, shareholders, members, partners, investors, managers, principals, directors, officers,

employees, representatives, attorneys, agents, trustees, affiliates, predecessors in interest, successors in interest and assigns, and any other Persons acting on its behalf.

8. “BCLIC-Beechwood Action” shall mean the action entitled *Bankers Conseco Life Insurance Company, et al. v. Feuer, et al.*, Case No. 1:16-cv-07646-ER (S.D.N.Y.).

9. “Beechwood” and the “Beechwood Entities” refers, individually and collectively, to the Beechwood Defendants and Beechwood Bermuda Investment Holdings Ltd., Beechwood Bermuda OMNIA Ltd., Beechwood OMNIA Ltd., BBLN-Agera Corp., BBIL ULICO 2014, BHLN-Agera Corp., BOLN-Agera Corp., and each of their respective parents, subsidiaries, shareholders, members, partners, investors, managers, principals, directors, officers, employees, representatives, attorneys, agents, trustees, affiliates, predecessors in interest, successors in interest and assigns, and any other Persons acting on behalf of any of them.

10. “BCLIC-Beechwood Arbitration” shall mean the arbitration entitled *Bankers Conseco Life Insurance Co, and Washington National Insurance Co. v. Beechwood Re Limited, Moshe M. Feuer, Scott Taylor, David Levy, and Beechwood Capital Group, LLC*, AAA Case No. 01-16-0004-02510.

11. “BCLIC-Beechwood Discovery Dispute Action” shall mean the action entitled *In Re Non-Party Subpoena Issued to Bankers Conseco Life Insurance Company*, 18 Misc. 608 (S.D.N.Y.).

12. “Beechwood Defendants” shall mean, individually and collectively, 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, Moshe M. Feuer, Taylor-Lau Family 2016ACQ Trust and Feuer Family 2016ACQ Trust, and Scott Taylor, and each of their respective parents, subsidiaries, shareholders, members, partners, investors, managers, principals, directors, officers,

employees, representatives, attorneys, agents, affiliates, trustees, beneficiaries, predecessors in interest, successors in interest and assigns, and any other Persons acting on behalf of any of them.

13. “Beechwood Reinsurance Trusts” shall refer, individually and collectively, to BRe BCLIC Primary, BRe BCLIC Sub, BRe WNIC 2013 LTC Primary and BRe WNIC 2013 LTC Sub, and each of their respective parents, subsidiaries, shareholders, members, partners, investors, managers, principals, directors, officers, employees, representatives, attorneys, agents, affiliates, trustees, beneficiaries, predecessors in interest, successors in interest and assigns, and any other Persons acting on behalf of any of them.

14. The term “communication” means the transmittal of information (in the form of facts, ideas, inquiries or otherwise).

15. The term “concerning” means relating to, referring to, describing, evidencing or constituting.

16. “CNO Defendants” refers to CNO Financial Group, Inc., Bankers Consec Life Insurance Company, Washington National Insurance Company and 40/86 Advisors, Inc., and each of their respective parent(s), subsidiaries, shareholders, members, partners, investors, managers, principals, directors, officers, employees, representatives, attorneys, agents, affiliates, predecessors in interest, successors in interest and assigns, and any other Persons acting on behalf of any of them.

17. “Cyganowski Action” shall mean the action entitled *Cyganowski, as Equity Receiver v. Beechwood Re Ltd.*, Case No. 18-cv-12018-JSR (S.D.N.Y.).

18. The term “Document” is defined to be synonymous in meaning and equal in scope to the usage of the term “documents or electronically stored information” in Fed. R. Civ.



P. 34(a)(1)(A). A draft or non-identical copy is a separate document within the meaning of this term.

19. “Feuer” refers to Mark Feuer a/k/a Moshe Feuer, his heirs, representatives, attorneys, agents, affiliates and assigns, and any other Persons acting on his behalf.

20. “First A&R SHIP Note” refers to the Amended and Restated Delayed Draw Demand Note, dated January 20, 2016.

21. “Fuzion” refers to Fuzion Analytics, Inc., its shareholders, directors, officers, employees, parent entities, subsidiaries, representatives, attorneys, agents, affiliates and assigns, and any other Persons acting on its behalf.

22. “IMAs” shall mean the “three Investment Management Agreements” referred to in paragraph “1” of the First Amended Complaint in the SHIP Action (as defined below).

23. “Levy” refers to David Levy, his heirs, representatives, attorneys, agents, affiliates and assigns, and any other Persons acting on his behalf.

24. “Nordlicht” means Mark Nordlicht, his heirs, representatives, attorneys, agents, affiliates and assigns, and any other Persons acting on his behalf.

25. “Northstar Indenture Debt” refers to the 12% Second Priority Senior Secured Notes issued by Northstar GOM Holdings LLC.

