

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE PLATINUM-BEECHWOOD LITIGATION

Civil Action No.
1:18-cv-00658

MELANIE L. CYGANOWSKI, AS RECEIVER,
BY AND 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,

Civil Action No.
1:18-cv-12018

Plaintiffs,

v.

BEECHWOOD RE LTD., *et al.*,

Defendants.

**ANSWER OF PB INVESTMENT HOLDINGS LTD. TO
THE RECEIVER'S FIRST AMENDED COMPLAINT**

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PB Investment Holdings Ltd., as successor-in-interest to Beechwood Bermuda Investment Holdings Ltd. (and incorrectly sued as Beechwood Bermuda Investment Holdings Ltd.) (“PBIHL”), by and through its counsel, responds to the Receiver’s First Amended Complaint (the “FAC”).

I.

NATURE OF THIS ACTION

1. Because Paragraph 1¹ sets forth (a) legal conclusions and/or (b) the Receiver’s requests for relief, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, it denies that the Receiver is entitled to the relief she requests.

2. PBIHL denies each and every allegation in Paragraph 2, except admits that other complaints filed in this district allege the same fraudulent scheme. These complaints include: *Trott, et al. v. Platinum Management (NY) LLC, et al.*, 18 Civ. 10936-JSR (the ‘PPVA Complaint’); *Senior Health Insurance Co. of Pa. v. Beechwood Re Ltd., et al.*, 18 Civ. 10936-JSR (as amended, the ‘SHIP Complaint’); and *Bankers Consec Life Ins. Co., et al. v. Moshe M. Feuer, et al.*, 16 Civ. 07646-ER (stayed) (the ‘BLIC/WNIC Complaint,’ and collectively with the PPVA Complaint and the SHIP Complaint, the ‘Fraud Complaints’).”

3. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 3.

4. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 4, except to the extent that Paragraph 4 purports to paraphrase the

¹ “Paragraph ___” – with a capital “P” – refers to the numbered paragraph in the FAC.

contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

5. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 5, except to the extent that Paragraph 5 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

6. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 6.

7. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 7.

8. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 8.

9. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 9, except to the extent that Paragraph 9 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

10. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 10, except to the extent that Paragraph 10 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

11. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 11, except to the extent that Paragraph 11 purports to paraphrase

the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

12. Because Paragraph 12 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in this Paragraph. Further, to the extent that this Paragraph purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

13. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 13, except to the extent that Paragraph 13 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

14. Because Paragraph 14 sets forth (a) legal conclusions and/or (b) the Receiver's requests for relief, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, it denies that the Receiver is entitled to the relief she requests.

15. PBIHL denies each and every allegation in Paragraph 15.

16. Because Paragraph 16 sets forth (a) legal conclusions and/or (b) the Receiver's requests for relief, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, it denies that the Receiver is entitled to the relief she requests.

II.

EVENTS LEADING TO THIS ACTION

17. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 17.

18. PBIHL admits the allegations of Paragraph 18.

19. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 19, except to the extent that Paragraph 19 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

20. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 20.

21. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 21.

22. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 22.

23. Paragraph 23 purports to paraphrase the contents of documents that speak for themselves. Accordingly, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

III.

THE BASES FOR THE RECEIVER'S INFORMATION AND BELIEF

24. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 24, except to the extent that Paragraph 24 purports to paraphrase

the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

IV.

THE PARTIES

A. The Plaintiffs

25. PBIHL admits the allegations of Paragraph 25.

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

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

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

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

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

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

B. The Defendants

32. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 32.

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

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

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

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

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

38. PBIHL denies each and every allegation in Paragraph 38, except admits that it is domiciled in Bermuda.

39. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 39.

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

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

42. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 42.

43. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 43.

44. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 44.

45. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 45.

46. To the extent that Paragraph 46 identifies the persons or entities that the Receiver includes under the names “Beechwood Entities” and “Beechwood,” PBIHL has no obligation to respond to this Paragraph. Further, PBIHL objects to Paragraph 46 because it constitutes impermissible group pleading.

