

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

IN RE PLATINUM-BEECHWOOD LITIGATION,

Civil Action No.  
1:18-cv-06658 (JSR)

MELANIE CYGANOWSKI, AS RECEIVER, BY AND  
FOR PLATINUM PARTNERS CREDIT OPPORTUNITIES  
MASTER FUND LP, et al.,

Plaintiffs,

Civil Action No.  
1:18-cv-12018 (JSR)

v.

BEECHWOOD RE LTD., et al.,

Defendants.

**ANSWER, PRAYER FOR RELIEF AND JURY DEMAND OF WASHINGTON  
NATIONAL INSURANCE COMPANY AND BANKERS CONSECO LIFE INSURANCE  
COMPANY**

Washington National Insurance Company (“**WNIC**”) and Bankers Conseco Life Insurance Company (“**BCLIC**”), by and through their counsel, hereby respond as follows to the First Amended Complaint (the “Complaint”) of Melanie L. Cyganowski (the “**Receiver**”):

1. Deny each and every allegation in Paragraph 1.<sup>1</sup>
2. Deny each and every allegation in Paragraph 2, except (a) admit that “the Receiver is not alone in concluding that a massive fraud was orchestrated by certain of the Platinum [ ] insiders . . . and later expanded to include others,” and (b) to the extent that Paragraph 2 purports to paraphrase or refer to the contents of documents that speak for themselves – including the “**PPVA Complaint**,” the “**SHIP Complaint**,” and the

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<sup>1</sup> “Paragraph \_\_\_” – with a capital “P” – refers to the numbered paragraph of the Complaint.

**“BCLIC/WNIC Complaint”** – WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to those documents referenced for a full and accurate rendition of their contents.

3. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 3, except admit that “the object of the fraudulent scheme was the personal enrichment of the Platinum insiders.”

4. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 4, except admit that “Mark Nordlicht and his cohorts desperately needed capital.”

5. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 5, except: (a) admit that Beechwood Re Ltd is a “reinsurance company,” that it “was the vehicle for continuing the fraud, created by certain Platinum insiders, along with Moshe Feuer and Scott Taylor, to gain access to hundreds of millions of dollars in insurance assets that would then be channeled into [ ] Platinum,” and that, “[b]y obtaining access to these insurance assets, the Platinum insiders would be able to, and in fact did, infuse into [ ] Platinum and their distressed portfolio companies much-needed cash”; and (b) to the extent that Paragraph 5 purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

6. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 6, except admit that “the Platinum insiders, many of whom, if not all, were also owners of Beechwood.”

7. Deny each and every allegation in Paragraph 7.

8. Deny each and every allegation in Paragraph 8, except deny knowledge or information sufficient to form a belief as to the truth of any allegations that refer to SHIP.

9. Deny each and every allegation in Paragraph 9, except deny knowledge or information sufficient to form a belief as to the truth of any allegations that refer to SHIP.

10. Deny each and every allegation in Paragraph 10, except deny knowledge or information sufficient to form a belief as to the truth of any allegations that refer to SHIP.

11. Deny each and every allegation in Paragraph 11, except deny knowledge or information sufficient to form a belief as to the truth of any allegations that refer to SHIP.

12. Deny each and every allegation in Paragraph 12.

13. Deny each and every allegation in Paragraph 13.

14. Deny each and every allegation in Paragraph 14.

15. Deny each and every allegation in Paragraph 15.

16. Deny each and every allegation in Paragraph 16.

17. Admit the allegations in Paragraph 17.

18. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 18, except to the extent that the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

19. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 19, except to the extent that the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no

obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

20. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 20, except to the extent that the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

21. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 21, except to the extent that the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

22. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 22, except to the extent that the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

23. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 23, except to the extent that the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

24. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 24.

25. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 25.

26. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 26.

27. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 27.

28. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 28.

29. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 29.

30. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 30.

31. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 31.

32. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 32, except admit that Beechwood Re is a “reinsurance company domiciled in the Cayman Island[s].”

33. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 33.

34. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 34.

35. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 35.

36. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 36.

37. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 37.

38. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 38.

39. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 39, except admit that Beechwood Bermuda Ltd. is and, at all material times hereinafter mentioned, was an entity organized under Bermuda law regulated by the Bermuda Monetary Authority.

40. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 40.

41. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 41.

42. Deny each and every allegation in Paragraph 42, except to the extent that the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

43. Deny each and every allegation in Paragraph 43, except to the extent that the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves,

WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

44. Deny each and every allegation in Paragraph 44, except to the extent that the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

45. Deny each and every allegation in Paragraph 45, except to the extent that the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

46. To the extent that Paragraph 46 identifies the persons or entities that the Receiver includes under the names “Beechwood” or the “Beechwood Entities,” WNIC and BCLIC have no obligation to respond to this Paragraph.

47. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 47.

48. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 48.

49. To the extent that Paragraph 49 identifies the persons or entities that the Receiver includes under the names “Individual Beechwood Defendants” or “Beechwood Defendants,” WNIC and BCLIC have no obligation to respond to this Paragraph.

50. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 50.

51. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 51.

52. Deny each and every allegation of Paragraph 52, except admit that BCLIC is an insurance company domiciled in New York.

53. Admit the allegations of Paragraph 53.

54. Admit the allegations of Paragraph 54.

55. Admit the allegations of Paragraph 55.

56. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 56.

57. Admit the allegations of Paragraph 57.

58. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 58, except admit that “David Levy was a senior executive at [ ] Platinum,” that “[i]n or about 2013, Levy worked closely with Nordlicht to create Beechwood in which he became a minority partner,” and that “[i]n or about 2014, Levy served as Beechwood’s Chief Investment Officer.”

59. Admit the allegations of Paragraph 59.

60. Admit the allegations of Paragraph 60.

61. State that, because Paragraph 61 sets forth legal conclusions, WNIC and BCLIC have no obligation to respond to this Paragraph.

62. State that, because Paragraph 62 sets forth legal conclusions, WNIC and BCLIC have no obligation to respond to this Paragraph.

63. State that, because Paragraph 63 sets forth legal conclusions, WNIC and BCLIC have no obligation to respond to this Paragraph.



64. State that, because Paragraph 64 sets forth legal conclusions, WNIC and BCLIC have no obligation to respond to this Paragraph.

65. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 65.

66. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 66.

67. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 67.

68. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 68.

69. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 69.

70. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 70.

71. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 71.

72. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 72.

73. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 73.

74. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 74.

75. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 75.

76. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 76.

77. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 77.

78. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 78.

79. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 79.

80. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 80.

81. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 81.

82. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 82.

83. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 83.

84. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 84.

85. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 85, except to the extent that the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no

obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

86. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 86, except to the extent that the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

87. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 87, except to the extent that the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

88. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 88, except to the extent that the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

89. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 89.

90. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 90.

91. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 91.

92. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 92.

93. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 93.

94. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 94.

95. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 95.

96. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 96.

97. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 97.

98. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 98.

99. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 99.

100. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 100.

101. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 101.

102. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 102.

103. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 103.

104. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 104.

105. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 105.

106. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 106.

107. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 107, except to the extent that the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

108. Admit the allegations in Paragraph 108.

109. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 109, except admit that “[i]n or about February 2013, Levy and Nordlicht, among other Platinum personnel, commenced working with Taylor and Feuer . . . to create Beechwood.”

110. Admit the allegations in Paragraph 110.

111. Admit the allegations in Paragraph 111, except deny knowledge or information sufficient to form a belief as to the truth of the allegations as to the specific dates when Levy, Slota, Ottensoser and/or Small were “employed by or otherwise connected with” Platinum, Beechwood and/or both.

112. Deny each and every allegation in Paragraph 112.

113. Deny each and every allegation in Paragraph 113.

114. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 114, except deny the allegations relating to WNIC and BCLIC.

115. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 115, except deny the allegations relating to the “CNO Defendants.”

116. Deny each and every allegation in Paragraph 116.

117. Deny each and every allegation in Paragraph 117

118. Deny each and every allegation in Paragraph 118.

119. Deny each and every allegation in Paragraph 119, except to the extent that the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

120. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 120.

121. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 121.

122. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 122, except to the extent that the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

123. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 123.

124. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 124.

125. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 125.

126. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 126.