26. “Person” means any natural person, firm, business, association, partnership, corporation, governmental entity or other entity and shall include his, her or its officers, directors, members, shareholders, partners, employees, representatives, agents, affiliates and assigns.

27. “Platinum” refers, individually and collectively, to Platinum Management, Platinum Credit Holdings, LLC, Platinum Credit Management, L.P., PPVA, Platinum Partners Credit Opportunities Fund (TE) LLC, Platinum Partners Credit Opportunities Fund LLC,

Platinum Partners Credit Opportunity Fund (BL) LLC, Platinum Liquid Opportunity Management (NY) LLC, Platinum Partners Liquid Opportunity Fund (USA) L.P., Platinum Partners Liquid Opportunity Master Fund L.P., Platinum Partners Credit Opportunities Fund International Ltd. and Platinum Partners Credit Opportunities Fund International (A) Ltd, their respective members, managers, portfolio managers, subsidiaries, directors, officers, employees, representatives, attorneys, agents, affiliates and assigns, and any other Persons acting on its or their behalves.

28. “PPCO Master Fund” means Platinum Partners Credit Opportunities Master Fund L.P. its members, managers, subsidiaries, directors, officers, employees, representatives, attorneys, agents, affiliates and assigns, and any other Persons acting on its behalf.

29. “Platinum Management” means Platinum Management (NY) LLC, its members, managers, subsidiaries, directors, officers, employees, representatives, attorneys, agents, affiliates and assigns, and any other Persons acting on its behalf.

30. “PPVA” means, individually and collectively, Platinum Partners Value Arbitrage Fund L.P., Platinum Partners Value Arbitrage (GP) Corp., Platinum Partners Value Arbitrage (USA) L.P., Platinum Partners Value Arbitrage Intermediate Fund Ltd., and their partners, managers, subsidiaries, affiliates, directors, officers, employees, representatives, attorneys, agents and assigns, and any other Persons acting on any of their behalves.

31. “PPVA Action” shall mean the action entitled *Trott v. Platinum Management (NY) LLC et al.*, 18-cv-10936-JSR.

32. The “Receiver” refers to the receiver for the Receivership Entities and certain affiliated entities, initially Bart M. Schwartz and presently Melanie L. Cyganowski, appointed and empowered by the United States District Court for the Eastern District of New York by one or more of the Orders entered December 19, 2016, January 30, 2017, and July 6, 2017.

33. “Second A&R Ship Note” refers to the Second Amended and Restated Secured Note, dated March 21, 2016.

34. “SHIP” refers to Senior Health Insurance Company of Pennsylvania, its shareholders, directors, officers, employees, parent entities, subsidiaries, representatives, attorneys, agents, affiliates and assigns, and any other Persons acting on its behalf.

35. “SHIP Action” means the above-entitled action captioned *Senior Health Insurance Company of Pennsylvania v. Beechwood Re Ltd.*, No. 1:18-cv-06658-JSR.

36. “SHIP A&R MSA” refers to the Amended and Restated Master Security Agreement, dated March 21, 2016.

37. “SHIP Defendants” means, individually and collectively, SHIP and Fuzion.

38. “SHIP MSA” refers to the Master Security Agreement, dated December 23, 2015.

39. “SHIP MSA Subsidiary Guaranty” refers to the Subsidiary Guaranty, dated December 23, 2015.

40. “SHIP Note” refers to the Delayed Draw Demand Note, dated December 23, 2015, pursuant to which SHIP loaned PPCO approximately \$14,198,750.

41. “SHIP NPA” refers to the Note Purchase Agreement, dated March 21, 2016.

42. “SHIP NPA Guaranty” refers to the Subsidiary Guaranty, dated March 21, 2016.

43. “SHIP NPA Notes” refers to the additional loans to PPCO pursuant to five secured term notes on or about March 21, 2016, as referred to in the letter from R. Craig Martin to Honorable Melanie L. Cyganowski, dated April 6, 2018, and in paragraph 411 of the Complaint in the Cyganowski Action.

44. “SHOT” means the Senior Health Care Oversight Trust, the independent trust organized under the laws of the state of Pennsylvania to which the ownership of SHIP was transferred in November 2008.

45. “WNIC” refers to Washington National Insurance Company.

46. “You” or “Your” refers to the Beechwood Defendants as defined herein.

47. “40/86” shall mean 40/86 Advisors, Inc.

48. Reference to the singular in any of the Requests shall also include a reference to the plural, and reference to the plural shall also include a reference to the singular.

### **INSTRUCTIONS**

1. The Requests incorporate the requirements set forth in the Federal Rules of Civil Procedure and the Local Rules of the United States District Court for the Southern and Eastern Districts of New York.

2. Unless otherwise indicated, the Requests seek responsive Documents that were created, sent or received during, or refer to the time period from, January 1, 2012 to the present.