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

48. PBIHL denies 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” and “Beechwood Defendants,” PBIHL has no obligation to respond to this Paragraph. Further, PBIHL objects to Paragraph 46 because it constitutes impermissible group pleading.

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

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

52. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 52.

53. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 53.

54. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 54.

55. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 55.

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

C. Other Relevant Individuals and Entities

57. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 57.

58. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 58.

59. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 59.

60. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 60.

V.

JURISDICTION AND VENUE

61. Because Paragraph 61 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, PBIHL denies the allegations in Paragraph 61.

62. Because Paragraph 62 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, PBIHL denies the allegations in Paragraph 62.

63. Because Paragraph 63 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, PBIHL denies the allegations in Paragraph 63.

64. PBIHL denies the allegations in Paragraph 64.

VI.

FACTS

A. The Platinum Family of Funds

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

1. The PPCO Family of Funds

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

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

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

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

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

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

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

73. Because Paragraph 73 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 73.

74. Because Paragraph 74 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 74.

75. Because Paragraph 75 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 75.

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

77. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 77, except to the extent that Paragraph 77 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

78. Because Paragraph 78 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond

to this Paragraph, PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 78.

79. Because Paragraph 79 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 79.

80. Because Paragraph 80 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 80.

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

2. The PPVA Family of Funds

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

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

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

85. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 85.

86. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 86.

87. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 87.

88. PBIHL admits the allegations of Paragraph 88.

89. PBIHL admits the allegations of Paragraph 89.

3. Innocent Insiders at the Platinum Family of Funds

90. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 90 and all subparts.

B. The PPVA Funds' Financial Condition through the End of 2013

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

92. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 92, except to the extent that Paragraph 92 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

93. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 93, except to the extent that Paragraph 93 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

94. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 94, except to the extent that Paragraph 94 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

95. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 95, except to the extent that Paragraph 95 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

96. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 96, except to the extent that Paragraph 96 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

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

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

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

100. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 100, except to the extent that Paragraph 100 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

C. The PPCO Funds' Financial Condition through the End of 2013

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

102. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 102, except to the extent that Paragraph 102 purports to paraphrase

the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

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

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

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

106. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 106, except to the extent that Paragraph 106 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

D. The Creation of the Platinum Insiders' White Knight: Beechwood

107. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 107, except to the extent that Paragraph 107 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

108. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 108, except to the extent that Paragraph 108 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

109. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 109.

110. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 110.

111. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 111.

112. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 112 and all subparts.

113. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 113, except to the extent that Paragraph 113 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

E. The Formation of the Beechwood, BCLIC, WNIC and SHIP Relationship

1. Problems Experienced in the Long-Term Care Insurance Industry

114. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 114.

115. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 115.

2. CNO's Spinoff of SHIP

116. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 116.

117. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 117.

118. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 118.

119. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 119, except to the extent that Paragraph 119 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

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

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

122. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 122, except to the extent that Paragraph 122 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

123. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 123, except to the extent that Paragraph 123 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

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

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

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

3. The CNO, BCLIC and WNIC Relationship

127. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 127.

128. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 128.

129. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 129.

130. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 130.

131. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 131.

132. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 132, except to the extent that Paragraph 132 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

133. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 133.

134. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 134.

4. BCLIC and WNIC's Introduction to Beechwood

135. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 135.

136. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 136.

137. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 137.

138. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 138.

139. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 139.

140. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 140, except to the extent that Paragraph 140 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

5. The BCLIC and WNIC Reinsurance Agreements

141. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 141.

142. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 142.

143. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 143, except to the extent that Paragraph 143 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

144. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 144.

145. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 145.

146. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 146.

147. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 147.

148. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 148.

149. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 149.

150. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 150.

151. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 151.

152. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 152.

153. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 153.

6. SHIP's Introduction to Beechwood

154. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 154.

