

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

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IN RE PLATINUM-BEECHWOOD LITIGATION : Master Case No. 1:18-cv-06658 (JSR)

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MELANIE L. CYGANOWSKI, AS RECEIVER, BY :
AND FOR PLATINUM PARTNERS CREDIT : Case No. 1:18-cv-12018 (JSR)

OPPORTUNITIES MASTER FUND LP, PLATINUM:
PARTNERS CREDIT OPPORTUNITIES FUND (TE):
LLC, PLATINUM PARTNERS CREDIT : **THE BEECHWOOD PARTIES'**
OPPORTUNITIES FUND LLC, PLATINUM : **ANSWER TO CNO'S CROSS-**
PARTNERS CREDIT OPPORTUNITIES FUND : **CLAIMS AND THIRD PARTY**
INTERNATIONAL LTD., PLATINUM PARTNERS : **COMPLAINT**

CREDIT OPPORTUNITIES FUND :
INTERNATIONAL (A) LTD., and PLATINUM :
PARTNERS CREDIT OPPORTUNITIES FUND (BL):
LLC, : **JURY TRIAL DEMANDED**

Plaintiffs,

v.

BEECHWOOD RE LTD., et al.,

Defendants.

----- :
WASHINGTON NATIONAL INSURANCE
COMPANY and BANKERS CONSECO
LIFE INSURANCE COMPANY,

Cross-Claim Plaintiffs,

v.

MOSHE M. FEUER a/k/a MARK FEUER, et al.,

Cross-Claim Defendants.

----- :
WASHINGTON NATIONAL INSURANCE
COMPANY and BANKERS CONSECO
LIFE INSURANCE COMPANY,

Third-Party Plaintiffs,

v.

MARK NORDLICHT, et al.,

Third-Party Defendants.

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Cross-Claim Defendants the Feuer Family Trust, the Taylor-Lau Family Trust, Beechwood Re Holdings, Inc., B Asset Manager LP, BAM Administrative Services LLC, Beechwood Bermuda Ltd., and Beechwood Bermuda International, Ltd., and Third-Party Defendant Dhruv Narain (together, the “Beechwood Parties”),¹ hereby respond to the Cross-Claims and Third-Party Complaint (“Cross-Claims”) of Bankers Consec Life Insurance Company and Washington National Insurance Company (together, “CNO”), as follows:

470-475. Deny the allegations in Paragraphs 470-475 of the Cross-Claims.

476-477. State that Paragraphs 476-477 of the Cross-Claims assert legal conclusions to which no response is required.

478-482. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraphs 478-482 of the Cross-Claims, except refer to the referenced documents for their true and complete content.

483. State that no response is required for Paragraph 483 of the Cross-Claims because Mark Feuer has been dismissed from the Cross-Claims.

484. Deny the allegations in Paragraph 484 of the Cross-Claims, except admit that Feuer Family Trust is a trust organized under New York law with Feuer’s family members as beneficiaries.

¹ On July 23, 2019, the United States Bankruptcy Court for the Southern District of New York, on July 23, 2019 entered an order in the matter of In Re Beechwood Re, Case No. 19-11560 (MG) staying all actions against Beechwood Re pursuant to Sections 1520 and 362(a) of the Bankruptcy Code. Such order was entered on July 26, 2019. In light of that, no answer is required of Beechwood Re at this time.

Mark Feuer, Scott Taylor, and Beechwood Capital Group LLC do not join in this Answer because all claims against them have been dismissed. (See Doc. No. 380.)

To the extent a response to the allegations involving them is necessary, the Beechwood Parties deny all such allegations except to the extent expressly admitted below.

485-487. State that no response is required for Paragraphs 485-487 of the Cross-Claims because Scott Taylor has been dismissed from the Cross-Claims.

488. Deny the allegations in Paragraph 488 of the Cross-Claims, except admit that Taylor-Lau Family Trust is a trust organized under New York law with Taylor's family members as beneficiaries.