3. In answering the Requests, You are required to furnish all Documents available to You regardless of whether this information is possessed directly by You, Your agents, representatives, employees, partners or investigators, or by any other legal or non-legal entities controlled by and/or in any manner affiliated with You.

4. The Requests are continuing in nature. If, at any time after service of Requests, You obtain additional information responsive to the Requests, You are required to supplement or amend Your Document production.

5. Where a claim of privilege is asserted in objecting to any Request or part thereof, please follow the requirements set forth in the Federal Rules of Civil Procedure and the Local Rules of the United States District Court for the Southern and Eastern Districts of New York.

6. If, in responding to the Requests, You encounter any ambiguity when construing a question, instruction, or definition, Your answer shall set forth the matter deemed ambiguous and the construction used in answering.

7. Each Document is to be produced in its entirety even if only a portion of the Document is related to the identified subject matter. Documents should be produced without abbreviation, editing, or expurgation. They should include all exhibits, appendices, tables, or other attachments. If an exhibit, appendix, table, or other attachment is not presented with the original but is attached to a copy thereof or is otherwise available, it should be submitted and clearly marked to indicate the Document to which it corresponds. With the exception of privileged material, no Document or portion thereof should be redacted, masked or deleted in any manner.

8. If a Document was, but is no longer, in Your possession, custody or subject to Your control, or in existence, state the date and nature of the Document.

9. If any Request cannot be complied with in full, You are required to comply to the fullest extent of Your ability to do so and state why full compliance is not possible.

10. If any Document responsive to any of the Requests has been destroyed, discarded, or otherwise disposed of, please identify it by stating its date; author(s), addressee(s) and persons shown as "cc" or copied on the Document; title; substance or subject matter; type (*e.g.*, memorandum, letter, report, etc.); any attachments to the Document; all persons who have had access to or who have knowledge of the nature, subject matter, and contents of the Document; the date of the destruction or other disposition of the Document; the manner and reason for its destruction or other disposition; and the identity of the person(s) authorizing such destruction or other disposition.

**REQUESTS FOR PRODUCTION**

1. All Documents produced by You in response to any request for the production of documents or any subpoena served in the SHIP Action or the PPVA Action.

2. All document requests, subpoenas, interrogatories, responses to document requests, answers to interrogatories and responses to subpoenas served on You in the SHIP Action or the PPVA Action.

3. All Documents produced by You in the BCLIC-Beechwood Arbitration.

4. All interrogatory answers given by You, and any transcripts of deposition testimony given by You or of any evidentiary hearing testimony given in the BCLIC-Beechwood Arbitration.

5. All Documents produced by You in response to any subpoena (including, without limitation, any grand jury subpoena) issued by, or any formal or informal request for documents or information from, the Offices of the United States Attorney for the Southern District of New York or the Eastern District of New York seeking documents concerning Platinum or Beechwood.

6. All Documents produced by You in response to any subpoena issued by, or any formal or informal request for documents or information from, the United States Securities & Exchange Commission, the U.S. Commodity Futures Trading Commission, or any other governmental agency or body concerning Platinum or Beechwood.

7. All Documents (including, without limitation, e-mails and other Documents concerning communications) concerning:

(a) any loans made by SHIP (through BAM Administrative Services, LLC, as its agent) or the Beechwood Reinsurance Trusts (through BAM Administrative Services, LLC) to PPCO Master Fund;

- (b) any funds disbursed or purportedly disbursed under such loans;
- (c) any consideration for such loans, including, without limitation, security interests securing such loans;
- (d) any of the assets transferred to PPCO Master Fund with funds purportedly disbursed under such loans;
- (e) the value or any valuations (including, without limitation, third-party or internal valuations) of any assets transferred to PPCO Master Fund in consideration of the proceeds of such loans, including, without limitation, Document concerning communications concerning the value of such assets,
- (f) the SHIP A&R MSA, the SHIP MSA, the SHIP MSA Subsidiary Guaranty, the SHIP Note, the SHIP NPA, the SHIP NPA Notes, the Second A&R SHIP Note, the SHIP NPA Guaranty, Assignment Agreement No. 1 and/or Assignment Agreement No. 2;
- (g) the \$5,000,000 in June 3, 2014 Secured Term Notes issued by LC Energy Operations LLC (“LC Energy”) that were repaid with \$5,000,000 of funds loaned under the SHIP Note;
- (h) the Northstar Indenture Debt;
- (i) any debt in Desert Hawk Gold Corp.;
- (j) any debt in or loans made to LC Energy;
- (k) the \$10 Million Secured Term Note dated March 21, 2016 in which BRe BCLIC Primary agreed to loan \$10 million to PPCO Master Fund;
- (l) the \$500,000 Secured Term Note dated March 21, 2016 in which BRe BCLIC Sub agreed to loan \$500,000 to PPCO Master Fund;
- (m) the \$14,989,677.78 Secured Term Note dated March 21, 2016 in which BRe WNIC 2013 LTC Primary agreed to loan \$14,989,677.78 to PPCO Master Fund; and/or

(n) the \$700,000 Secured Term Note dated March 21, 2016, in which BRe WNIC 2013 LTC Sub agreed to loan \$700,000 to PPCO Master Fund.