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

156. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 156, except to the extent that Paragraph 156 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

157. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 157.

158. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 158.

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

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

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

7. The SHIP Investment Management Agreements

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

163. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 163 and all subparts.

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

165. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 165 and all subparts, except to the extent that Paragraph 165

purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

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

167. PBIHL denies the allegations in Paragraph 167.

F. Beechwood's Use of the Insurance Companies' Funds

168. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 168.

169. PBIHL denies the allegations in Paragraph 169.

170. PBIHL denies the allegations in Paragraph 170.

171. PBIHL denies the allegations in Paragraph 171.

172. PBIHL denies the allegations in Paragraph 172.

173. PBIHL denies the allegations in Paragraph 173.

174. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 174.

175. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 175.

176. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 176.

1. The Beechwood Defendants Provided Substantial Assistance to the Fraudsters

177. PBIHL denies the allegations in Paragraph 177.

178. PBIHL denies the allegations in Paragraph 178.

179. PBIHL denies the allegations in Paragraph 179.

180. PBIHL denies the allegations in Paragraph 180.

181. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 181.

182. Because Paragraph 182 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph.

183. PBIHL denies the allegations in Paragraph 183.

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

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

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

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

188. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 188, except to the extent that Paragraph 188 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

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

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

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

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

193. PBIHL denies the allegations in Paragraph 193.

2. The CNO Defendants Provided Substantial Assistance to the Fraudsters

194. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 194.

195. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 195.

196. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 196.

197. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 197.

198. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 198.

199. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 199.

200. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 200.

201. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 201.

202. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 202, except to the extent that Paragraph 202 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

203. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 203.

204. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 204.

205. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 205.

206. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 206.

207. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 207.

3. SHIP Provided Substantial Assistance to the Fraudsters

208. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 208.

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

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

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

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

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

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

215. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 215, except to the extent that Paragraph 215 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

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

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

218. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 218, except to the extent that Paragraph 218 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

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

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

G. The December 2015 and March 2016 Fraudulent Conveyances

221. PBIHL denies the allegations in Paragraph 221 and all subparts.

222. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 222.

223. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 223.

224. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 224.

1. The December 2015 Fraudulent Conveyance

225. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 225, except to the extent that Paragraph 225 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

226. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 226, except to the extent that Paragraph 226 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

227. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 227, except to the extent that Paragraph 227 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

228. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 228, except to the extent that Paragraph 228 purports to paraphrase

the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

229. PBIHL denies the allegations in Paragraph 229.

230. PBIHL denies the allegations in Paragraph 230 and all subparts.

231. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 231, except to the extent that Paragraph 231 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

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

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

234. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 234.

235. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 235, except to the extent that Paragraph 235 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

236. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 236, except to the extent that Paragraph 236 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

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

238. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 238, except to the extent that Paragraph 238 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

239. Because Paragraph 239 sets forth (a) legal conclusions and/or (b) the Receiver's requests for relief, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, it denies that the Receiver is entitled to the relief she requests.

2. The March 2016 Fraudulent Conveyance

240. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 240, except to the extent that Paragraph 240 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

241. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 241, except to the extent that Paragraph 241 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

242. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 242, except to the extent that Paragraph 242 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

243. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 243, except to the extent that Paragraph 243 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

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

245. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 245, except to the extent that Paragraph 245 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

246. PBIHL denies the allegations in Paragraph 246 and all subparts.

247. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 247, except to the extent that Paragraph 247 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

248. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 248, except to the extent that Paragraph 248 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

249. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 249.

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

251. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 251, except to the extent that Paragraph 251 purports to paraphrase the contents of documents that speak for themselves, PBIHL has no obligation to respond to this Paragraph and refers the Court to the documents referenced for a rendition of their contents.

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

253. PBIHL denies the allegations in Paragraph 253.

254. PBIHL denies the allegations in Paragraph 254.

255. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 255.

256. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 256.