489-507. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraphs 489-507 of the Cross-Claims, except refer to the referenced documents for their true and complete content.

508. Deny the allegations in Paragraph 508 of the Cross-Claims, except admit that Dhruv Narain served as the CIO for Beechwood Re and BAM starting in January 2016.

509-510. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraphs 509-510 of the Cross-Claims.

511. Deny the allegations in Paragraph 511 of the Cross-Claims, except admit that Holdings was the parent company of Beechwood Re and a Delaware corporation with its principal place of business in New York, New York.

512. State that no response is required for Paragraph 512 of the Cross-Claims because Beechwood Capital has been dismissed from the Cross-Claims.

513. Deny the allegations in Paragraph 513 of the Cross-Claims, except admit that BAM was a Delaware limited partnership with its principal place of business in New York, New York.

514. Deny the allegations in Paragraph 514 of the Cross-Claims, except admit that BAM Administrative was a limited liability company organized under Delaware law with its principal place of business in New York, New York.

515. Deny the allegations in Paragraph 515 of the Cross-Claims, except admit that BBL was an entity organized under Bermuda law, with its principal place of business in Bermuda and a place of business in New York, and was a reinsurance company that was licensed as an insurer located in Hamilton, Bermuda, and regulated by the Bermuda Monetary Authority.

516. Deny the allegations in Paragraph 516 of the Cross-Claims, except admit that BBIL was an entity organized under Bermuda law, with its principal place of business in Bermuda and a place of business in New York.

517-518. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraphs 517-518 of the Cross-Claims.

519. Deny the allegations in Paragraph 519 of the Cross-Claims, except admit that Beechwood Investments was a Delaware limited liability company with its principal place of business in New York, New York.

520. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 520 of the Cross-Claims.

521. Deny the allegations in Paragraph 521 of the Cross-Claims as alleged against Beechwood Investments, and deny knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 521 of the Cross-Claims.

522-531. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraphs 522-531 of the Cross-Claims, except refer to the referenced documents for their true and complete content.

532-535. Deny the allegations in Paragraphs 532-535 of the Cross-Claims.

536. Admit that WNIC and BCLIC entered into a reinsurance agreement with Beechwood Re, and otherwise deny the allegations in Paragraph 536 of the Cross-Claims.

537. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 537 of the Cross-Claims.

538. Deny the allegations in Paragraph 538 of the Cross-Claims as alleged against Beechwood Re, and deny knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 538 of the Cross-Claims.

539. Deny the allegations in Paragraph 539 of the Cross-Claims as alleged against Beechwood Re and BAM, and deny knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 539 of the Cross-Claims.

540. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 540 of the Cross-Claims.

541-549. Deny the allegations in Paragraphs 541-549 of the Cross-Claims as alleged against the Beechwood Parties, and deny knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraphs 541-549 of the Cross-Claims.

550. Refer to the referenced documents for their precise terms, and otherwise deny the allegations in Paragraph 550 of the Cross-Claims

551-552. Deny the allegations in Paragraphs 551-552 of the Cross-Claims.

553. State that Paragraph 553 of the Cross-Claims assert legal conclusions to which no response is required, and refer to the referenced documents for their true and complete content.

553-557. Deny the allegations in Paragraphs 553-557 of the Cross-Claims.

558-560. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraphs 558-560 of the Cross-Claims.

561. State that Paragraph 561 of the Cross-Claims assert legal conclusions to which no response is required, and deny knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 561 of the Cross-Claims, except admit that, in 2014, Nomura was granted a security interest in the reinsurance trust accounts established under the Reinsurance Agreements.

562-577. Deny the allegations in Paragraphs 562-577 of the Cross-Claims, and refer to the referenced documents for their true and complete content.

578. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 578 of the Cross-Claims.

579-582. Deny the allegations in Paragraphs 579-582 of the Cross-Claims, and refer to the referenced documents for their true and complete content.