8. Copies of any verified statements or sworn testimony given by Your representative(s) or agent(s) to any authority or in any proceeding concerning Platinum, the CNO Defendants or the SHIP Defendants.

9. Copies of all trust agreements for the following trusts: the Taylor-Lau Family 2016ACQ Trust, the Feuer Family 2016ACQ Trust, BRe BCLIC Primary, BRe BCLIC Sub, BRe WNIC 2013 LTC Primary, and BRe WNIC 2013 LTC Sub.

Dated: New York, New York  
February 13, 2019

OTTERBOURG P.C.

By: /s/Adam C. Silverstein  
Adam C. Silverstein  
William M. Moran  
Erik B. Weinick  
Andrew S. Halpern

230 Park Avenue  
New York, New York 10169  
(212) 661-9100

*Attorneys for Plaintiff Melanie L.  
Cyganowski, as Receiver*



**EXHIBIT 2**

Ira S. Lipsius  
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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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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, :  
: Plaintiff, : 18-cv-12018 (JSR)  
:

-v- :  
: BEECHWOOD RE LTD., et al., :  
: Defendants. :  
----- X

**THE BEECHWOOD DEFENDANTS' RESPONSES AND OBJECTIONS TO  
PLAINTIFF MELANIE L. CYGANOWSKI'S FIRST REQUESTS FOR PRODUCTION**

Pursuant to Federal Rules of Civil Procedure 26 and 34, 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, (the

“**Beechwood Entities**”), and Moshe M. Feuer, Scott Taylor, the Taylor-Lau Family 2016ACQ Trust, and the Feuer Family 2016ACQ Trust (together with the Beechwood Entities, the “**Beechwood Defendants**”), by and through their undersigned counsel, Lipsius Benhaim Law LLP, hereby respond and object to the First Request for Production of Documents, dated February 13, 2019 (the “**Requests**”) propounded by Plaintiff, Melanie L. Cyganowski, as 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 (“**Plaintiff**” or the “**Receiver**”).

#### **GENERAL OBJECTIONS**

The following “General Objections,” set forth below, apply to, and are expressly made part of, the Beechwood Defendants’ specific objections and responses (the “**Responses**”) to each of the Requests.

1. The Beechwood Defendants object to the instructions, definitions, and Requests insofar as they attempt to impose upon them any obligations beyond those established by the Federal Rules of Civil Procedure, the Local Civil Rules for the United States District Court for the Southern District of New York, this Court’s individual rules and practices and any other applicable statutes, regulations, rules and orders (collectively, the “**Court Rules**”). The Beechwood Defendants’ Responses to the Requests are prescribed by, and the Beechwood Defendants hereby respond in accordance with, the Court Rules.

2. The Beechwood Defendants object to the instructions, definitions, and Requests insofar as they are overbroad, unduly burdensome, oppressive or constitute an abuse of process, particularly where the request for production is unduly burdensome in light of the cost necessary to investigate as weighed against Plaintiffs’ purported need for and the relevance of the requested information, and not reasonably calculated to lead to the discovery of admissible evidence. References below to the Beechwood Defendants’ production of documents mean that the Beechwood Defendants will make a reasonable effort to locate responsive information that is within their possession, custody or control. The Beechwood Defendants undertake no further obligation notwithstanding any particular response below that they will produce responsive documents.

3. The Beechwood Defendants object to the instructions, definitions, and Requests insofar as they seek documents prepared in anticipation of litigation, or that are protected from disclosure by the attorney-client privilege, the attorney work product doctrine, or any other privilege or protection recognized by statute or at common law. The Beechwood Defendants hereby assert all such applicable privileges and protections. Inadvertent production of any privileged or protected document will not operate as a waiver of any privilege or protection with respect to the subject matter thereof or the information contained therein, and will not waive The Beechwood Defendants' right to object to the use of any such document during the litigation. The voluntary production of privileged or protected documents will not operate as a waiver of any privilege or protection as to any other document.

4. The Beechwood Defendants object to the Requests insofar as they seek documents not in their possession, custody or control.

5. The Beechwood Defendants object to the Requests insofar as any Request purports, or may be construed, to call for the production of "all" documents pertaining to a specific subject, on the ground that such language is overbroad and unduly burdensome. To the extent that a search is required, the Beechwood Defendants will search those files in their possession, custody, control or care where there is a reasonable likelihood that responsive documents may be located.