257. PBIHL denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 257.

258. Because Paragraph 258 sets forth (a) legal conclusions and/or (b) the Receiver's requests for relief, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, it denies that the Receiver is entitled to the relief she requests.

VII.

THE RICO ENTERPRISES

259. Because Paragraph 259 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph.

260. PBIHL denies each and every allegation in Paragraph 260.

261. PBIHL denies each and every allegation in Paragraph 261.

262. Because Paragraph 262 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, it denies each and every allegation in Paragraph 262.

263. Because Paragraph 263 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, it denies each and every allegation in Paragraph 263.

264. Because Paragraph 264 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, it denies each and every allegation in Paragraph 264.

265. Because Paragraph 265 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph.

266. Because Paragraph 266 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, it denies each and every allegation in Paragraph 266.

267. Because Paragraph 267 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, it denies each and every allegation in Paragraph 267.

268. PBIHL denies each and every allegation in Paragraph 268.

269. Because Paragraph 269 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, it denies each and every allegation in Paragraph 269.

270. Because Paragraph 270 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph.

271. Because Paragraph 271 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, it denies each and every allegation in Paragraph 271.

VIII.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

Violation of RICO (18 U.S.C. § 1962(c))

BY

All Plaintiffs

AGAINST

All Defendants

272. Paragraph 272 does not contain factual allegations that require a response. PBIHL repeats and reasserts each and every response contained above as if fully set forth herein.

273. Because the Court dismissed the Receiver's First Claim for Relief against PBIHL on August 18, 2019 (*see* Order, D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 273.

274. Because the Court dismissed the Receiver's First Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 274.

275. Because the Court dismissed the Receiver's First Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 275.

276. Because the Court dismissed the Receiver's First Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 276.

277. Because the Court dismissed the Receiver's First Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 277.

278. Because the Court dismissed the Receiver's First Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 278.

279. Because the Court dismissed the Receiver's First Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 279.

280. Because the Court dismissed the Receiver's First Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 280.

281. Because the Court dismissed the Receiver's First Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 281.

282. Because the Court dismissed the Receiver's First Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 282.

283. Because the Court dismissed the Receiver's First Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 283.

284. Because the Court dismissed the Receiver's First Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 284.

285. Because the Court dismissed the Receiver's First Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 285.

286. Because the Court dismissed the Receiver's First Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 286.

287. Because the Court dismissed the Receiver's First Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 287.

288. Because the Court dismissed the Receiver's First Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 288.

289. Because the Court dismissed the Receiver's First Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 289.

290. Because the Court dismissed the Receiver's First Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 290.

SECOND CLAIM FOR RELIEF

Violation of RICO (18. U.S.C. § 1962(a))

BY
All Plaintiffs

AGAINST
All Defendants

291. Paragraph 291 does not contain factual allegations that require a response. PBIHL repeats and reasserts each and every response contained above as if fully set forth herein.

292. Because the Court dismissed the Receiver's Second Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 292.

293. Because the Court dismissed the Receiver's Second Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 293.

294. Because the Court dismissed the Receiver's Second Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 294

295. Because the Court dismissed the Receiver's Second Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 295.

296. Because the Court dismissed the Receiver's Second Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 296.

297. Because the Court dismissed the Receiver's Second Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 297.

298. Because the Court dismissed the Receiver's Second Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 298.

THIRD CLAIM FOR RELIEF

Violation of RICO (18 U.S.C. § 1962(d))

BY
All Plaintiffs

AGAINST
All Defendants

299. Paragraph 299 does not contain factual allegations that require a response. PBIHL repeats and reasserts each and every response contained above as if fully set forth herein.