127. Deny each and every allegation in Paragraph 127.

128. Deny each and every allegation in Paragraph 128, except admit that Eric Johnson has served as “the Chief Investment Officer and President of 40|86 Advisors” and “Executive Vice President of WNIC and BCLIC” and that Matthew Zimpfer has served as “the general counsel of CNO [and] was also listed as an Executive Vice President of BCLIC and WNIC in their statutory filings.”

129. Deny each and every allegation in Paragraph 129, except (a) admit that “CNO, as the holding company, received dividends from its subsidiaries, including BCLIC and WNIC,” and (b) to the extent that Paragraph 129 purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

130. Deny each and every allegation in Paragraph 130.

131. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 131, except to the extent that the Paragraph purports to paraphrase or

refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

132. Deny each and every allegation in Paragraph 132.

133. Deny each and every allegation in Paragraph 133.

134. Deny each and every allegation in Paragraph 134.

135. Deny each and every allegation in Paragraph 135.

136. State that, because Paragraph 136 purports to cite to or paraphrase the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

137. Deny each and every allegation in Paragraph 137, except to the extent that the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

138. State that, because Paragraph 138 purports to cite to or paraphrase the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

139. Deny each and every allegation in Paragraph 139, except to the extent that the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.



140. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 140, except specifically deny that “BCLIC and WNIC” made any “investment” in Beechwood.

141. State that, because Paragraph 141 purports to cite to or paraphrase the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

142. State that, because Paragraph 142 purports to cite to or paraphrase the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

143. State that, because Paragraph 143 purports to cite to or paraphrase the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

144. Deny each and every allegation in Paragraph 144.

145. State that, because Paragraph 145 purports to cite to or paraphrase the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

146. State that, because Paragraph 146 purports to cite to or paraphrase the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this

Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

147. State that, because Paragraph 147 purports to cite to or paraphrase the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

148. State that, because Paragraph 148 purports to cite to or paraphrase the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

149. State that, because Paragraph 149 purports to cite to or paraphrase the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

150. Deny each and every allegation in Paragraph 150, except to the extent the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

151. Deny each and every allegation in Paragraph 151, except (a) to the extent the Paragraph cites to, purports to paraphrase, or refers to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents, and (b)

admit that “BCLIC and WNIC . . . would still be responsible for any unsatisfied claims to the extent Beechwood Re failed to replenish the [ ] Reinsurance Trusts.”

152. Deny each and every allegation in Paragraph 152.

153. Deny each and every allegation in Paragraph 153.

154. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 154, except to the extent that the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

155. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 155.

156. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 156.

157. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 157, except to the extent that the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

158. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 158, except to the extent that the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

159. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 159.

160. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 160.

161. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 161.

162. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 162.

163. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 163.

164. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 164.

165. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 165, except to the extent that the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

166. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 166.

167. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 167, except to the extent that the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no

obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

168. Deny each and every allegation in Paragraph 168, except deny knowledge or information sufficient to form a belief as to the truth of the allegations relating to SHIP.

169. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 169.

170. Deny each and every allegation in Paragraph 170, except deny knowledge or information sufficient to form a belief as to the truth of the allegations relating to SHIP.

171. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 171, except admit that Nordlicht was “sitting in the hopelessly conflicted role he carved out for himself by being Chief Investment Officer and equity holder in [ ] Platinum [ ], while being one of the ultimate and most active owners of Beechwood.”

172. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 172, except admit that Levy was “sitting in the hopelessly conflicted role he carved out for himself as Chief Investment Officer and equity holder in Beechwood, while being a portfolio manager of [ ] Platinum.”

173. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 173.

174. Deny each and every allegation in Paragraph 174, except deny knowledge or information sufficient to form a belief as to the truth of any allegations that refer to SHIP.

175. Deny each and every allegation in Paragraph 175, except deny knowledge or information sufficient to form a belief as to the truth of the allegations relating to SHIP.

176. Deny each and every allegation in Paragraph 176, except deny knowledge or information sufficient to form a belief as to the truth of the allegations relating to SHIP.

177. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 177.

178. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 178.

179. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 179, except admit that “the Beechwood Defendants, led by Levy, working together with [ ] Platinum [ ], led by Nordlicht, systematically utilized the funds [transferred by WNIC and BCLIC] to prop up [ ] Platinum [ ] and [its] portfolio companies” and that “[k]nowing full well that a fraud was afoot, and that Nordlicht and Levy were breaching their fiduciary duties, the Beechwood Defendants structured, negotiated and implemented several transactions to facilitate the fraud.”

180. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 180, except to the extent the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

181. Deny each and every allegation in Paragraph 181, except deny knowledge or information sufficient to form a belief as to the truth of any allegations that refer to SHIP.

182. State that, because the allegations of Paragraph 182 set forth legal conclusions, WNIC and BCLIC have no obligation to respond to this Paragraph.

183. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 183.

184. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 184.

185. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 185.

186. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 186.

187. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 187.

188. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 188.

189. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 189.

190. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 190.

191. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 191.

192. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 192.

193. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 193.

194. Deny each and every allegation in Paragraph 194.

195. Deny each and every allegation in Paragraph 195.

196. Deny each and every allegation in Paragraph 196, except to the extent the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

197. Deny each and every allegation in Paragraph 197.

198. Deny each and every allegation in Paragraph 198.

199. Deny each and every allegation in Paragraph 199.

200. Deny each and every allegation in Paragraph 200, except to the extent the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

201. Deny each and every allegation in Paragraph 201, except to the extent the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

202. Deny each and every allegation in Paragraph 202, except (a) to the extent the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents, and (b) deny knowledge or information sufficient to form a belief as to the truth of the allegations relating to SHIP.

203. Deny each and every allegation in Paragraph 203, except to the extent the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves,



WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

204. Deny each and every allegation in Paragraph 204, except to the extent the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

205. Deny each and every allegation in Paragraph 205.

206. Deny each and every allegation in Paragraph 206, except deny knowledge or information sufficient to form a belief as to the truth of the allegations relating to SHIP.

207. Deny each and every allegation in Paragraph 207.

208. Deny each and every allegation in Paragraph 208, except deny knowledge or information sufficient to form a belief as to the truth of the allegations relating to SHIP.

209. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 209.

210. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 210.

211. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 211.

212. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 212.

213. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 213.

214. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 214.

215. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 215.

216. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 216.

217. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 217.

218. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 218.

219. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 219.

220. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 220.

221. Deny each and every allegation in Paragraph 221, except deny knowledge or information sufficient to form a belief as to the truth of the allegations relating to SHIP.

222. Deny each and every allegation in Paragraph 222, except deny knowledge or information sufficient to form a belief as to the truth of the allegations relating to SHIP.

223. Deny each and every allegation in Paragraph 223 relating to BCLIC and WNIC, except deny knowledge or information sufficient to form a belief as to the truth of the allegations following the opening phrase “[i]t was against this backdrop,” and to the extent the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC

and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

224. Deny each and every allegation in Paragraph 224, except deny knowledge or information sufficient to form a belief as to the truth of the allegations relating to SHIP.

225. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 225.

226. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 226.

227. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 227.

228. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 228.

229. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 229.

230. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 230.

231. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 231.

232. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 232.

233. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 233.

234. Deny each and every allegation relating to the “CNO Defendants,” except deny knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 234.

235. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 235.

236. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 236.

237. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 237.

238. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 238.

239. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 239.

240. Deny each and every allegation in Paragraph 240, except deny knowledge or information sufficient to form a belief as to the truth of the allegations relating to SHIP.

241. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 241.

242. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 242.

243. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 243.

244. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 244.

245. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 245.

246. Deny each and every allegation in Paragraph 246, except to the extent the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

247. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 247, except to the extent the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

248. Deny each and every allegation in Paragraph 248, except deny knowledge or information sufficient to form a belief as to the truth of the allegations relating to SHIP.

249. Deny each and every allegation in Paragraph 249, except deny knowledge or information sufficient to form a belief as to the truth of the allegations relating to SHIP.

250. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 250.

251. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 251.

252. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 252.

253. Deny each and every allegation in Paragraph 253, except deny knowledge or information sufficient to form a belief as to the truth of the allegations relating to SHIP.

254. Deny each and every allegation in Paragraph 254, except deny knowledge or information sufficient to form a belief as to the truth of the allegations relating to SHIP.

