

EXHIBIT B

CAUSE NO. 2016-59771

RAIDEN COMMODITIES, LP & ASPIRE COMMODITIES, LP	§	IN THE DISTRICT COURT OF
	§	
	§	
Plaintiffs,	§	HARRIS COUNTY, TEXAS
	§	
vs.	§	
	§	
PATRICK de MAN	§	
	§	
Defendant.	§	125th JUDICIAL DISTRICT

AFFIDAVIT OF KEVIN MOHR

1. My name is Kevin Mohr. I am counsel of record for the Plaintiffs in the above-captioned lawsuit. I am over the age of eighteen and competent to give this evidence. I have personal knowledge of the statements set forth in this affidavit and all of these facts are true and correct.

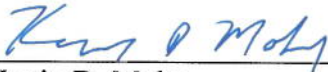
2. On January 3, 2017, I received a copy of a complaint in a lawsuit filed in Puerto Rico, styled *Patrick de Man, et al. v. Adam Sinn, et al.*, No. D AC2016-2144. A true and correct copy of that complaint is attached to Adam Sinn's declaration. The complaint was filed in Spanish.

3. On January 4, 2017, I asked counsel for the Defendant in this action whether the Defendant could provide an English version of the complaint. Counsel for the Defendant responded that the Defendant does not have an English translation, and thus could not comply with my request. A true and correct copy of that email exchange is attached hereto as Exhibit 1.

4. I subsequently inquired with counsel in Puerto Rico about the rules and customs in that court, who informed me that (a) proceedings in Puerto Rico territorial court typically are conducted in Spanish, and (b) while it is possible to submit documents in English, it is not advised for reasons of effective advocacy. Therefore, if this dispute were litigated in Puerto Rico, I anticipate that all pleadings and motions filed with the court would need to be translated into Spanish, or drafted in Spanish and translated into English for review by me and my client. Additionally, the documentary evidence in the dispute (all of which is in English) would need to be translated into Spanish, and the witnesses may need to give testimony through an interpreter.

5. On January 11, 2017, I obtained an English translation of the complaint, a true and correct copy of which is attached hereto as Exhibit 2. The cost of the translation

was \$1,499.12 for a standard turnaround of 4 business days. A true and correct copy of the invoice for the translation is attached hereto as Exhibit 3.



Kevin D. Mohr

State of Texas
County of Harris

SUBSCRIBED AND SWORN TO before me, a notary public, this 12th day of January, 2017.



Notary Public

My Commission Expires:

10-16-2018



EXHIBIT B-1

-----Original Message-----

From: Chris Reynolds [<mailto:creynolds@reynoldsfrizzell.com>]

Sent: Wednesday, January 04, 2017 12:29 PM

To: Mohr, Kevin

Cc: Cory Liu; Melissa Hyland

Subject: RE: Aspire Commoditiesv De Man

Kevin-

I am advised that the client does not have a translation of the as-filed version. So, he is not able to comply with your request.

-----Original Message-----

From: Mohr, Kevin [<mailto:KMohr@KSLAW.com>]

Sent: Wednesday, January 4, 2017 11:34 AM

To: Chris Reynolds <creynolds@reynoldsfrizzell.com>

Cc: Cory Liu <cliu@reynoldsfrizzell.com>; Melissa Hyland <mhyland@reynoldsfrizzell.com>

Subject: RE: Aspire Commoditiesv De Man

Chris,

As agreed, I accepted service yesterday of your clients' lawsuit filed in Puerto Rico. The complaint and related documents are in Spanish. Please let me know if your client is able and willing to provide English versions of those documents.

Regards,

Kevin

-----Original Message-----

From: Mohr, Kevin

Sent: Tuesday, January 03, 2017 8:46 AM

To: 'Chris Reynolds'

Cc: Cory Liu; Melissa Hyland

Subject: RE: Aspire Commoditiesv De Man

Chris,

I am available to accept service this afternoon or tomorrow.

-----Original Message-----

From: Chris Reynolds [<mailto:creynolds@reynoldsfrizzell.com>]

Sent: Saturday, December 31, 2016 9:09 AM

To: Mohr, Kevin

Cc: Cory Liu; Melissa Hyland

Subject: Re: Aspire Commoditiesv De Man

Kevin-

Thanks. By cc, I am asking Melissa to schedule and notice the hearing for 10 a.m., on January 20.

Regarding service, will you be available to accept delivery of the papers on Tuesday, January 3?

On 12/31/16, 8:00 AM, "Mohr, Kevin" <KMohr@KSLAW.com> wrote:

>Chris,

>

>I am authorized to accept service with the agreement that such acceptance does not waive any defenses (substantive or procedural).

>

>I disagree regarding your characterization of the Raiden dispute, but see no need to debate it.

>

>Will you notice the hearing for January 20? I believe the court expects the notice from you, since it is your special exception.

>

>

>Kevin D. Mohr

>King & Spalding LLP

>

>> On Dec 30, 2016, at 6:55 AM, Chris Reynolds

>><creynolds@reynoldsfrizzell.com> wrote:

>>

>> Kevin-

>> January 20, at 10 a.m., works for me.

>>

>> As to Raiden, it is only "in dispute" because your client refuses to comply with his clear obligation.

>>

>> My understanding is that Patrick is attempting to serve Adam (and related

>> entities) with a suit that he has filed in Puerto Rico. Will you

>>accept service?

>>

>>> On 12/28/16, 5:05 PM, "Mohr, Kevin" <KMohr@KSLAW.com> wrote:

>>>

>>> The court is available at January 20 at 10 am. Will that work?

>>>

>>> I'm afraid I don't understand your inquiry regarding the Raiden capital account. That is in dispute in the lawsuit, and thus isn't amenable to resolution absent a global agreement, which we cannot progress while your client is obstructing the discovery we have sought. I don't see how that's related either to the DGSP2 distribution, or whether your client wants to take a simple step to avoid aggravating the dispute.

>>>

>>> On a separate note, do you know if Patrick is trying to serve Adam

>>>with something? If so, we might be able to accept service (with

>>>appropriate no waiver caveats).