300. Because the Court dismissed the Receiver's Third Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 300.

301. Because the Court dismissed the Receiver's Third Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 301.

302. Because the Court dismissed the Receiver's Third Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 302.

303. Because the Court dismissed the Receiver's Third Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 303.

304. Because the Court dismissed the Receiver's Third Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 304.

305. Because the Court dismissed the Receiver's Third Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 305.

306. Because the Court dismissed the Receiver's Third Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 306.

307. Because the Court dismissed the Receiver's Third Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 307.

308. Because the Court dismissed the Receiver's Third Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 308.

FOURTH CLAIM FOR RELIEF

**Violations of Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b)
and Rule 10b-5 Promulgated Thereunder**

(asserted in the alternative to the First through Third Claims for Relief)

BY
All Plaintiffs

AGAINST
All Defendants

309. Paragraph 309 does not contain factual allegations that require a response. PBIHL repeats and reasserts each and every response contained above as if fully set forth herein.

310. Because the Court dismissed the Receiver's Fourth Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 310.

311. Because the Court dismissed the Receiver's Fourth Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 311.

312. Because the Court dismissed the Receiver's Fourth Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 312.

313. Because the Court dismissed the Receiver's Fourth Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 313.

314. Because the Court dismissed the Receiver's Fourth Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 314.

315. Because the Court dismissed the Receiver's Fourth Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 315.

316. Because the Court dismissed the Receiver's Fourth Claim for Relief against PBIHL on August 18, 2019 (*see* D.E. 380), PBIHL states that it has no obligation to respond to Paragraph 316.

FIFTH CLAIM FOR RELIEF

Violations of Section 20 of the Exchange Act
(*asserted in the alternative to the First through Third Claims for Relief*)

BY
All Plaintiffs

AGAINST
Individual Defendants Feuer and Taylor

317. Paragraph 317 does not contain factual allegations that require a response. PBIHL repeats and reasserts each and every response contained above as if fully set forth herein.

318. Because Paragraph 318 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

319. Because Paragraph 319 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

320. Because Paragraph 319 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

321. Because Paragraph 319 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

SIXTH CLAIM FOR RELIEF

Aiding and Abetting Breach of Fiduciary Duty

BY
All Plaintiffs

AGAINST
All Defendants

322. Paragraph 322 does not contain factual allegations that require a response. PBIHL repeats and reasserts each and every response contained above as if fully set forth herein.

323. Because Paragraph 323 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, it denies each and every allegation in Paragraph 323.

324. Because Paragraph 324 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, it denies each and every allegation in Paragraph 324.

325. Because Paragraph 325 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, it denies each and every allegation in Paragraph 325.

326. Because Paragraph 326 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, it denies each and every allegation in Paragraph 326.

327. Because Paragraph 327 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, it denies each and every allegation in Paragraph 327.

328. PBIHL denies the allegations in Paragraph 328.

329. PBIHL denies the allegations in Paragraph 329 and all subparts.

330. PBIHL denies the allegations in Paragraph 330.

331. PBIHL denies the allegations in Paragraph 331.

332. Because Paragraph 332 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, it denies each and every allegation in Paragraph 332.

333. PBIHL denies the allegations in Paragraph 333.

SEVENTH CLAIM FOR RELIEF

Aiding and Abetting Common Law Fraud

BY
All Plaintiffs

AGAINST
All Defendants

334. Paragraph 334 does not contain factual allegations that require a response. PBIHL repeats and reasserts each and every response contained above as if fully set forth herein.

335. Because Paragraph 335 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, it denies each and every allegation in Paragraph 335.

336. PBIHL denies the allegations in Paragraph 336 and all subparts.

337. PBIHL denies the allegations in Paragraph 337.

338. PBIHL denies the allegations in Paragraph 338.

339. Because Paragraph 339 sets forth legal conclusions, PBIHL states that it has no obligation to respond to this Paragraph. To the extent that PBIHL has any obligation to respond to this Paragraph, it denies each and every allegation in Paragraph 339.

340. PBIHL denies the allegations in Paragraph 340.

EIGHTH CLAIM FOR RELIEF

Actual Fraudulent Conveyance in Violation of N.Y. Debtor and Creditor Law §§ 275 and 278 (SHIP Note Issuance)

BY

The Receiver by and for (i) PPCO Master Fund, (ii) the PPCO Feeder Funds, and (iii) the PPCO Blocker Fund

AGAINST

BAM Administrative and SHIP

341. Paragraph 341 does not contain factual allegations that require a response. PBIHL repeats and reasserts each and every response contained above as if fully set forth herein.