255. Deny each and every allegation in Paragraph 255.

256. Deny each and every allegation in Paragraph 256.

257. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 257, except to the extent the Paragraph purports to paraphrase or refer to the contents of documents that speak for themselves, WNIC and BCLIC have no obligation to respond to this Paragraph and refer the Court to the documents referenced for a full and accurate rendition of their contents.

258. Deny each and every allegation in Paragraph 258 and further state that the allegations of the Paragraph set forth legal conclusions to which WNIC and BCLIC are not obligated to respond.

259 – 271. Deny each and every allegation in Paragraphs 259 through 271 and further state that they need not respond to such Paragraphs because the Receiver's RICO claims have been dismissed.

272 – 374. State that they need not respond to such Paragraphs because those Paragraphs are part of the Receiver's claims either (a) against parties other than WNIC or BCLIC, or (b) against WNIC and BCLIC that have been dismissed. To the extent that WNIC and BCLIC have any obligation to respond to those Paragraphs, they deny each and every allegation in them.

#### **THIRTEENTH CLAIM FOR RELIEF**

375. Repeat and reallege, as if fully set forth herein, each and every paragraph of WNIC's and BCLIC's Answer, above.

376. Deny each and every allegation of Paragraph 376.

377. Deny each and every allegation of Paragraph 377.

378. Deny each and every allegation of Paragraph 378.

379. Deny each and every allegation of Paragraph 379.

380. Deny each and every allegation of Paragraph 380.

381. Deny each and every allegation of Paragraph 381.

382. Deny each and every allegation of Paragraph 382.

**FOURTEENTH CLAIM FOR RELIEF**

383. Repeat and reallege, as if fully set forth herein, each and every paragraph of WNIC's and BCLIC's Answer, above.

384. Deny each and every allegation of Paragraph 384.

385. Deny each and every allegation of Paragraph 385.

386. Deny each and every allegation of Paragraph 386.

387. Deny each and every allegation of Paragraph 387.

388. Deny each and every allegation of Paragraph 388.

389. Deny each and every allegation of Paragraph 389.

390. Deny each and every allegation of Paragraph 390.

**FIFTEENTH CLAIM FOR RELIEF**

391. Repeat and reallege, as if fully set forth herein, each and every paragraph of WNIC's and BCLIC's Answer, above.

392. Deny each and every allegation of Paragraph 392.

393. Deny each and every allegation of Paragraph 393.

394. Deny each and every allegation of Paragraph 394.

395. Deny each and every allegation of Paragraph 395.

396. Deny each and every allegation of Paragraph 396.

397. Deny each and every allegation of Paragraph 397.

398. Deny each and every allegation of Paragraph 398.

**SIXTEENTH CLAIM FOR RELIEF**

399. Repeat and reallege, as if fully set forth herein, each and every paragraph of WNIC's and BCLIC's Answer, above.

400. Deny each and every allegation of Paragraph 400.

401. Deny each and every allegation of Paragraph 401.

402. Deny each and every allegation of Paragraph 402.

403. Deny each and every allegation of Paragraph 403.

404. Deny each and every allegation of Paragraph 404.

405. Deny each and every allegation of Paragraph 405.

406. Deny each and every allegation of Paragraph 406.

**SEVENTEENTH CLAIM FOR RELIEF**

407. Repeat and reallege, as if fully set forth herein, each and every paragraph of WNIC's and BCLIC's Answer, above.

408. Deny each and every allegation of Paragraph 408.

409. Deny each and every allegation of Paragraph 409.

410. Deny each and every allegation of Paragraph 410.

411. Deny each and every allegation of Paragraph 411.

412. Deny each and every allegation of Paragraph 412.

413. Deny each and every allegation of Paragraph 413.

414. Deny each and every allegation of Paragraph 414.



415. Deny each and every allegation of Paragraph 415.

416. Deny each and every allegation of Paragraph 416.

**EIGHTEENTH CLAIM FOR RELIEF**

417. Repeat and reallege, as if fully set forth herein, each and every paragraph of WNIC's and BCLIC's Answer, above.

418. Deny each and every allegation of Paragraph 418.

419. Deny each and every allegation of Paragraph 419.

**NINETEENTH CLAIM FOR RELIEF**

420. Repeat and reallege, as if fully set forth herein, each and every paragraph of WNIC's and BCLIC's Answer, above.

421. Deny each and every allegation of Paragraph 421.

422. Deny each and every allegation of Paragraph 422.

423. Deny each and every allegation of Paragraph 423.

424. Deny each and every allegation of Paragraph 424.

425. Deny each and every allegation of Paragraph 425.

426. Deny each and every allegation of Paragraph 426.

**AFFIRMATIVE DEFENSES**

WNIC and BCLIC set forth below their affirmative defenses. Each defense is asserted as to all claims against WNIC and BCLIC. By setting forth these affirmative defenses, WNIC and BCLIC do not assume the burden of proving any fact, issue, or element of a claim where such burden properly belongs to the Receiver.