583-584. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraphs 583-584 of the Cross-Claims.

585-587. Deny the allegations in Paragraphs 585-587 of the Cross-Claims, and refer to the referenced documents for their true and complete content.

588. Admit that on September 13, 2016, Beechwood Re, through its counsel, submitted written answers to requests for information made by the New York State Department of Financial Services, and otherwise deny the allegations in Paragraph 588 of the Cross-Claims

589-592. Deny the allegations in Paragraphs 589-592 of the Cross-Claims.

593. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 593 of the Cross-Claims.

594-603. Refer to the referenced documents for their precise terms, and otherwise deny the allegations in Paragraphs 594-603 of the Cross-Claims.

604. Deny the allegations in Paragraph 604 of the Cross-Claims.

605-608. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraphs 605-608 of the Cross-Claims.

609. Deny the allegations in Paragraph 609 of the Cross-Claims.

610. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 610 of the Cross-Claims.

610-613. Deny the allegations in Paragraphs 610-613 of the Cross-Claims.

614. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 614 of the Cross-Claims.

615. Deny the allegations in Paragraph 615 of the Cross-Claims.

616-621. Deny the allegations in Paragraphs 616-621 of the Cross-Claims.

622-624. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraphs 622-624 of the Cross-Claims, and refer to the referenced documents for their precise terms.

625-628. Deny the allegations in Paragraphs 625-628 of the Cross-Claims.

629-634. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraphs 629-634 of the Cross-Claims.

635-638. Deny the allegations in Paragraphs 635-638 of the Cross-Claims.

639. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 639 of the Cross-Claims, and refer to the referenced documents for their precise terms.

640-643. Deny the allegations in Paragraphs 640-643 of the Cross-Claims.

644. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 644 of the Cross-Claims, and refer to the referenced documents for their precise terms.

645. Deny the allegations in Paragraph 645 of the Cross-Claims.

646. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 646 of the Cross-Claims.

647. Deny the allegations in Paragraph 647 of the Cross-Claims.

648. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 648 of the Cross-Claims, except admit that in early 2015, Beechwood Re, BAM and BAM Administrative retained a vendor to replace Lincoln as the valuation consultant.

649. Refer to the referenced documents for their precise terms, and otherwise deny the allegations in Paragraph 649 of the Cross-Claims.

650-652. Deny the allegations in Paragraphs 650-652 of the Cross-Claims.

653-655. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraphs 653-655 of the Cross-Claims.

656. Deny the allegations in Paragraph 656 of the Cross-Claims.

657-676. Refer to the referenced documents for their precise terms, and otherwise deny the allegations in Paragraphs 657-676 of the Cross-Claims.

677. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 677 of the Cross-Claims.

678-683. Deny the allegations in Paragraphs 678-683 of the Cross-Claims.

684-685. Refer to the referenced documents for their precise terms, and otherwise deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraphs 684-685 of the Cross-Claims.

686. Refer to the referenced documents for their precise terms, and otherwise deny the allegations in Paragraph 686 of the Cross-Claims.

687. State that Paragraph 561 of the Cross-Claims asserts legal conclusions to which no response is required, except admit that CIMA placed Beechwood Re in controllership in 2017.

688. Refer to the referenced documents for their precise terms, and otherwise deny the allegations in Paragraph 688 of the Cross-Claims, except admit that, in 2018, CIMA filed a petition in the Cayman Islands courts to Wind Up Beechwood Re.

689. Refer to the referenced documents for their precise terms, and otherwise deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 689 of the Cross-Claims.

690. Refer to the referenced documents for their precise terms, and otherwise deny the allegations in Paragraph 690 of the Cross-Claims.

691. Deny the allegations in Paragraph 691 of the Cross-Claims.

692-710. Refer to the referenced documents for their precise terms, and otherwise deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraphs 692-710 of the Cross-Claims.