6. The Beechwood Defendants object to the Requests insofar as they fail to identify any individual document or category of documents with reasonable particularity and/or are vague, ambiguous, indefinite, duplicative, cumulative, unintelligible, or otherwise unclear as to the information they seek.

7. The Beechwood Defendants object to the Requests insofar as they seek documents that are confidential, proprietary and/or constitute trade secrets. The Beechwood Defendants will only produce such documents after the entry of an appropriate Protective Order.

8. The Beechwood Defendants object to the instructions, definitions, and Requests insofar as they purport to obligate the Beechwood Defendants to search for documents that are not relevant to matters raised in the parties' pleadings as a claim or defense, are not material and necessary in the prosecution or defense of this action, are not reasonably calculated to lead to the discovery of admissible evidence and/or where their relevance is outweighed by the cost or burden of the search that would be required to locate such documents.

9. The Beechwood Defendants object to all Requests insofar as they seek information readily available through public sources or records, that are already in the possession, custody, or control of any of the parties to this action, and/or that is equally or more accessible to Plaintiffs on the grounds that such a request unreasonably subjects the Beechwood Defendants to undue burden and expense.

10. The Beechwood Defendants object to any form of production of electronically stored information (including audio archived information) that imposes any differing or additional obligations from those imposed on the Beechwood Defendants by the applicable Court Rules.

11. The Beechwood Defendants object to the Requests insofar as they seek electronically stored information (including audio archived information) that is not reasonably accessible by the Beechwood Defendants because of undue burden or cost.

12. The Beechwood Defendants also object to the Requests insofar as any Request contains express or implied assumptions of fact or law with respect to matters at issue in this case. The Beechwood Defendants' objections and responses to the Requests are not intended to be, and shall not be construed as, an agreement or concurrence by the Beechwood Defendants with Plaintiffs' characterization of any facts, circumstances, and/or legal obligations, or with Plaintiffs' instructions and definitions as set forth in the requests. The Beechwood Defendants reserve the right to contest any such characterization or definition.

13. The Beechwood Defendants object to the definition of "BCLIC," "Beechwood Reinsurance Trusts," "CNO Defendants," "Feuer," "Fuzion," "Levy," "Nordlicht," "Platinum," "PPCO Master Fund," "Platinum Management," "PPVA," and "SHIP" as these terms are vague and ambiguous insofar as they relate to a number of categories of unnamed individuals and entities.

14. The Beechwood Defendants object to the definitions of "Beechwood" and "Beechwood Entities" as these terms are vague and ambiguous insofar as they relates to a number of categories of unnamed individuals and entities. The Beechwood Defendants further object to the definition of "Beechwood" to the extent it assumes affiliations between entities and persons that are not accurate or do not exist. For the purposes of these Responses, the Beechwood Defendants use the term "Beechwood Entities" and interpret it to mean B Asset Manager L.P., B Asset Manager II L.P., Beechwood Re Investments, LLC, Beechwood Re Holdings, Inc., Beechwood Re Ltd. (in Official Liquidation), Beechwood Bermuda International Ltd., and BAM Administrative Services LLC.

15. The Beechwood Defendants object to the Receiver's definition of "Beechwood Defendant" in that the Taylor-Lau Family 2016ACQ Trust and Feuer Family 2016ACQ Trust are not defendants in this action.

16. The Beechwood Defendants object to the definitions of "Communication," "Concerning," "Documents," and "Person" to the extent they are inconsistent with or broader than the definitions under Local Civil Rule 26.3(c).

17. Any documents the Beechwood Defendants produce in response to the Requests will be produced without waiving any objections regarding the use of them in any subsequent proceeding or trial in this or any other action, including, but not limited to, objections based on relevance, privilege or admissibility.

18. The Beechwood Defendants' agreement to produce non-privileged responsive documents does not mean, and is not an admission that, responsive documents exist, or that the Beechwood Defendants are in possession, custody, or control of any such documents.

19. No objection, or lack thereof, contained within these General Objections shall be deemed either an admission by the Beechwood Defendants, or a waiver of the Beechwood Defendants' right to raise further objections to these Requests.

20. The Beechwood Defendants' Responses to the Requests are based on the information presently known to them and are made without prejudice to their right to use subsequently discovered information and/or documents.

21. To the extent not expressly set forth below, these General Objections and limitations are specifically incorporated into the Beechwood Defendants' specific objections and responses to each individual request.