As separate and distinct affirmative defenses, WNIC and BCLIC state as follows:

**FIRST AFFIRMATIVE DEFENSE**

**(Failure to State a Claim upon Which Relief May Be Granted)**

The Complaint fails to state a claim, in whole or in part, upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

**(Statute of Limitations)**

The Receiver's claims are barred, in whole or in part, by applicable statutes of limitations.

**THIRD AFFIRMATIVE DEFENSE**

**(*In Pari Delicto*)**

The Receiver's claims are barred, in whole or in part, by the *in pari delicto* doctrine.

**FOURTH AFFIRMATIVE DEFENSE**

**(Laches)**

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

**FIFTH AFFIRMATIVE DEFENSE**

**(Estoppel)**

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

**SIXTH AFFIRMATIVE DEFENSE**

**(Waiver)**

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

**SEVENTH AFFIRMATIVE DEFENSE**

**(Ratification)**

The Receiver's claims are barred, in whole or in part, by the doctrine of ratification.

**EIGHTH AFFIRMATIVE DEFENSE**

**(Unclean Hands)**

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

**NINTH AFFIRMATIVE DEFENSE**

**(Failure to Mitigate)**

The Receiver's claims are barred, in whole or in part, by their failure to mitigate, minimize or avoid any damages she may be claiming.

**TENTH AFFIRMATIVE DEFENSE**

**(Standing)**

The Receiver's claims are barred, in whole or in part, because she lacks standing to bring the claims she has brought against WNIC and BCLIC.

**ELEVENTH AFFIRMATIVE DEFENSE**

**(Good Faith)**

The Receiver's claims are barred, in whole or in part, because WNIC and BCLIC at all times acted in good faith.

**TWELFTH AFFIRMATIVE DEFENSE**

**(Election of Remedies)**

The Receiver's claims are barred, in whole or in part, by the doctrine of election of remedies.

**THIRTEENTH AFFIRMATIVE DEFENSE**

**(No Causation)**

The Receiver's claims are barred, in whole or in part, because the parties whose interests the Receiver represents and the parties in whose shoes the Receiver stands have sustained no injury in fact or damages caused by any act or omission of WNIC or BCLIC.

**FOURTEENTH AFFIRMATIVE DEFENSE**

**(Release or Discharge of Claims)**

The Receiver's claims are barred, in whole or in part, because they have been released, discharged, compromised and settled.

**FIFTEENTH AFFIRMATIVE DEFENSE**

**(Accord and Satisfaction)**

The Receiver's claims are barred, in whole or in part, by accord and satisfaction.

**SIXTEENTH AFFIRMATIVE DEFENSE**

**(Lack of Personal Jurisdiction)**

The Receiver's claims against WNIC are barred, in whole or in part, due to lack of personal jurisdiction.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

**(Assumption of Risk/Culpable Conduct)**

The Receiver's claims are barred, in whole or in part, based on doctrines of assumption of risk and/or culpable conduct on the part of the Receiver, the parties whose interests she represents and/or the parties in whose shoes she stands.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

**(Alleged Damages Caused by Other Parties)**

The Receiver's claims are barred, in whole or in part, because any damages that she claims were incurred by the parties whose interests the Receiver represents and the parties in whose shoes the Receiver stands were due to the acts or omissions of parties other than WNIC or BCLIC.

**NINETEENTH AFFIRMATIVE DEFENSE**

**(Failure to Plead with Specificity)**

The Receiver's claims are barred, in whole or in part, because she has failed to plead claims against WNIC and/or BCLIC with the specificity required under Fed. R. Civ. P. 9(b).