711. Deny the allegations in Paragraph 711 of the Cross-Claims.

712-714. Refer to the referenced documents for their precise terms, and otherwise deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraphs 712-714 of the Cross-Claims.

715. Admit that Beechwood Re/BAM forwarded Lincoln's Negative Assurance Letter to WNIC and BCLIC on March 11, 2014, and otherwise deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 715 of the Cross-Claims.

716-718. Refer to the referenced documents for their precise terms, and otherwise deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraphs 716-718 of the Cross-Claims.

719. Admit that Beechwood Re, BAM and/or BAM Administrative forwarded Negative Assurance Letters and Positive Assurance Valuations to WNIC and BCLIC, and otherwise deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 719 of the Cross-Claims.

720. Refer to the referenced documents for their precise terms, and otherwise deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 720 of the Cross-Claims.

721. Deny the allegations in Paragraph 721 of the Cross-Claims.

722. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 722 of the Cross-Claims.

723-735. Refer to the referenced documents for their precise terms, and otherwise deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraphs 723-735 of the Cross-Claims.

736. Admit that Beechwood Re represented to WNIC and BCLIC that it would retain agencies to value and rate private investments and level three assets into which Beechwood Re, BAM and BAM Administrative invested reinsurance trust assets, and otherwise deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 736 of the Cross-Claims.

737-783. Refer to the referenced documents for their precise terms, and otherwise deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraphs 737-783 of the Cross-Claims.

784. State that the Count One has been dismissed with prejudice against all Beechwood Parties and therefore no response is required to Paragraphs 784-793 of the Cross-Claims.

794. State that the Count Two has been dismissed with prejudice against all Beechwood Parties and therefore no response is required to Paragraphs 794-799 of the Cross-Claims.

795-799. Deny the allegations in Paragraphs 795-799 of the Cross-Claims.

800. Restate all of their responses to the allegations in Paragraphs 470-799 of the Cross-Claims in response to Paragraph 800 of the Cross-Claims.²

801. Deny the allegations in Paragraph 801 of the Cross-Claims.

802. Deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 802 of the Cross-Claims.

² The responses to Paragraphs 800-807 of the Cross-Claims is only by Narain and only with respect to the Fraud claim, as the Fraudulent Inducement claim has been dismissed against Narain, and Count Three is not asserted against any of the other Beechwood Parties.

803-807. Deny the allegations in Paragraphs 803-807 of the Cross-Claims.

808. Restate all of their responses to the allegations in Paragraphs 470-807 of the Cross-Claims in response to Paragraph 808 of the Cross-Claims.³

809-810. Refer to the referenced documents for their precise terms, and otherwise deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraphs 809-810 of the Cross-Claims.

811. Deny the allegations in Paragraph 811 of the Cross-Claims.

812. Refer to the referenced documents for their precise terms, and otherwise deny knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 812 of the Cross-Claims.

813-815. Deny the allegations in Paragraphs 813-815 of the Cross-Claims.

816-825. State that Count Five is not asserted against any of the Beechwood Parties and therefore no response is required to Paragraphs 816-825 of the Cross-Claims.

826-834. State that Count Six is not asserted against any of the Beechwood Parties and therefore no response is required to Paragraphs 826-834 of the Cross-Claims.

835. Restate all of their responses to the allegations in Paragraphs 470-834 of the Cross-Claims in response to Paragraph 835 of the Cross-Claims.

836-843. Deny the allegations in Paragraphs 836-843 of the Cross-Claims.

844-852. State that Count Eight is not asserted against any of the Beechwood Parties and therefore no response is required to Paragraphs 844-852 of the Cross-Claims.

³ The responses to Paragraphs 808-815 of the Cross-Claims is only by BBL and BBIL as Count Four is not asserted against any of the other Beechwood Parties.

853-860. State that Count Nine is not asserted against any of the Beechwood Parties and therefore no response is required to Paragraphs 853-860 of the Cross-Claims.

854-860. Deny the allegations in Paragraphs 854-860 of the Cross-Claims.