>>>

>>> Kevin D. Mohr

>>> King & Spalding LLP

>>>

>>>> On Dec 28, 2016, at 12:57 PM, Chris Reynolds

>>>> <creynolds@reynoldsfrizzell.com> wrote:
>>>>
>>>> Kevin-
>>>> You did not address the first part of my question: the Raiden
>>>> capital account. But, we can have the hearing whenever, but, I am
>>>> unavailable on Friday January 6, and Friday, January 13.
>>>>
>>>>> On 12/28/16, 11:52 AM, "Mohr, Kevin" <KMohr@KSLAW.com> wrote:
>>>>>
>>>>> Chris,
>>>>>
>>>>> The decision on distribution for DGSP2 will be made in the
>>>>>ordinary course of business; we don't currently know the timing.
>>>>>We don't think it's appropriate to tie that decision in a quid pro
>>>>>quo to the Aspire dispute. Our offer below was intended to give
>>>>>Patrick an opportunity to limit further liability at no cost to
>>>>>himself.
>>>>>
>>>>> Separately, we need to set your special appearance for hearing.
>>>>>Please
>>>>> let me know your position on that.
>>>>>
>>>>> Regards,
>>>>>
>>>>> Kevin
>>>>>
>>>>>
>>>>>
>>>>> Kevin D. Mohr
>>>>> King & Spalding LLP
>>>>>
>>>>>> On Dec 22, 2016, at 6:21 PM, Chris Reynolds
>>>>>> <creynolds@reynoldsfrizzell.com> wrote:
>>>>>>
>>>>>> Kevin,
>>>>>> Before I take up this issue with Patrick, can you assure me that
>>>>>>your client will go ahead and pay Patrick the funds accumulated
>>>>>>in his capital account and release the distribution awaiting his
>>>>>>approval in DGSP 2?
>>>>>>
>>>>>>> On Dec 22, 2016, at 4:42 PM, Mohr, Kevin <KMohr@KSLAW.com> wrote:
>>>>>>>
>>>>>>> Chris,
>>>>>>>
>>>>>>> On a different matter, Patrick password-protected a data file
>>>>>>>that my client needs to conduct business. The file name is
>>>>>>>Raiden - ERCOT Settlement 2016.accdb. Please let me know if
>>>>>>>Patrick will provide the password. If not, my client will need
>>>>>>>to hire someone to recreate the database at some expense I
>>>>>>>understand, which would create additional exposure for your
>>>>>>>client that could be avoided.
>>>>>>>
>>>>>>> Regards,
>>>>>>>
>>>>>>> Kevin
>>>>>>>
>>>>>>> From: KEVIN MOHR <kmohr@kslaw.com<<mailto:kmohr@kslaw.com>>>

>>>>>> Date: Wednesday, December 21, 2016 at 11:32 AM
>>>>>> To: Chris Reynolds
>>>>>>
>>>>>>
>>>>>><creynolds@reynoldsfrizzell.com<mailto:creynolds@reynoldsfrizzell
>>>>>>.co
>>>>>>m>
>>>>>>
>>>>>> Subject: Aspire Commoditiesv De Man
>>>>>>
>>>>>> Chris,
>>>>>>
>>>>>> When do you want to set your special appearance for hearing?
>>>>>> The second week of January looks ok for me.
>>>>>>
>>>>>>
>>>>>> Kevin D. Mohr
>>>>>> King & Spalding LLP
>>>>>> 1100 Louisiana, Suite 4000
>>>>>> Houston, Texas 77002
>>>>>> (713) 276-7428 (direct)
>>>>>> (713) 751-3290 (fax)
>>>>>> kmohr@kslaw.com<<mailto:kmohr@kslaw.com>>
>>>>>>
>>>>>>
>>>>>> _____
>>>>>>
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>>>>>>

EXHIBIT B-2

**COMMONWEALTH OF PUERTO RICO
COURT OF FIRST INSTANCE
JUDICIAL CENTER OF BAYAMON
SUPERIOR COURT OF BAYAMON**

[A] PATRICK A.P. DE MAN;

[B] MIKA DE MAN (AKA MIKA KAWAJIRI-DE
MAN OR MIKA KAWAJIRI);

[C] COMMUNITY PROPERTY REGIME
COMPRISED OF BY DE MAN-KAWAJIRI;

Plaintiffs;

v.

[1] ADAM C. SINN;

[2] RAIDEN COMMODITIES, LP;

[3] RAIDEN COMMODITIES 1, LLC;

[4] ASPIRE COMMODITIES, LP;

[5] ASPIRE COMMODITIES 1, LLC;

[6] SINN LIVING TRUST

Defendants

CIVIL CASE NO. D AC2016-2144 (702)

BREACH OF FIDUCIARY DUTY; BREACH OF
OPERATIONAL CONTRACT; BREACH OF
PARTNERSHIP CONTRACT; DAMAGES; BAD
FAITH AND FRAUD, BAD FAITH IN
CONTRACTING; UNJUST ENRICHMENT.

*[stamp: FILED WITH THE COURT CLERK,
DEC. 16, 2016. 4:58 p.m.]*

COMPLAINT

TO THE HONORABLE COURT:

APPEARING are the Plaintiffs, **Patrick A.P. de Man** (“De Man”), **Mika de Man** (aka Mika Kawajiri or Mika Kawajiri-de Man), and the **De Man-Kawajiri Community Property Regime**, represented by the undersigned attorneys, who respectfully DECLARE, ALLEGE AND REQUEST:

**I.
NATURE OF THE CASE**

1. Since early 2014, De Man has been a limited partner in Raiden Commodities, LP (“Raiden LP”) and Aspire Commodities, LP (“Aspire LP”). Raiden LP and Aspire LP are the Defendants.

2. Raiden Commodities 1, LLC (“RC1”) is the general partner of Raiden LP. Aspire Commodities 1, LLC (“AC1”) is the general partner of Aspire LP, RC1 and AC1 (collectively, the “General Partners”), both of whom have fiduciary duties to De Man as general partners.

3. Adam C. Sinn (“Sinn”), the only individual defendant, absolutely, totally and effectively controlled the General Partners,¹ and routinely neglected and ignored the proper separation between the Defendants’ corporate affairs (which are legal entities) and his own personal affairs, all for his own benefit, despite the fact that he was not the Defendants’ only partner.

4. Over the years, Sinn organized and structured a business group together with the other Defendants, which operated as if it were one sole entity with identical interests, but did not follow their individual corporate formalities, which ultimately answered to the whims of their alter ego, Sinn.²

5. Furthermore, by virtue of the absolute control that Sinn exercised over the General Partners and his titles as chief executive officer and president, he owed, directly and personally, fiduciary duties to De Man, as the minority partner. These fiduciary duties included the duties of loyalty, care, fair treatment and honesty, and both Sinn and the General Partners (directly and through Sinn) violated these duties on repeated occasions.

6. Sinn and the Sinn Living Trust (“Sinn Trust”) were considered as “key persons” within the structure of Aspire LP, Raiden LP, AC1 and RC1.

7. Before, during and after De Man became a limited partner in Aspire LP and Raiden LP (collectively, the “Operating Companies”), Sinn convinced De Man to participate and contribute to the business activities of the Operating Companies by making promises of substantial equity interest in them. As a result of these promises and statements made by Sinn (their fiduciary), De Man invested and contributed substantial amounts of time and capital into the business activities of the Commercial Companies and contributed to the enormous success that they had in the midst of challenging, volatile and turbulent markets.

¹ De Man owns 50% of the equity interest in RC1, but his equity interest does not come with voting rights, which means that Sinn, the other partner, completely controls the company and owes fiduciary duties to De Man.

² This “consolidated” way of administering the legal entities is evidenced in the Defendants’ operating and incorporating agreements such as that of Aspire LP, for example. In said agreement, Sinn is appointed as a “Designated Key Person” of the “Primary Operating Companies” (a term which includes most of the Defendants), and despite the fact that he is not a direct partner of said entity, he is afforded all of the rights and obligations of a true and legitimate direct partner, including the right to vote and exercise control over the entity and to exercise the privileges and rights of a controlling partner. He is also given the duties and obligations each partner has, as well as their fiduciary duties. Thus, Sinn has gained effective control over its indirect subsidiaries, effectively and voluntarily piercing the corporate veil of these companies in a clear violation of the recognized principles on separating the legal capacity of a shareholder from the legal entity in which the shareholder holds interest.