342. Because Paragraph 342 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

343. Because Paragraph 343 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

344. Because Paragraph 344 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

345. Because Paragraph 345 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

346. Because Paragraph 346 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

347. Because Paragraph 347 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

NINTH CLAIM FOR RELIEF

Actual Fraudulent Conveyance in Violation of N.Y. Debtor and Creditor Law §§ 276 and 278 and for Relief Under N.Y. Debtor and Creditor Law § 276-a (SHIP Note Issuance)

BY

The Receiver by and for (i) PPCO Master Fund, (ii) the PPCO Feeder Funds, and (iii) the PPCO Blocker Fund

AGAINST
BAM Administrative and SHIP

348. Paragraph 348 does not contain factual allegations that require a response. PBIHL repeats and reasserts each and every response contained above as if fully set forth herein.

349. Because Paragraph 349 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

350. Because Paragraph 350 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

351. Because Paragraph 351 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

352. Because Paragraph 352 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

353. Because Paragraph 353 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

354. Because Paragraph 354 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

TENTH CLAIM FOR RELIEF

**Constructive Fraudulent Conveyance in Violation of N.Y. Debtor and Creditor Law
§§ 273 and 278 (SHIP Note Issuance)**

BY

*The Receiver by and for (i) PPCO Master Fund, (ii) the PPCO Feeder Funds, and
(iii) the PPCO Blocker Fund*

AGAINST
BAM Administrative and SHIP

355. Paragraph 355 does not contain factual allegations that require a response. PBIHL repeats and reasserts each and every response contained above as if fully set forth herein.

356. Because Paragraph 356 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

357. Because Paragraph 357 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

358. Because Paragraph 358 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

359. Because Paragraph 359 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

360. Because Paragraph 360 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

361. Because Paragraph 361 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

ELEVENTH CLAIM FOR RELIEF

**Constructive Fraudulent Conveyance in Violation of N.Y. Debtor and Creditor Law
§§ 274 and 278 (SHIP Note Issuance)**

BY

*The Receiver by and for (i) PPCO Master Fund, (ii) the PPCO Feeder Funds, and
(iii) the PPCO Blocker Fund*

AGAINST

BAM Administrative and SHIP

362. Paragraph 362 does not contain factual allegations that require a response. PBIHL repeats and reasserts each and every response contained above as if fully set forth herein.

363. Because Paragraph 363 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

364. Because Paragraph 364 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

365. Because Paragraph 365 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

366. Because Paragraph 366 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

367. Because Paragraph 367 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

TWELFTH CLAIM FOR RELIEF

Constructive Fraudulent Conveyance of Partnership Property in Violation of N.Y. Debtor and Creditor Law §§ 277 and 278 (SHIP Note Issuance)

BY

*The Receiver by and for (i) PPCO Master Fund, (ii) the PPCO Feeder Funds, and
(iii) the PPCO Blocker Fund*

AGAINST

BAM Administrative and SHIP

368. Paragraph 368 does not contain factual allegations that require a response. PBIHL repeats and reasserts each and every response contained above as if fully set forth herein.

369. Because Paragraph 369 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

370. Because Paragraph 370 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

371. Because Paragraph 371 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

372. Because Paragraph 372 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

373. Because Paragraph 373 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

374. Because Paragraph 374 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

THIRTEENTH CLAIM FOR RELIEF

**Actual Fraudulent Conveyance in Violation of N.Y. Debtor and Creditor Law
§§ 275 and 278 (March NPA)**

BY

*The Receiver by and for (i) PPCO Master Fund, (ii) the PPCO Feeder Funds, and
(iii) the PPCO Blocker Fund*

AGAINST

*BAM Administrative, SHIP, BCLIC, WNIC, BRe BCLIC Primary, BRe BCLIC Sub, BRe WNIC
2013 LTC Primary, and BRe WNIC 2013 LTC Sub*

375. Paragraph 375 does not contain factual allegations that require a response. PBIHL repeats and reasserts each and every response contained above as if fully set forth herein.