861-865. State that Count Ten is not asserted against any of the Beechwood Parties all actions against Beechwood Re have been stayed, therefore no response is required to Paragraphs 861-865 of the Cross-Claims.

866. Restate all of their responses to the allegations in Paragraphs 470-865 of the Cross-Claims in response to Paragraph 866 of the Cross-Claims.⁴

867. State that Paragraph 867 of the Cross-Claims asserts legal conclusions to which no response is required, refer to the referenced documents for their precise terms, and deny knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 867 of the Cross-Claims.

868-872. Deny the allegations in Paragraphs 868-872 of the Cross-Claims and refer to the referenced documents for their precise terms.

873. Restate all of their responses to the allegations in Paragraphs 470-872 of the Cross-Claims in response to Paragraph 873 of the Cross-Claims.

874-879. Deny the allegations in Paragraphs 874-879 of the Cross-Claims.

880-888. State that Count Thirteen is not asserted against any of the Beechwood Parties and therefore no response is required to Paragraphs 880-888 of the Cross-Claims.

⁴ The responses to Paragraphs 866-872 of the Cross-Claims is only by BAM, BAM Administrative, and Narain as Count Eleven is not asserted against any of the other Beechwood Parties.

889. Restate all of their responses to the allegations in Paragraphs 470-888 of the Cross-Claims in response to Paragraph 889 of the Cross-Claims.⁵

890. State that Paragraph 890 of the Cross-Claims asserts legal conclusions to which no response is required, refer to the referenced documents for their precise terms, and deny the remaining allegations in Paragraph 890 of the Cross-Claims.

891. Refer to the referenced documents for their precise terms, and deny the remaining allegations in Paragraph 891 of the Cross-Claims.

892-893. Deny the allegations in Paragraphs 892-893 of the Cross-Claims.

894. State that Paragraph 894 of the Cross-Claims asserts legal conclusions to which no response is required.

895-900. Deny the allegations in Paragraphs 895-900 of the Cross-Claims.

901. Restate all of their responses to the allegations in Paragraphs 470-900 of the Cross-Claims in response to Paragraph 901 of the Cross-Claims.⁶

902. Deny the allegations in Paragraph 902 of the Cross-Claims.

903. State that Paragraph 903 of the Cross-Claims asserts legal conclusions to which no response is required.

904. State that Paragraph 904 of the Cross-Claims assert legal conclusions to which no response is required.

905-906. Deny the allegations in Paragraphs 905-906 of the Cross-Claims.

⁵ The responses to Paragraphs 889-900 of the Cross-Claims is only by BBL and BBIL as Count Fourteen is not asserted against any of the other Beechwood Parties.

⁶ The responses to Paragraphs 901-906 of the Cross-Claims is only by BBL and BBIL as Count Fifteen is not asserted against any of the other Beechwood Parties.

907. Restate all of their responses to the allegations in Paragraphs 470-906 of the Cross-Claims in response to Paragraph 907 of the Cross-Claims.⁷

908. Deny the allegations in Paragraph 908 of the Cross-Claims.

909. State that Paragraph 909 of the Cross-Claims asserts legal conclusions to which no response is required.

910. State that Paragraph 910 of the Cross-Claims assert legal conclusions to which no response is required.

911-912. Deny the allegations in Paragraphs 911-912 of the Cross-Claims.

913. Restate all of their responses to the allegations in Paragraphs 470-912 of the Cross-Claims in response to Paragraph 913 of the Cross-Claims.⁸

914. Deny the allegations in Paragraph 914 of the Cross-Claims.

915. State that Paragraph 915 of the Cross-Claims asserts legal conclusions to which no response is required.

916. State that Paragraph 916 of the Cross-Claims assert legal conclusions to which no response is required.

917-918. Deny the allegations in Paragraphs 917-918 of the Cross-Claims.