8. When De Man asked Sinn in mid-2016 to honor his promises to contribute additional corporate capital, Sinn refused and unjustly withheld close to \$700,000.00 owed to De Man with the intention (and the effect) of depriving De Man of the money necessary to invest in his businesses. Sinn was the reason why Raiden LP did not pay De Man the liquid funds that were due, payable, and owed to him, and has gone back on his promises of contributing additional equity interest in the Operating Companies, which, in addition to constituting a breach of the agreement between the parties, also constitutes a breach of his fiduciary duties to De Man.

9. As a result, the Plaintiffs are seeking to recover the damages caused by the Defendants' refusal to pay the due amounts Raiden LP owed De Man along with the damages due to Sinn's failure to honor his promise to issue additional equity interest. Finally, De Man is requesting an order for Sinn and Sinn Trust to reimburse and return tens of millions of dollars in illegal profits arising from the breach of their fiduciary duties, their legal obligations, and the investments and contributions made by De Man while he reasonably and directly relied on the promises made by Sinn.

10. Alternatively, the Plaintiffs request compensation for the damages they suffered as a result of the Defendants' bad faith and deceit as well as the damages caused to the Plaintiffs as a result of the Defendants' unjust enrichment.

II. **THE PARTIES**

11. De Man is of legal age, married, and a resident of Dorado, Puerto Rico.

12. Mrs. De Man is of legal age, married, and a resident of Dorado, Puerto Rico. Mr. and Mrs. De Man have two children who live with them in Dorado.

13. The De Man-Kawajiri community property regime is comprised of De Man and Mrs. De Man.

14. Raiden LP is a limited partnership organized under the laws of the United States Virgin Islands, and administered by its general partner, RC1, out of Dorado, Puerto Rico. It was recently "converted" into a Texas limited partnership. Sinn controls Raiden LP through his control over RC1 (its general partner) and his powers as executive officer of both entities. Raiden LP continuously and systematically conducts

its business in Puerto Rico directly or through its general partner (RC1), its agents, directors and partners, and in any case, the activities of Raiden LP in Puerto Rico give rise in part to this Lawsuit.

15. RC1 is a limited liability company organized under the laws of the Commonwealth of Puerto Rico, and its primary place of business is in Dorado, Puerto Rico. Sinn controls RC1 through his majority interest in it and his powers as an executive officer of RC1.

16. Aspire LP is a limited partnership organized under the laws of Texas and administered by its general partner, AC1, out of Dorado, Puerto Rico. Sinn controls Aspire LP through his majority interest in it and his powers as executive officer of AC1. Aspire LP continuously and systematically conducts its business in Puerto Rico directly or through its general partner (AC1), its agents, directors and partners, and at any rate, Raiden LP's activities in Puerto Rico have partially given rise to this Lawsuit.

17. AC1 is a limited liability company organized under the laws of the Commonwealth of Puerto Rico, and its primary place of business is Dorado, Puerto Rico. Sinn controls AC1 through his majority interest in it and his powers as an executive officer of AC1.

18. Raiden LP, Aspire LP, RC1 and AC1 have a presence in Puerto Rico through their agents, general partners, executive officers or representatives, as well as through the Sinn's administration and management from Puerto Rico. According to information and knowledge that the Plaintiffs consider to be accurate, Raiden LP, Aspire LP, RC1 and AC1 have no other place of business other than Puerto Rico. Furthermore, both AC1 and RC1 are beneficiaries of a tax exemption decree under Law 20 of January 17, 2012 (as amended). Thus, both entities manage some of the other Defendants from Puerto Rico.

19. Sinn is an individual who allegedly resides in Puerto Rico, he is of legal age and single. Sinn is the beneficiary of a tax exemption decree under Law 22 of January 17, 2012. According to the terms of said decree (the "Sinn Decree"), Sinn is required to establish his legal and tax residence in Puerto Rico. The above notwithstanding, Sinn has publicly expressed his disdain for Puerto Rico and the Plaintiffs have serious concerns as to whether Sinn is in compliance with the Sinn Decree.

20. The Sinn Trust, another of the Defendants, is a trust fund organized under the laws of Texas. Based on information and belief, Sinn is the primary beneficiary of the Sinn Trust and is also the trustee of said trust, therefore he has executive control over it. The Sinn Trust and Sinn are the primary beneficiaries of the other Defendants and control them directly through their agents and appointed officials. Based on information and belief, all or part of the illegal profit made by Raiden LP and Aspire LP and owed to the Plaintiffs have been distributed directly or indirectly to the Sinn Trust. The Sinn Trust has a presence in Puerto Rico through Sinn, and to the extent that some or all the actions being attributed to one or more of the Defendants was committed by the Sinn Trust, then these actions were intended to harm the Plaintiffs, who reside in Puerto Rico.

21. In compliance with Rule 21 of the Rules for the Administration of the Court of First Instance (August 2009), the physical and postal address and telephone number of the Plaintiffs is:

Physical Address:

554 Corredor del Bosque, URB Sabanera Dorado, Dorado, PR 00646

Mailing Address:

554 Corredor del Bosque, URB Sabanera Dorado, Dorado, PR 00646

Telephone:

(939) 240-3510

The contact information for the co-defendants shall be provided by the parties or by their legal representatives.

III.
JURISDICTION OF THE COURT

23. This Honorable Court has the authority to award this Lawsuit in accordance with Rule 3 of the Rules of Civil Procedures of Puerto Rico, 32 L.P.R.A. Ap. V., R. 3.

IV.
MATERIAL FACTS OF THE COMPLAINT

24. In accordance with Rule 8.3. of the Rules of Civil Procedure of Puerto Rico, the Plaintiffs are including paragraphs 1

through 22 of this complaint by way of reference as a part of this paragraph, as if they were being alleged again. See 32 L.P.R.A., Ap. V R. 8.3.

V. **BACKGROUND**

25. After receiving a Master's Degree and a Doctorate in Chemical Engineering, as well as a Master's in Business Administration from the Massachusetts Institute of Technology (MIT) in June 2006, De Man became an associate in the New York office of Lehman Brothers ("Lehman"), working on commodities trading. In early September 2007, De Man and Sinn ended up working together in Lehman, first in New York and then in Houston (from March to September 2008). Sinn and De Man managed trading in the ERCOT³ ("Ercot") market, and within Lehman, they were responsible for trading in the Texas electricity.

26. De Man's quantitative background complemented Sinn's market knowledge and experience. De Man structured the work processes and created the infrastructure necessary for Ercot trading operations, which allowed them both to work efficiently and successfully as a team.

27. Once Lehman filed for bankruptcy in September 2008, De Man and Sinn went their separate ways. De Man obtained a job at Lehman Brothers Holdings Inc. in New York, due to his extensive institutional knowledge and worked in bankruptcy estate. As an expert in several financial products, De Man analyzed a variety of offers of products and deals and managed to collect over \$150 million on behalf of, and to the benefit of, the creditors of the bankruptcy estate.