### **SPECIFIC RESPONSES AND OBJECTIONS**

#### **REQUEST NO. 1:**

*All Documents produced by You in response to any request for the production of documents or any subpoena served in the SHIP Action or the PPVA Action.*

#### **RESPONSE TO REQUEST NO. 1:**

In addition to the General Objections, the Beechwood Defendants object to this Request on the grounds that it (a) seeks the production of information that is confidential, proprietary and/or constitutes trade secrets, (b) if any of them, (c) is unduly burdensome as it seeks the production of documents that were previously provided to Plaintiff, and thus are already in Plaintiff's custody, possession or control, and (d) is overly broad and unduly burdensome (i) in terms of time period requested, (ii) because it seeks the production of documents and information that are not relevant to any claim or defense in this action, and (iii) because it seeks the production of documents and information that are not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, the Beechwood Defendants shall produce, subject to an appropriate Protective Order and an Order pursuant to Rule 502(d) of the Federal Rules of Evidence providing that no privilege or protection is waived by disclosure in connection with the above-referenced action or any other federal or state proceeding or in any arbitration proceeding (the "**502(d) Order**"), all documents from the Beechwood Entities' databases for the period January 1, 2013 through December 31, 2016 that include any of the search terms listed on Schedule A for the custodians listed on Schedule B, but excluding any documents that include any of the search terms listed on Schedule C (which are designed to limit the production of potentially privileged or otherwise protected documents).<sup>1</sup>

#### **REQUEST NO. 2:**

*All document requests, subpoenas, interrogatories, responses to document requests, answers to interrogatories and responses to subpoenas served on You in the SHIP Action or the PPVA Action.*

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<sup>1</sup> The Beechwood Defendants reserve the right to supplement the search terms listed on Schedule C as necessary to limit the production of potentially privileged or otherwise protected documents.



**RESPONSE TO REQUEST NO. 2:**

*See Response to Request No. 1.*

**REQUEST NO. 3:**

*All Documents produced by You in the BCLIC-Beechwood Arbitration.*

**RESPONSE TO REQUEST NO. 3:**

In addition to the General Objections, the Beechwood Defendants object to this Request on the grounds that the Request (a) seeks the production of information that is confidential, proprietary and/or constitutes trade secrets, (b) seeks the production of documents that are subject to protective order(s) entered in the BCLIC-Beechwood Arbitration or other proceedings, (c) seeks the production of documents that are not within the custody or control of one or more of Defendants, if any of them, (d) is unduly burdensome as it seeks the production of documents that were previously provided to Plaintiff, and thus are already in Plaintiff's custody, possession or control, (e) seeks the production of documents that are privileged or otherwise protected from disclosure, and (f) is overly broad and unduly burdensome (i) in terms of time period requested, (ii) because it seeks the production of documents and information that are not relevant to any claim or defense in this action, and (iii) because it seeks the production of documents and information that are not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Defendants shall produce, subject to an appropriate Protective Order and 502(d) Order, all documents from the Beechwood Entities' databases for the period January 1, 2013 through December 31, 2016 that include any of the search terms listed on Schedule A for the custodians listed on Schedule B, but excluding any documents that include any of the search terms listed on Schedule C (which are designed to limit the production of potentially privileged or otherwise protected documents).

**REQUEST NO. 4:**

*All interrogatory answers given by You, and any transcripts of deposition testimony given by You or of any evidentiary hearing testimony given in the BCLIC-Beechwood Arbitration.*

**RESPONSE TO REQUEST NO. 4:**

*See Response to Request No. 3.*

**REQUEST NO. 5:**

*All Documents produced by You in response to any subpoena (including, without limitation, any grand jury subpoena) issued by, or any formal or informal request for documents or information from, the Offices of the United States Attorney for the Southern District of New York or the Eastern District of New York seeking documents concerning Platinum or Beechwood.*

**RESPONSE TO REQUEST NO. 5:**

See Response to Request No. 1.

**REQUEST NO. 6:**

*All Documents produced by You in response to any subpoena issued by, or any formal or informal request for documents or information from, the United States Securities & Exchange Commission, the U.S. Commodity Futures Trading Commission, or any other governmental agency or body concerning Platinum or Beechwood.*

**RESPONSE TO REQUEST NO. 6:**

See Response to Request No. 1.

**REQUEST NO. 7:**

*All Documents (including, without limitation, e-mails and other Documents concerning communications) concerning:*

- a. any loans made by SHIP (through BAM Administrative Services, LLC, as its agent) or the Beechwood Reinsurance Trusts (through BAM Administrative Services, LLC) to PPCO Master Fund;*
- b. any funds disbursed or purportedly disbursed under such loans;*
- c. any consideration for such loans, including, without limitation, security interests securing such loans;*
- d. any of the assets transferred to PPCO Master Fund with funds purportedly disbursed under such loans;*
- e. the value or any valuations (including, without limitation, third-party or internal valuations) of any assets transferred to PPCO Master Fund in consideration of the proceeds of such loans, including, without limitation, Document concerning communications concerning the value of such assets, the SHIP A&R MSA, the SHIP MSA, the SHIP MSA Subsidiary Guaranty, the SHIP Note, the SHIP NPA, the SHIP NPA Notes, the Second A&R SHIP Note, the SHIP NPA Guaranty, Assignment Agreement No. 1 and/or Assignment Agreement No. 2;*
- f. the \$5,000,000 in June 3, 2014 Secured Term Notes issued by LC Energy Operations LLC ("LC Energy") that were repaid with \$5,000,000 of funds loaned under the SHIP Note;*
- g. the Northstar Indenture Debt;*
- h. any debt in Desert Hawk Gold Corp.;*
- i. any debt in or loans made to LC Energy;*
- j. the \$10 Million Secured Term Note dated March 21, 2016 in which BRe BCLIC Primary agreed to loan \$10 million to PPCO Master Fund;*
- k. the \$500,000 Secured Term Note dated March 21, 2016 in which BRe BCLIC Sub agreed to loan \$500,000 to PPCO Master Fund;*
- l. the \$14,989,677.78 Secured Term Note dated March 21, 2016 in which BRe WNIC 2013 LTC Primary agreed to loan \$14,989,677.78 to PPCO Master Fund; and/or*