376. Because Paragraph 376 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

377. Because Paragraph 377 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

378. Because Paragraph 378 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

379. Because Paragraph 379 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

380. Because Paragraph 380 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

381. Because Paragraph 381 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

382. Because Paragraph 382 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

FOURTEENTH CLAIM FOR RELIEF

Actual Fraudulent Conveyance in Violation of N.Y. Debtor and Creditor Law §§ 276, 276-a and 278 (March NPA)

BY

The Receiver by and for (i) PPCO Master Fund, (ii) the PPCO Feeder Funds, and (iii) the PPCO Blocker Fund

AGAINST

BAM Administrative, SHIP, BCLIC, WNIC, BRe BCLIC Primary, BRe BCLIC Sub, BRe WNIC 2013 LTC Primary, and BRe WNIC 2013 LTC Sub

383. Paragraph 383 does not contain factual allegations that require a response. PBIHL repeats and reasserts each and every response contained above as if fully set forth herein.

384. Because Paragraph 384 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

385. Because Paragraph 385 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

386. Because Paragraph 386 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

387. Because Paragraph 387 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

388. Because Paragraph 388 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

389. Because Paragraph 389 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

390. Because Paragraph 390 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

FIFTEENTH CLAIM FOR RELIEF

**Constructive Fraudulent Conveyance in Violation of N.Y. Debtor and Creditor Law
§§ 273 and 278 (March NPA)**

BY

*The Receiver by and for (i) PPCO Master Fund, (ii) the PPCO Feeder Funds, and
(iii) the PPCO Blocker Fund*

AGAINST

*BAM Administrative, SHIP, BCLIC, WNIC, BRe BCLIC Primary, BRe BCLIC Sub, BRe WNIC
2013 LTC Primary, and BRe WNIC 2013 LTC Sub*

391. Paragraph 391 does not contain factual allegations that require a response. PBIHL repeats and reasserts each and every response contained above as if fully set forth herein.

392. Because Paragraph 392 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

393. Because Paragraph 393 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

394. Because Paragraph 394 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

395. Because Paragraph 395 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

396. Because Paragraph 396 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

397. Because Paragraph 397 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

398. Because Paragraph 398 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

SIXTEENTH CLAIM FOR RELIEF
Constructive Fraudulent Conveyance in Violation of N.Y. Debtor and Creditor Law
§§ 274 and 278 (March NPA)

BY

The Receiver by and for (i) PPCO Master Fund, (ii) the PPCO Feeder Funds, (iii) the PPCO Blocker Fund, and (iv) PPCO Onshore Feeder Fund

AGAINST

BAM Administrative, SHIP, BCLIC, WNIC, BRe BCLIC Primary, BRe BCLIC Sub, BRe WNIC 2013 LTC Primary, and BRe WNIC 2013 LTC Sub

399. Paragraph 399 does not contain factual allegations that require a response. PBIHL repeats and reasserts each and every response contained above as if fully set forth herein.

400. Because Paragraph 400 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

401. Because Paragraph 401 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

402. Because Paragraph 402 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

403. Because Paragraph 403 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

404. Because Paragraph 404 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

405. Because Paragraph 405 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

406. Because Paragraph 406 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

SEVENTEENTH CLAIM FOR RELIEF

Constructive Fraudulent Conveyance of Partnership Property in Violation of N.Y. Debtor and Creditor Law §§ 277 and 278 (March NPA)

BY

The Receiver by and for (i) PPCO Master Fund, (ii) the PPCO Feeder Funds, and (iii) the PPCO Blocker Fund

AGAINST

BAM Administrative, SHIP, BCLIC, WNIC, BRe BCLIC Primary, BRe BCLIC Sub, BRe WNIC 2013 LTC Primary, and BRe WNIC 2013 LTC Sub

407. Paragraph 407 does not contain factual allegations that require a response. PBIHL repeats and reasserts each and every response contained above as if fully set forth herein.