28. Meanwhile, in Houston, Sinn realized that working independently (that is, independent from a large and well-established company) would be his best option, and he would suggest from time to time that he and De Man could someday work together again. In early 2009, Sinn began to trade in electricity futures independently. He initially registered his business entity as "Aspire Capital Management LLC", and later, in 2011, Sinn transferred those business activities to Aspire LP, one of the Defendants.

³ Electric Reliability Council of Texas, <http://www.ercot.com>.

29. Although Sinn traded primarily in futures markets, he soon began to explore trading in “financial transmission rights” (“FTRs”)⁴, and in virtual products or “virtuals”⁵. These are specialized products that are negotiable in auction markets organized by the regional operators of the electricity grid, such as ERCOT, for the State of Texas. During the summer of 2009, Sinn visited New York and met with De Man to continue exploring these ideas.

30. Sinn did not have the knowledge, experience, or the quantitative skills to trade these products on his own. De Man also did not have a great deal of experience in trading these products, which is why in October 2009, he applied for and accepted a job with RBS Sempra Commodities (“Sempra”) (located in Stamford, CT). While he worked at Sempra, De Man learned how to successfully trade FTRs and Virtuals.

31. While De Man was working at Sempra, Sinn continued to tell De man how appealing it would be for the two of them to build a business. For example, on July 22, 2010, Sinn sent an email to De Man in which he said: *“Relying on someone else gives me the heebee jeebees. You ready to join me?”*

32. De Man and Sinn soon began to have more serious conversations (by telephone and email) regarding the viability of a joint company, the regional markets in which this company should participate, and what the applicable capital requirements would be. As part of this dialogue, Sinn repeatedly expressed his desire for De Man to join him: *“it would be a privilege to get an arrangement worked out” (September 20, 2010) and “I view this as more of a partnership” (September 30, 2010).*

33. In late 2010, and while the dialogue with De Man continued, Sinn decided to create a new company for the purpose of trading FTRs and Virtuals, and asked De Man

⁴ Financial Transmission Rights or FTRs allow market participants to offset potential losses (hedge) related to the price risk of delivering energy to the grid. FTRs are a financial contract entitling the FTR holder to a stream of revenue (or charges) based on the day-ahead hourly congestion price difference across an energy path (<http://pjm.com/markets-and-operations/fttr.aspx>).

⁵ Virtual transactions are a set of bids and offers submitted to take financial positions in the Day-Ahead Market without the intent of delivering or consuming physical power in the Real-Time Market. (<http://www.pjm.com/~media/library/reports-notice/special-reports/20151012-virtual-bid-report.ashx>)

to suggest a name for the new company: “*Just make it something that at some point in time if you wanted to sell the company that the name isn’t too outlandish*” (November 3, 2010).⁶

34. The name that De Man recommended was “Raider Commodities” (i.e., two of the Defendants, Raider LP and RC1) and this was the name that Sinn chose for the company. Its general partner was Poseidon Commodities LLC. Both entities were formed in the United States Virgin Islands, since Sinn and De Man were considering moving to St. Thomas due to certain tax incentives.⁷

35. At the start of 2011, De Man had a family with a one (1) year-old son and had bought a house. Therefore, the idea of leaving a good position with a large and stable company and in order to take part in a small and independent commercial enterprise was hard to take. In fact, De Man’s boss at Sempra, who was also Sinn’s former boss, laughed when he heard of De Man’s plans to reject a job offer from a European bank to join Sinn. He told De Man that Sinn’s operation was inferior and that “Adam [Sinn] is trading out of his basement.” De Man’s decision to partner with Sinn brought with it a significant reputational risk in addition to the practical and personal risks described above. This is also, among other reasons, because Sinn was a small trader, unknown in the market, and had not even earned the respect of his former boss.

36. De Man left Sempra to join Sinn in April 2011. Sinn finally managed to persuade De Man to join him and to take the aforementioned risks, using as his big guns the promise of equity interest in the company that De Man had already named. Thus, De Man, confident and relying on Sinn’s promises, accepted the risks in exchange for the expectation of becoming an equity partner and to be materially compensated to the extent that the company was successful or was sold.

⁶ Without a doubt, from the beginning, Sinn was clear that De Man would be the owner of the entity in question and would benefit from its potential sale.

⁷ Eventually, Sinn and De Man abandoned this idea and chose Puerto Rico as their base of operations, primarily because of the tax benefits provided for by Laws 20 and 22 cited above.

37. Sinn and De Man agreed that Sinn would provide the capital required for the electricity trading business, while De Man would contribute his knowledge, efforts, experience and skills. In addition, they initially agreed that De Man would receive (as his initial compensation) 30% of the profits generated by his own trading in the electricity market. Sinn also promised De Man that he could buy up to a 50% equity interest in Raiden LP.⁸

38. In addition, beginning in 2011, a practical complication arose which delayed the documentation of De Man's partnership share in Raiden LP. De Man, a Dutch national, originally came to the United States as a graduate student. After receiving his graduate degrees, De Man began to work under the H-1B visa program. Under this program, De Man had to be a salaried employee with an income above a certain threshold, and there were also certain restrictions related to De Man being the owner of the company sponsoring his H-1B visa. Since Sinn had hired a few traders at Aspire LP, De Man and Sinn agreed that De Man would be an employee of Aspire LP for a limited period of time, and that as soon as his visa status permitted, De Man would obtain the promised partnership share, which is what he was working for.

39. At the end of 2011, Sinn asked his attorney, George Kuhn, to draft an agreement which included the details of his relationship with De Man regarding the companies. The draft specified that De Man had to right to acquire up to 50% of Raiden. After making edits and suggestions, De Man sent the revised document to Sinn, but Sinn ignored him. Nevertheless, Sinn assured De Man that he had the intention of honoring his promise, and that the agreement regarding his interest would eventually be formalized.

40. Once De Man began working with Sinn, Sinn was able to expand the companies' business activities, rent additional office space and hire several new traders. This business growth generated substantial additional administrative needs. At Sinn's request, De Man devoted a significant amount of time and effort to effectively incorporating and including each of the new employees into the operation, and creating a management and administrative framework. These administrative and managerial efforts, typical of a partner or an

⁸ In other words, De Man would have the right to receive 50% of the profits made by Raiden's overall business, and not just a percentage of the earnings generated by his individual trading activity.

owner, distracted De Man a great deal and prevented him from engaging in his market activities, which is what generated income for him.

41. As indicated above, during the first few years (2011-2013), the capital contributions De Man made to the companies were not formally recognized.

42. In that sense, the audited financial statements of Raiden LP show that as of December 31, 2011, the net owners' contribution during that year was \$2.9 million dollars. De Man's trading strategies were immediately successful and generated significant earnings, and therefore his 30% interest in those earnings began to accumulate. The account that held De Man's share of the earnings grew quickly, due to the fact that De Man did not receive any monetary compensation from Aspire LP or Raiden LP in 2011. De Man's success was reflected in the net income of Raiden LP of nearly \$500,000.00 for 2011, which increased the owner's equity to \$3.4 million at the end of 2011.