*m. the \$700,000 Secured Term Note dated March 21, 2016, in which BRe WNIC 2013 LTC Sub agreed to loan \$700,000 to PPCO Master Fund.*

**RESPONSE TO REQUEST NO. 7:**

See Response to Request No. 1.

**REQUEST NO. 8:**

*Copies of any verified statements or sworn testimony given by Your representative(s) or agent(s) to any authority or in any proceeding concerning Platinum, the CNO Defendants or the SHIP Defendants.*

**RESPONSE TO REQUEST NO. 8:**

See Response to Request No. 3.

**REQUEST NO. 9:**

*Copies of all trust agreements for the following trusts: the Taylor-Lau Family 2016ACQ Trust, the Feuer Family 2016ACQ Trust, BRe BCLIC Primary, BRe BCLIC Sub, BRe WNIC 2013 LTC Primary, and BRe WNIC 2013 LTC Sub.*

**RESPONSE TO REQUEST NO. 9:**

See Response to Request No. 1.

Dated: March 22, 2019  
New York, New York

Respectfully submitted,

*/s/ Ira S. Lipsius*

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TO: All Counsel of Record

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27. Aequitas Energy
28. Agera
29. AGH /5 preferred
30. AGH B1
31. AGH Parent
32. AGH Supplemental
33. Alliance One
34. ALS Capital
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38. Aviva
39. aviva.blumberg@rockwellfulton.com
40. aviva@trackdata.com
41. B.R.K.
42. Bainbridge
43. Bayberry
44. BCLIC
45. becky@laiman.com
46. BEE
47. Beechwood Re Investments LLC
48. Beechwood Trust No.
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50. Belaich
51. belaich@vtp.ch
52. BEOO\*
53. Beren /2 Ezra
54. bernie\_edelstein@msn.com
55. bfuchs@platinumlp.com
56. Bischof
57. Black Elk
58. Bodner
59. Bonach
60. BRK
61. Cash call
62. Cashcall
63. Cassidy w/3 Kevin
64. Centurion
65. charytan@optonline.net
66. Chenghiao@ef-mgmt.com
67. China Horizon
68. CNO
69. Consec
70. Crawford w/2 (Fred OR Frederick)
71. Credit Strategies
72. Desert Hawk
73. DevoraRpinson@gmail.com
74. Ditmas w/5 Park w/5 Capital

75. DMRJ
76. dsmall@platinum\*
77. DTC
78. DTCC
79. Edelstein w/3 Bern\*
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81. Eisenberg w/3 Adam
82. Elbogen
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84. Energy.me Midwest
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87. ESH Hospitality
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93. Fuzion
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96. Golden Gate
97. Gordon w/5 Diamond
98. Government National Mortgage Association
99. GRD w/5 Estates
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108. Huang /3 Lai
109. Huberfeld
110. Huberfeld w/5 Family w/5 Foundation
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112. hwein

113. IMA w/25 SHIP
114. Implant Sciences
115. IMSC
116. info@nextgenerationtrust.com
117. Interlink
118. Investment Mangement Agreement w/25 SHIP
119. Ishmazel
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128. Kalter w/3 Dahlia
129. Kalter w/3 Gilad
130. Katz w/3 Adela
131. Katz w/3 Marcos
132. Katz w/3 Michael
133. Katzenstein
134. Kennedy Sobli
135. Kingdom Energy
136. Koch w/3 Hum\*
137. Landesman
138. Lanzkron
139. Laureate Education
140. LC Energy
141. Leider Enterprises
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148. M.F. Energy
149. Ma2500
150. Marbridge

151. Maritime Capital
152. mathanason
153. Meridian w/5 Capital
154. Meyers w/3 Leon
155. MF Energy
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157. Milberg
158. Mind w/5 Body w/5 Soul
159. Mnord7
160. Montsant
161. Murray
162. MYSRL
163. N Management
164. N. Management
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167. Newel
168. Next w/5 Generation
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175. Ottensoser
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177. Parnes
178. Pedevco
179. Perl
180. PGS
181. Pinson
182. Platinum
183. Poteat
184. PPBE
185. PPBEO
186. PPBEOI
187. PPCO
188. PPLO