408. Because Paragraph 408 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

409. Because Paragraph 409 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

410. Because Paragraph 410 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

411. Because Paragraph 411 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

412. Because Paragraph 412 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

413. Because Paragraph 413 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

414. Because Paragraph 414 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

415. Because Paragraph 415 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

416. Because Paragraph 416 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

EIGHTEENTH CLAIM FOR RELIEF

UNJUST ENRICHMENT

BY

The Receiver by and for (i) PPCO Master Fund, (ii) the PPCO Feeder Funds, and (iii) the PPCO Blocker Fund

AGAINST

BAM Administrative, SHIP, BCLIC, WNIC, BRe BCLIC Primary, BRe BCLIC Sub, BRe WNIC 2013 LTC Primary, and BRe WNIC 2013 LTC Sub

417. Paragraph 417 does not contain factual allegations that require a response. PBIHL repeats and reasserts each and every response contained above as if fully set forth herein.

418. Because Paragraph 418 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

419. Because Paragraph 419 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

NINETEENTH CLAIM FOR RELIEF

DECLARATORY JUDGMENT

BY

The Receiver by and for (i) PPCO Master Fund, (ii) the PPCO Feeder Funds, and (iii) the PPCO Blocker Fund

AGAINST

BAM Administrative, SHIP, BCLIC, WNIC, BRe BCLIC Primary, BRe BCLIC Sub, BRe WNIC 2013 LTC Primary, and BRe WNIC 2013 LTC Sub

420. Paragraph 420 does not contain factual allegations that require a response. PBIHL repeats and reasserts each and every response contained above as if fully set forth herein.

421. Because Paragraph 421 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

422. Because Paragraph 422 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

423. Because Paragraph 423 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

424. Because Paragraph 424 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

425. Because Paragraph 425 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

426. Because Paragraph 426 regards a claim for relief the Receiver does not direct toward PBIHL, PBIHL states that it has no obligation to respond to this Paragraph.

AFFIRMATIVE DEFENSES

PBIHL sets forth below its affirmative defenses. Each defense is asserted as to all claims against PBIHL. By setting forth these affirmative defenses, PBIHL does 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, PBIHL states as follows:

FIRST AFFIRMATIVE DEFENSE

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

The FAC fails to state a claim, in whole or in part, upon which relief may 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 her 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 PBIHL.

ELEVENTH AFFIRMATIVE DEFENSE

(Good Faith)

The Receiver's claims are barred, in whole or in part, because PBIHL 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 PBIHL.

FOURTEENTH AFFIRMATIVE DEFENSE

(Lack of Personal Jurisdiction)

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

FIFTEENTH AFFIRMATIVE DEFENSE

(Assumption of Risk/Culpable Conduct)

The Receiver's claims are barred, in whole or in part, based on the 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.

SIXTEENTH AFFIRMATIVE DEFENSE

(Alleged Damages Caused by Other Parties)

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

SEVENTEENTH 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 PBIHL with the specificity required under Fed. R. Civ. P. 9(b).

EIGHTEENTH 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).

RESERVATION OF RIGHTS TO ASSERT ADDITIONAL DEFENSES

PBIHL has not knowingly or intentionally waived any applicable defense, and it reserves the right to assert and rely upon other applicable defenses that may become available or apparent during discovery in this matter. PBIHL reserves the right to amend or seek to amend its Answer and Affirmative Defenses.

Dated: September 13, 2019

Respectfully submitted,

CONDON TOBIN SLADEK THORNTON, PLLC

/s/ Kendal B. Reed

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CERTIFICATE OF SERVICE

It is hereby certified that on this 13th day of September 2019, a copy of the foregoing was served through the Court's electronic filing system as to all parties who have entered an appearance in this proceeding.

/s/ Kendal B. Reed

Kendal B. Reed