**TWENTIETH AFFIRMATIVE DEFENSE**

**(The Wagoner Rule)**

The Receiver's claims are barred, in whole or in part, based on the rule articulated in *Shearson Lehman Hutton, Inc. v. Wagoner*, 944 F.2d 114 (2d Cir. 1991).

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

**(Obligations Met)**

The Receiver's claims are barred, in whole or in part, because WNIC and BCLIC met all of their obligations under their Agreements with Beechwood Re.

**TWENTY-SECOND AFFIRMATIVE DEFENSE**

**(RICO Claims Based on Securities Transactions)**

The Receiver's claims under the Racketeer Influenced and Corrupt Organizations Act of 1970, 18 U.S.C. § 1961, *et seq.* ("RICO"), are barred because they are based on securities transactions, which is impermissible under RICO.

**TWENTY-THIRD AFFIRMATIVE DEFENSE**

**(Arbitration)**

The Receiver's claims are subject to arbitration under the Reinsurance Agreements between Beechwood, on the one hand, and BCLIC and WNIC, on the other hand, because, among other reasons, the Receiver has admitted that the Platinum entities and Beechwood were alter egos and agents of each other.

**TWENTY-FOURTH AFFIRMATIVE DEFENSE**

**(No Conveyance)**

The Receiver's claims are barred because no Platinum entity conveyed anything to BCLIC or WNIC and hence there is no conveyance to set aside.

**TWENTY-FIFTH AFFIRMATIVE DEFENSE**

**(Security Interest)**

The Receiver's claims are barred because BCLIC and WNIC had a security interest in all assets in the reinsurance trusts and were thus entitled by law and contract to recapture the trust assets free and clear of claims of alleged competing creditors to the trusts.

**TWENTY-SIXTH AFFIRMATIVE DEFENSE**

**(No Standing)**

The Receiver lacks standing to pursue fraudulent transfer claims because only Platinum's creditors, as opposed to a Platinum Receiver, may assert such claims.

**TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

**(Set-Off)**

WNIC and BCLIC are entitled to a set-off in the amount owed to WNIC and BCLIC, as set forth in WNIC's and BCLIC's proofs of claim submitted against the Platinum Receivership Entities.

**RESERVATION OF RIGHTS TO ASSERT ADDITIONAL DEFENSES**

WNIC and BCLIC have not knowingly or intentionally waived any applicable defenses, and they reserve the right to assert and rely upon other applicable defenses that may become available or apparent during discovery in this matter. WNIC and BCLIC reserve the right to amend or seek to amend their Answer, Affirmative Defenses, Cross-claims and Third-party claims.

**PRAYER FOR RELIEF**

WNIC and BCLIC hereby reassert and reallege, as if fully set forth herein, their cross-claims and third-party claims as set forth in the case captioned *Cyganowski v. Beechwood Re Ltd., et al.*, 18-cv-12018-JSR, Dkt. No. 75 ("WNIC's and BCLIC's Claims"). In accordance with WNIC's and BCLIC's Claims and their Answer, set forth above, WNIC and BCLIC each demand the following relief:

- A. Judgment against the Receiver and in favor of WNIC and BCLIC on each of the Receiver's claims against WNIC and/or BCLIC;
- B. A declaration in favor of WNIC and BCLIC on Receiver's Nineteenth Claim for Relief, stating that the Receiver has not stated a claim for relief against WNIC and/or BCLIC;

- C. Judgment against the Receiver and in favor of WNIC and BCLIC for the costs and fees of this action, including reasonable attorneys' fees;
- D. Judgment on WNIC's and BCLIC's Claims in favor of WNIC and/or BCLIC, and against each cross-claim defendant and third-party defendant on those Claims, in an amount to be determined at trial, including all direct and/or consequential damages and punitive damages under state law, plus all applicable interest;
- E. Judgment on WNIC's and BCLIC's Claims in favor of WNIC and/or BCLIC, and against each cross-claim defendant and third-party defendant on those Claims, for the costs and fees of WNIC's and BCLIC's Claims, including reasonable attorneys' fees;
- F. For such other and further relief as this Court deems just and proper.

**JURY DEMAND**

WNIC and BCLIC demand a trial by jury on all issues so triable.

Dated: New York, New York  
September 13, 2019

ALSTON & BIRD LLP

By:           /s/ Adam J. Kaiser          

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