189. PPMF
190. PPVA
191. Principal Growth Strategies
192. ralphh@meridiancapital.com
193. Rechnitz
194. RentPath
195. Rockwell w/5 Fulton
196. RZH w/3 Foundation
197. San Gold Corp.
198. SanFilippo
199. Sapphire w/5 Venture
200. Senior Health
201. shlomo@shlomo.com
202. Shulse
203. Small /3 (Dan OR Daniel)
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205. Starfish
206. Steinberg /2 David
207. stevesun13@aol.com
208. Sundheimer
209. SunTrust w/10 COOF
210. Surplus Note
211. swerdiger@outerstuff.com
212. Tevere Capital
213. tfried@meridiancapital.com
214. Trican w/5 Develop\*
215. Trilliant
216. Trinseo
217. trudyshuli33@gmail.com
218. Twosons
219. Ulster
220. Viveros
221. Vot\* w/5 (notes OR bonds)
222. Washington National w/25 Insurance
223. Wegner w/3 Brian
224. Wein w/3 Herschel
225. Werdiger
226. Wilk

- 227. Williams w/3 Jeremy
- 228. WNIC
- 229. Wythe Acquisition
- 230. Zimpfer



**SCHEDULE B**

1. Adler, Sam
2. Feit, Elliot
3. Feuer, Mark
4. Kim, Stewart
5. Lancia, Frank
6. Levy, David
7. Manella, Naftali
8. Marzella, Nicholas
9. Narain, Dhruv
10. Nordlicht, Mark
11. Rakower, Eli
12. Saks, Daniel
13. Shirreffs, David
14. Slota, William
15. Taylor, Scott
16. Wallach, Israel

**SCHEDULE C**

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9. \*@cambellslegal.com
10. \*@cliffordchance.com
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12. \*@connellfoley.com
13. \*@controlrisks.com
14. \*@edwardswildman.com
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17. \*@gersonlaw.com
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19. \*@goldbergsegalla.com
20. \*@goldwatertaplin.com
21. \*@kimmelandkimmel.com
22. \*@klestadt.com
23. \*@lipsiuslaw.com
24. \*@lockelord.com
25. \*@loeb.com
26. \*@morganlewis.com
27. \*@precisiondiscovery.com
28. \*@proskauer.com
29. \*@pryorcashman.com
30. \*@reedsmith.com
31. \*@rexachpico.com
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36. \*@sklaw.com.br

37. \*@skllp.com
38. \*@taplinlaw.net
39. \*@tlgny.com
40. \*@tmlawyers.com
41. \*@wc.com
42. \*cooperlaw\*
43. \*cthomas\*
44. Adderley OR Adderly
45. advice w/10 (attorn\* OR counsel OR legal)
46. Akin
47. Appleby
48. Arent w/3 Fox
49. ask /5 Chris\*
50. attorney w/5 (client OR work)
51. Bahri
52. Blank w/3 Rome
53. Brune
54. Bryan w/3 Cave
55. Canter w/2 (Ted OR Edward)
56. client communication
57. Clifford w/3 Chance
58. Cole w/3 Schotz
59. Connell w/3 Foley
60. Copley w/3 John
61. Debbas w/5 (Pierre OR Romer)
62. Discuss\* w/25 (attorn\* OR counsel)
63. Dougherty w/3 Erin
64. Edwards w/5 Wildman
65. Falk w/2 Alyssa
66. Fier w/2 Seth
67. Fragomen
68. Gerson Law
69. ggh-airlaw
70. Harris w/2 Mark
71. Holinstat w/2 (Steve OR Steven)
72. jlee\*
73. jtucker\*
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75. Knuckey w/2 Ashlee
76. Kochian
77. Komrower
78. Lee w/2 Justin
79. Lipsius
80. Locke w/5 Lord
81. Loeb
82. Malinee
83. Morgan w/3 Lewis
84. Morvillo
85. Navarro w/3 Steve\*
86. Newville w/2 (Josh OR Joshua)
87. Possinger w/2 Paul
88. privilege\*
89. Proskauer
90. Romer /5 Debbas
91. Rosenberg w/3 Estis
92. Sidley
93. Steinmetz
94. Steptoe w/5 Johnson
95. Stroock
96. Terry w/2 (Joe OR Joseph)
97. Thomas /5 Chris\*
98. Thomas Law
99. Tucker w/2 John
100. Vogel w/2 Anneliese
101. Wells w/3 Chris\*
102. Whitmer
103. Williams w/2 Connolly
104. work product
105. Young w/2 Julie
106. Zinn w/2 David