43. By the end of 2012, De Man's 30% interest in the earnings was more than \$1.9 million, while more than double that amount (some \$4.5 million) was added to Sinn's account, which was allocated 70% of the profits produced by De Man. Nonetheless, when Sinn found out that De Man had earned compensation of more than \$1.9 million in such a short time, Sinn demanded that De Man reduce that amount to \$1.5 million, alleging that that sum represented his after tax earnings.⁹

44. Raiden LP used the earnings attributable to De Man's traffic in its operations as if it were actually part of the capital contributed by De Man. In addition, the capital contributed by De man was available, without interest, for Sinn and Raiden. They used De Man's "capital" to meet the additional collateral requirements or "margin calls" that both the ERCOT markets and the financial institutions made to Sinn during the summer, August and September of 2012. While Sinn tried to gather the cash required to remain solvent, he was also putting at risk the capital contributed by De Man to the business.

⁹ De Man believes that this "deduction" was improper because the tax rates for the companies and for Sinn at that time were extremely low due to the capital structure of Sinn's companies.

45. Aspire LP and Raiden LP escaped unharmed from the 2012 debacles with the help and sacrifice of De Man. De Man supported Sinn and the businesses during this period, and even managed the delicate and critical relationship with ERCOTs, and researched the collateral requirements calculated based on the ERCOT credit model. In this way, De Man supported the companies during difficult times, helping them to survive while their capital was at risk and they could lose all of their net gains.

46. Over the next year, De Man continued to be successful in his operations, and ended the year 2013 with over \$2 million dollars in accumulated earnings. Finally, in 2014, De Man decided to withdraw some of the earnings that had accumulated in his equity account. Despite those withdrawals, his accumulated and non-distributed earnings were at \$2 million at the end of 2014. At the beginning of 2015, when compiling information for the federal tax returns for the 2014 calendar year, Sinn finally recognized De Man's status as a limited partner in Aspire LP and Raiden LP, and asked the company's accountants to prepare the Form K-1s for De Man. Those K-1s reflected that De Man was, in his individual capacity, a partner both of Raiden LP as well as of Aspire LP, and that he had equity accounts in each entity from which he had already received distributions. For this reason, from the moment that De Man became a partner of Aspire LP and of Raiden LP, Sinn, as the majority partner and chief executive of the entities, had the fiduciary duties of loyalty, care and transparency to De Man.

47. Ordinarily, in a bank or a hedge fund, a trader can focus all of his attention on his business, since the administrative, operational, financial and technological infrastructure are managed by personnel who specialize in those areas, also known as the "back office" or "middle office". Having said this, neither Aspire LP nor Raiden LP had that administrative infrastructure in place. Therefore, Sinn asked De Man to assume total responsibility for these critical duties, and to convince him to do so, Sinn again assured De Man that he would have the right to obtain an equity interest of 50% in the businesses of Raiden. De Man accepted the challenge, relying on Sinn's promises, and starting basically from scratch, led the effort to convert Raiden LP into a trading house that was in compliance with the applicable requirements of the ERCOT and PJM markets. In that sense, Sinn asked De Man to take on the roles of the back and middle offices,

and to completely supply the administrative and management infrastructure which he didn't have. De Man's efforts allowed all of the traders of Aspire LP and Raiden LP (including Sinn himself) to successfully (and without distractions) trade in ERCOT and PJM. Meanwhile, the time that De Man could have been dedicating to successfully trading in the markets would be reduced, as eventually was the case, to his detriment.

48. In a letter to the Department of Homeland Security, Sinn certified that the scope of De Man's responsibilities included only those activities directly related to De Man's trading in FTRs and Virtuals. As a consequence, De Man would develop his own infrastructure (and not that used by companies in general), such as: analytical tools, databases and models in order to enter the aforementioned commodities markets. Using this infrastructure, De Man would be able to analyze, identify and execute profitable trading strategies. It is clear, then, that the De Man's work was not to serve as the "back/middle office" or the firm's roaming administrative infrastructure, but rather his official and primary function was to trade in electricity markets. Therefore, his initial compensation was tied directly to his own earnings, and beginning in 2014, that compensation was also evidenced in the limited partnership given to De Man in Raiden LP and Aspire LP. Understandably, any time that De Man would devote his time to the administrative tasks of the companies in general, it would prevent him from devoting himself full time to the main (and lucrative) activities of electricity trading.

49. However, believing justifiably that he was going to become a true equity partner, De Man invested his efforts, abilities and talents (i.e. the so-called "sweat equity") and assumed responsibility, as required by Sinn, for a large number of tasks that clearly went beyond his duties as a trader. Logically, De Man (as would any other reasonable person) would have preferred to invest his time in a lucrative activity like trading electricity, instead of a non-lucrative activity such as the administrative functions that he was asked to perform, unless something equally valuable would have been promised to him. And along these lines, De Man invested considerable amounts of time and efforts over the years to research, organize, manage and administer various aspects of the Aspire and Raiden companies, as required by Sinn, because he was relying on the promises of ownership that Sinn had made to him.

50. During 2014, De Man continued to ask for recognition and remuneration for his administrative and managerial work on behalf of Sinn, Aspire LP and Raiden LP, as well as for his ownership to be formalized. Instead, Sinn's strategy in response to De Man's requests was to delay and put off any discussion about the issue, without every denying or rescinding the promises that he had made. In this way, Sinn managed to get De Man to continue to administer and manage the companies, and in his spare time, to trade in the electricity markets, primarily for Sinn's benefit.

51. By early 2016 De Man was extremely frustrated due to, on the one hand, Sinn's failure to respond to his inquiries regarding the formal recognition of his partnership stake, and on the other, the continuous and frivolous requests that Sinn was making of him in relation to the administrative infrastructure. Whenever De Man would express his frustrations and ask for a final response to his requests, Sinn would postpone and evade and discussion or meaningful response, which indicated that Sinn had already decided to breach his obligations to De Man.

52. Beginning in 2013, Sinn instructed Kyle Carlton, an attorney in Texas, to put the ownership and operational agreements of the multiple entities that Sinn controlled in order, including Aspire LP, Raiden LP, AC1 and RC1. The expectation was that within the new set of documents, De Man's status as a 50% partner in Raiden LP would be finally formalized. For reasons that are still not clear, Carlton took a long time to carry out the tasks that had been assigned to him. The delays endured by De Man were extraordinary. When De Man asked when the documents would be ready for review, Sinn's predetermined tactic was, again, to delay, and to use the excuse that he was busy with more important tasks.

53. Two years later, in 2015, when De Man inquired about the status of the partnership agreement of Raiden LP, Kyle Carlton responded: *"I have drafted the documents, but I need to check it over one more time. I should be able to knock this out later this week / early next week."*

It is the last piece in Adam's puzzle." In fact, De Man never received that draft nor any version of the document.

54. Later on, in March 2016, De Man received an internal memorandum addressed to the "*Limited Partners of Aspire Commodities*", which discussed, primarily, a change in policies with respect to the distributions of Aspire LP. Similarly, De Man received an equivalent internal memo discussing this same change policy for Raiden LP, addressed to: "*Limited Partners of Raiden Commodities, LP*".¹⁰ Each of the memorandums were prepared and sent by Kyle Carlton, Barry Hammond and Mr. Schieffer, with a copy to Sinn. Kyle Carlton and Barry Hammond were Sinn's lawyers, while Schieffer was his external accountant. Thus, with Sinn's full knowledge, both the companies' attorneys and their accountant represented and admitted that De Man continued to be a partner of Aspire LP and Raiden LP. Furthermore, in early 2016, De Man received a K-1 form reflecting his share in the ownership of Raiden LP and his earnings for 2015.