919-922. State that the Count Eighteen has been dismissed with prejudice against all Beechwood Parties and therefore no response is required to Paragraphs 919-922 of the Cross-Claims.

⁷ The responses to Paragraphs 907-912 of the Cross-Claims is only by BBL and BBIL as Count Sixteen is not asserted against any of the other Beechwood Parties.

⁸ The responses to Paragraphs 913-918 of the Cross-Claims is only by BBL and BBIL as Count Seventeen is not asserted against any of the other Beechwood Parties.

923-926. State that the Count Eighteen has been dismissed with prejudice against all Beechwood Parties and therefore no response is required to Paragraphs 923-926 of the Cross-Claims.

AFFIRMATIVE DEFENSES

As and for separate defenses to the Cross-Claims, and without conceding that the Beechwood Parties bear the burden of proof or persuasion as to any of them, the Beechwood Parties assert as follows:

First Affirmative Defense

1. The Cross-Claims fail to state a claim against the Beechwood Parties upon which relief may be granted.

Second Affirmative Defense

2. The claims in the Cross-Claims are barred, in whole or in part, by the doctrine of *in pari delicto*.

Third Affirmative Defense

3. CNO's claims for relief are barred, in whole or in part, by its failure to mitigate damages.

Fourth Affirmative Defense

4. CNO's claims are barred, in whole or in part, because Plaintiff consented to and/or ratified the conduct alleged to have been wrongful in the Cross-Claims.

Fifth Affirmative Defense

5. CNO's claims are barred, in whole or in part, by the doctrine of waiver.

Sixth Affirmative Defense

6. CNO's claims are barred, in whole or in part, by the doctrine of estoppel.

Seventh Affirmative Defense

7. CNO's claims are barred, in whole or in part, by the doctrine of laches.

Eighth Affirmative Defense

8. CNO's claims are barred, in whole or in part, by the doctrine of unclean hands.

Ninth Affirmative Defense

9. CNO's damages are limited, in whole or in part, by the doctrine of setoff.

Tenth Affirmative Defense

10. CNO's claims are barred, in whole or in part, by the applicable statute of limitations.

Eleventh Affirmative Defense

11. CNO's declaratory judgment claim, and any request for injunctive or equitable relief, are barred, in whole or in part, because Plaintiffs have failed present a justiciable controversy between the parties and therefore the Court lacks jurisdiction to enter the declaratory relief sought.

Twelfth Affirmative Defense

12. CNO's alleged damages, if any, are too speculative and too remote.

Thirteenth Affirmative Defense

13. CNO lacks standing to pursue their claims against the Beechwood Parties.

Fourteenth Affirmative Defense

14. CNO's claims against the Beechwood Parties are barred, in whole or in part, based on the doctrines of assumption of the risk and/or culpable conduct on the part of the Plaintiffs, the parties whom Plaintiffs represent, and the parties in whose shoes Plaintiffs stand.

Fifteenth Affirmative Defense

15. The relief sought in the Cross-Claims is barred, in whole or in part, because any loss or damage sustained by Plaintiffs was occasioned by the acts, omissions, and/or conduct of persons and/or entities over whom the Beechwood Parties exercise no control.

Sixteenth Affirmative Defense

16. CNO's claims are barred, in whole or in part, because Plaintiffs were sophisticated investors.

Reservation of Rights

17. The Beechwood Parties hereby give notice that they intend to rely upon such other and further defenses as may become available during discovery in this action and reserve the right to amend their answer to assert any such defenses.

Dated: September 13, 2019
Kew Gardens, New York

LIPSIUS BENHAIM LAW LLP

By: /s/ Ira S. Lipsius

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Attorney for Cross-Claim Defendants the Feuer Family Trust, the Taylor-Lau Family Trust, Beechwood Re Holdings, Inc., B Asset Manager LP, BAM Administrative Services LLC, Beechwood Bermuda Ltd., and Beechwood Bermuda International, Ltd., and Third-Party Defendant Dhruv Narain