55. Meanwhile, during the first half of 2016, with Carlton's assistance, Sinn attempted to amend some of the agreements related to the companies and affairs of Raiden LP and Aspire LP, with the intention of continuing to squeeze De Man in order to get him out of those companies. Incredibly, Sinn and his accomplices attempted to unilaterally and without any notification, amend the incorporation documents of the entities, despite the acknowledged status of De Man as a partner in Aspire LP and Raiden LP, and as a 50% member of RC1 (the general partner of Raiden LP).

56. By mid-2016, De Man was finally convinced that Sinn had no intention of keeping his promise to issue a 50% equity interest in Raiden LP. In light of all of the above, De Man concluded that he had no other option than to leave his position, and therefore he requested a distribution of the capital that he still maintained within Raiden LP. These funds (\$690,847.00) had been reported to the federal government on the K-1 form of the tax returns for calendar year 2015, and therefore, they were the property of De Man. Sinn interpreted De Man's request for his distribution as a statement of his intention to completely separate from the partnership. De Man, now tired of having to explain himself, wrote the following to Sinn on June 30, 2016:

¹⁰ Typographical error in the name of the company on the original memo.

The fundamental concern has not been addressed, and it shows that you and Barry [Hammond] also, it seems, view the situation in a way that I completely disagree with.

I want this to be absolutely clear, so I say it again: For years I had the view of ownership on the horizon. That's why I took up work that had to be done to move the business forward. For that time I spent I was never compensated, and it is reasonable to state that this was in fact a huge opportunity cost for me by not being able to trade.

I believe it is better to separate. And as I stated earlier, I would like that fairly. For example, liquidating PJM would take more time so I can just keep at it until the book is completely closed. I can work with Barry on a list of things and a separation agreement. But I can't be expected to spend hours for free to train Barry what I developed in my own time.

The distribution I asked about is based on P/L generated last year. YTD results are positive and I have a small open PJM position with a positive locked-in P/L, so there's no reason to hold back anything."¹¹

57. Sinn's response was predictable, since he had finally excised De Man from the companies: "*I expect you to meet with Barry and train him to take over the duties that you will no longer be performing.*" (July 1, 2016). Sinn proceeded to withhold the aforementioned distribution, simultaneously alleging that it was an investment of "capital", while, on the other hand, he was denying De Man his share in the companies. Since then, Sinn and Hammond have ignored multiple requests and demands for payment from De Man. It was soon clear that Sinn's denials were part of a plan to deprive De Man of various resources while they tried to force him to accept an arrangement that was unfavorable to his interests. These ill-intentioned and oppressive efforts were carried out in a clear violation of the fiduciary obligations of loyalty and fair treatment that Sinn owed to De Man, a minority partner.

58. Sinn had a legal obligation, as a majority partner, administrator and as trustee, to distribute the retained funds (\$690,847.00). By conditioning the distribution to

¹¹ [English translation provided in the footnote of the original Spanish language Complaint].

De Man's execution of an extremely oppressive and unreasonable separation agreement, Sinn again violated his legal and fiduciary duties to De Man, who has still not received the distribution which he has always had a right to.¹²

59. The separation agreement that Sinn attempted to force De Man to accept, included a series of clauses and provisions that were completely inappropriate for the termination of his interest in the company. The proposed separation agreement intended to retroactively impose a series of onerous obligations after the fact of De Man's separation, simply in exchange for a distribution of funds that already belonged to him. In this way, Sinn effectively withheld all of De Man's earnings in 2016, and certain contractually guaranteed benefits that would be received up to May 2017.

60. For example, the non-compete clause proposed in the termination agreement would prohibit De Man from working in the industry in any part of North America for six months, without any obligation on the part of Sinn or the Defendants to compensate him for the business opportunities that he would lose during that period.

61. Due to the fact that the proposed separation agreement was completely unacceptable, De Man responded with his own version. From that moment on, and despite the repeated efforts by De Man, Sinn engaged in a series of delaying tactics and procrastination in order to buy himself the time necessary to prepare a lawsuit (Lawsuit 2016-59771), which was filed in September 2016 in Harris County (Houston), Texas. The purpose of this lawsuit is clearly to illegally and without justification confiscate the money that was legally owed to De Man, as well as the equity interest promised by Sinn. In addition, the complaint filed is full of fictitious and inaccurate statements and allegations.

62. In light of the fact that Raiden LP is a United States Virgin Islands ("USVI") company, De Man hired an attorney from the USVI to confirm his rights under the law applicable to that jurisdiction. In July, De Man's attorney sent Sinn a letter in which he demanded the payment of the illegally withheld funds.

63. Sinn never responded to the letter demanding payment of the illegally withheld money, and attempted to engage in simulated negotiations in

¹² It is important to note that on multiple occasions, both Sinn as well as his attorney, Hammond, confirmed and admitted to De Man in writing that the withheld money (\$690,847.00) legally belonged to him and that it was just a question of waiting until July 31, 2016 for it to be paid, in accordance with the internal rules applicable to partner distributions. Obviously this has not occurred and they have not paid De Man.

order to buy more time. While these exchanges were going on, and in an effort to avoid the problem and to get an undue advantage over his minority partner, Raiden LP asked to re-domicile as a Texas limited partnership. The Conversion Certificate was signed by Sinn and sent by Hammond via fax. This concerted, fraudulent and deceptive scheme was intended to complicate De Man's efforts to receive his distribution and interest by changing the jurisdiction of Raiden LP to Texas, a forum which is supposedly more advantageous to Sinn and to once again pressure De Man and deprive him of substantive rights. All of the above-mentioned acts constituted a violation of the fiduciary duty of fidelity and loyalty (transparency) that Sinn and RC1 owed to De Man as a minority partner of RC1.

64. Through his plan, Sinn wanted to bleed De Man and his family dry of money in order to exercise more pressure or leverage in a possible negotiation. Sinn also took advantage of the fact that he and De Man are co-investors in DGSP2 LLC, a company which operates a small power plant in Texas. According to the Limited Liability Company Agreement of DGSP2 LLC, a quarterly distribution should be made to all of the owners. On September 1, 2016, a company resolution was issued, authorizing the distribution of the excess shares, and in the execution of this resolution, De Man would receive \$26,229.00. In order to prevent De Man from receiving those funds, Sinn has refused, to this day, to sign the relevant resolution. In his attempt to cause harm to De Man, Sinn has also voluntarily withheld incentives from MP2 Energy LLC, as the plant manager. As one of the managing and majority partners of DGSP2 LLC, Sinn owes fiduciary duties to De Man. His unjustified refusal to implement the resolution is a violation of his fiduciary duties with the illegal and fraudulent intention of causing damage to De Man and gaining a strategic advantage over him.

V.
CAUSES OF ACTION

A.
FIRST CAUSE OF ACTION: BREACH OF FIDUCIARY DUTIES
Against all Defendants

66. Pursuant to Rule 8.3 of the Civil Procedure Rules of Puerto Rico, the Plaintiffs are incorporating, paragraphs 1 to 22 and 25 to 65 of the complaint, by way of reference and including them as a part of this paragraph as if they were being alleged again. See 32 L.P.R.A. Ap. V R. 8.3.

67. Sinn and the other Defendants, all of whom operated as a single business unit, owe De Man fiduciary duties of loyalty, prudence, fair treatment, honesty and transparency, and each of these duties have been violated. These fiduciary duty violations have been the direct, efficient, effective and legal results of the damages caused to the Plaintiffs, including, but not limited to, the loss of equity interest in Raiden LP, lost business opportunities, as well as mental anguish and emotional distress.

68. Furthermore, Sinn personally has fiduciary duties to De Man because he was, during the relevant times, the general partner, chief executive and/or majority partner of Raiden LP and Aspire LP, as well as of their respective general partners.

69. Similarly, Sinn, as the executive and “key person” within his business group, including Raiden LP, directly violated his fiduciary duties (among other things), causing the other Defendants to breach their legal obligations to honor the agreement of issuing De Man the 50% ownership stake in Raiden LP. Sinn acted in his own benefit, and was affected and compromised by a clear conflict of interests, to the extent that he favored himself over his minority partners by refusing to honor the equity interest promised to De Man in order to keep all of the profits and retain management control over the companies. Furthermore, along with the other Defendants, Sinn violated his duties of loyalty and fair treatment by oppressing De Man in that they used their control over the entities to amend their founding documents in order to perpetuate Sinn’s control, avoid paying the funds withheld from De Man and to avoid giving him his partnership share.

70. Through his business efforts, De Man generated gross revenues of more than \$15.6 million dollars from 2011 to 2016, while he was relying on the promises and statements made by Sinn. The Defendants’ interest in this revenue is approximately \$10 million dollars in total. Additionally, and as an alternative, subsidiary to the real damages, a further remedy De man is seeking is that the Defendants return and refund the profits that they received and that were produced by De Man, which total approximately \$10 million dollars.

B.

SECOND CAUSE OF ACTION: BREACH OF THE OPERATING AGREEMENT

Against the co-defendants Sinn, Sinn Trust and RC1

71. Pursuant to Rule 8.3 of the Civil Procedure Rules of Puerto Rico, the Plaintiffs are incorporating paragraphs 1 to 22 and 25 to 65 of the complaint by reference and including them in this paragraph as if they were being alleged again. See 32 L.P.R.A. Ap. V R. 8.3.

72. RC1 is a limited liability company organized and founded under the provisions of the General Corporations Act of Puerto Rico, as amended (the "Corporations Act"), and acts as the general partner of Raiden LP.

73. De Man is a Class B partner of RC1 and made an initial capital contribution of \$1,000.00, as documented in the Operating Agreement of RC1, dated July 3, 2013 (the "Agreement").

74. Sinn and/or Sinn trust own, directly or indirectly, all of the other interest as Class A partners (with voting rights), and as such, control RC1. Sinn is also the administrator of RC1, and as such, owes fiduciary duties to De Man.

75. De Man has certain rights and privileges by virtue of the Agreement and the Corporations Act, including the right to be notified and to consent to the taking of certain actions.

76. By way of information and belief, Sinn, either directly and/or through the Sinn Trust, caused the Operating Agreement of RC1 to be amended without notifying De Man ahead of time, with the intention of oppressing De Man. Sinn also essentially deprived De Man of his rights, effectively cancelling De Man's interest in RC1, without just compensation and/or consent.

77. Sinn has abused his control of RC1 and has failed to comply with his fiduciary duties, including his duty of loyalty, transparency and fair treatment to the detriment of De Man, with the sole intention of oppressing De Man and depriving him, as the minority partner, of the benefits and privileges of his interest in RC1.

78. These unjustified and reckless actions on the part of Sinn have caused damages and losses to De Man of an amount no less than \$1,000,000.00.

C.

THIRD CAUSE OF ACTION: INTENTIONAL BREACH OF THE LIMITED PARTNERSHIP AGREEMENT, ILLEGAL APPROPRIATION AND CONVERSION OF CAPITAL CONTRIBUTION

Against the Co-defendants Sinn, Sinn Trust, Raiden LP and RC1

79. In accordance with Rule 8.3 of the Civil Procedure Rules of Puerto Rico, the Plaintiffs are incorporating paragraphs 1 to 22 and 25 to 65 of the complaint by reference and including them in this paragraph as if they were being alleged again. See 32 L.P.R.A. Ap. V R. 8.3.

80. The first Limited Partnership Agreement of Raiden LP establishes that “Distributions of the Partnership’s net operating profits to the Partners¹³... shall be made at such times, but no less frequently than as the Partners reasonably agree. Such distributions shall be made to the Partners simultaneously.”¹⁴

81. Furthermore, according to an internal memorandum dated March 16, 2016, addressed to the “Limited Partners of Raiden Commodities, LP”, the limited partners’ “gains and losses are...paid out to [the Limited Partners] ... in two payments, in January and July of the year following your trading activity.”¹⁵

82. This payment schedule is consistent with the business uses, customs and practices followed by Sinn, Raiden LP and Hammond regarding the payment of distributions to the limited partners of Raiden LP.

83. Moreover, both Sinn as well as his agent, Hammond, confirmed and admitted to De Man that the distribution of approximately \$700,000.00 should be paid to De Man no later than July 31, 2016.¹⁶ In that sense, both stated that the distribution in question would be made no later than July 31, 2016 as long as De Man executed a separation agreement, which he was not legally obligated to sign. This unjustified condition was an illegal attempt by Sinn to extort De Man into retroactively submitting to a series of contractual and legal limitations that he was not obligated to sign.¹⁷

¹³ “Partner” includes both the Limited Partner and the General Partner of Raiden LP.

¹⁴ [English translation provided in the footnote of the original Spanish language Complaint].

¹⁵ [English translation provided in the footnote of the original Spanish language Complaint].

¹⁶ Email from Barry Hammond, Esq. to De Man on July 1, 2016: “I am drafting your separation paperwork and I understand that you will be paid in the normal course of performance ...”. According to the internal memos cited above, the limited partners were paid in January and July every year. Therefore, De Man should have been paid no later than July 31, 2016. In that sense, Sinn confirmed to De Man on July 1, 2016, that: “The second distributions happen on or before July 31”, thus confirming that he had to pay De Man his distribution by that date.

¹⁷ The most likely reason why Sinn insisted with such vehemence on the contractual provisions of the Separation Agreement was that, since he had broken his promise to make De Man a 50% equity partner of Raiden LP, he could not submit De Man to the types of restrictive provisions common for equity partners.

As a result, Sinn wanted to “have his cake and eat it too” in the sense that now he wanted to retroactively subject De Man to restrictive agreements typical for an equity partner, but without having given De Man the benefit of the privileges of an equity partner, as he had promised when he became an employee of the company.

84. Sinn has not made the aforementioned distribution as of the date of this Complaint, in violation of the Limited Partnership Agreement, and the uses and customs between the parties, their own agreements and admissions, as well as the internal memorandums and applicable law.

85. Sinn and Raiden LP have also illegally withheld and used approximately \$400,000.00 of embezzled capital belonging to De Man under the false pretense that said money was De Man's proportional share of the taxes payable by Raiden LP. Based on information and belief, the tax rate for Sinn and Raiden LP for the year in question was far lower than the corresponding amounts withheld from De Man, and these funds were not used to pay taxes, which results in an illegal misappropriation of De Man's funds.

86. The breach of the Limited Partnership Agreement and applicable law, as well as the illegal appropriation of De Man's capital, were intentional and done in bad faith, and constitute another failure to comply with Sinn, Sinn Trust, Raiden LP and RC1's fiduciary duties.

87. Therefore, their actions and omissions have caused damages to the Plaintiffs, including, among others, the loss of income, the loss of business opportunities, mental anguish and emotional distress, in an amount of no less than \$2,500,000.00.

D.
FOURTH CAUSE OF ACTION: DAMAGES
Against all Defendants

88. In accordance with Rule 8.3 of the Civil Procedure Rules of Puerto Rico, the Plaintiffs are incorporating paragraphs 1 to 22 and 25 to 65 of the complaint by reference and including them in this paragraph as if they were being alleged again. See 32 L.P.R.A. Ap. V R. 8.3.

89. The intentional conduct of all of the Defendants has caused a significant loss of business opportunities, emotional distress and mental anguish to De Man, Mrs. De Man and the De Man – Kawajiri Community Property Regime, including nights of insomnia, anguish due to the uncertainty regarding the Plaintiffs' future financial situation, concerns and stress over all of the effort, time and

opportunities that were evidently lost after De Man had dedicated so much time and effort to the Defendants, with the direct expectation of reaping the rewards and receiving significant material benefits.

90. De Man and Mrs. De Man suffered emotional distress and mental anguish as a result of the intentional actions and omissions of the Defendants, as established herein. These damages total no less than \$1,000,000.00. In addition, the Defendants' actions caused significant financial harm to the Defendants and losses of business opportunities that are worth no less than \$2,500,000.00.

E.

FIFTH CAUSE OF ACTION: BAD FAITH (“FRAUD”) AND BREACH OF THE OBLIGATION TO NEGOTIATE FAIRLY AND IN GOOD FAITH

Against the Co-defendants Raiden LP, RC1, Sinn and Sinn Trust

91. In accordance with Rule 8.3 of the Civil Procedure Rules of Puerto Rico, the Plaintiffs are incorporating paragraphs 1 to 22 and 25 to 65 of the complaint by reference and including them in this paragraph as if they were being alleged again. See 32 L.P.R.A. Ap. V R. 8.3.

92. The Defendants acted in bad faith when they consciously and intentionally, through fraudulent and deceitful means, avoided complying with their legal obligations to the Plaintiffs with respect to the issuance of the equity interest in Raiden LP promised to De Man.

93. Sinn and/or the Sinn Trust intentionally avoided compliance with this legal requirement to issue equity interest in Raiden LP, through schemes, artifices and actions, (i) ignoring De Man's requests to produce the necessary documentation to formalize the agreement; (ii) ordering and causing its agents to refrain from producing the necessary documents in relation to the promise of equity interest and continuing to negotiate with De Man regarding the relevant documents; (iii) constantly and arbitrarily changing their position with respect to the terms of the promised interest in Raiden LP, and (iv) by creating and encouraging an offensive, discriminatory and hostile working environment, with the sole intention of causing De Man to resign from his position and to stop demanding his right to equity interest.

94. Sinn's bad faith in causing and organizing this scheme caused damages to De Man and his family, including mental anguish and emotional distress, the loss of earnings and business opportunities in an amount of no less than \$2,500,000.00.

F.
SIXTH CAUSE OF ACTION: UNJUST ENRICHMENT
Against Sinn, Aspire LP, AC1 and Sinn Trust

95. In accordance with Rule 8.3 of the Civil Procedure Rules of Puerto Rico, the Plaintiffs are incorporating paragraphs 1 to 22 and 25 to 65 of the complaint by reference and including them in this paragraph as if they were being alleged again. See 32 L.P.R.A. Ap. V R. 8.3.

96. As an alternative to the request to compensate for the breach of fiduciary obligations and the violation of agreements on the part of the Defendants, De Man is claiming compensation and remuneration for the considerable efforts, contributions and services that he provided to the benefit of Sinn, Aspire LP, AC1 and Sinn Trust, for which he has not been compensated.

97. Therefore, and in the event that these efforts, contributions and services are not effectively considered to be a capital contribution to Raiden LP or any of the other Defendants, De Man claims that he was not compensated adequately for the performance of said considerable efforts, contributions and services.

98. These defendants benefitted substantially and directly from De Man's efforts (especially his managerial and administrative services), and were unjustly enriched by these efforts without having to pay De Man for them.

99. Thus, these defendants should compensate De Man and pay the Plaintiffs an amount equivalent to the fair value of the contributions, efforts and services provided by De Man to them over the past five (5) years.

100. For most of the past five (5) years, De Man continually demanded the above-referenced compensation for his contributions, efforts and services provided.

101. While the position and finances of the Defendants improved, the Plaintiffs suffered damages in the amount of no less than the value of their contribution to those defendants, and the contributions, efforts and services provided to them in the amount of no less than \$6,000,000.00.

HENCE, Patrick A.P. De Man and Mika De Man, respectfully petition this honorable court to **RULE IN FAVOR** of this lawsuit, and as a result, to award the remedies that are being requested below:

(a) Recognize the damages suffered by the Plaintiffs caused by the Defendants' refusal to recognize the De Man's equity interest in Raiden LP;

(b) Return and refund the profits earned by the Defendants, which are attributable to De Man, estimated at \$10,000,000.00;

(c) Rule that Sinn, Sinn Trust and/or RC1 breached RC1's Operating Agreement and award the damages resulting from said breach to the Plaintiffs for an amount of at least \$1,000,000.00.

(d) Rule that Sinn, Sinn Trust, Raiden LP and/or RC1 breached the Limited Partnership Agreement of Raiden LP and order the return of De Man's capital as well as any other distribution that is owed to him, including any funds illegally withheld by the Defendants in the amount of no less than \$2,500,000.00;

(e) Award a sum for damages, including the loss of business opportunities, caused to the Plaintiffs by the Defendants, amounting to no less than \$2,500,000.00;

(f) Find that Raiden LP, RC1, Sinn and/or Sinn Trust acted in bad faith, with deceit, insidious machinations and fraud, and that furthermore they negotiated unfairly and in bad faith, causing millions of dollars of damages to the Plaintiffs, which are being sought in an amount of no less than \$2,500,000.00;

(g) Find, alternatively, that Sinn, Aspire LP, AC1 and/or Sinn trust were unjustly enriched at the expense of the Plaintiffs and issue a Final Judgment that remedies the financial harm they suffered as a result of the Co-defendants' actions, in an amount of no less than \$6,000,000.00;

(h) Issue an order, grant whatever remedy, by law or in equity, and issue a ruling in favor of the Plaintiffs and against the Defendants which is consistent with the facts of this Sworn Complaint and applicable laws.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, on December 16, 2016.

FOR THE PLAINTIFFS

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EXHIBIT B-3



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Project Number: O-08838
Quote Number: Q-08527-01
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Client PO: 25037.045001

Item	Price in USD
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