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BY EMAIL(german.brau@bioslowpr.com)
AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Germán J. Brau, Esq.
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Re: **Patrick A.P. de Man et al. v. Adam C. Sinn, et al., Civil Case No. DAC2016-2144 before the Court of First Instance, San Juan Superior Court.**

Dear brother counsel:

This letter responds to and details Mr. de Man's deficient answers to Defendants' First Set of Interrogatories in the case of reference.

Interrogatory No. 3: The source, basis, scope and nature of Mr. de Man's claimed interests in Raiden Commodities, L.P. ("Raiden"), Raiden Commodities 1, LLC ("Raiden 1"), Aspire Commodities, L.P. ("Aspire") and Aspire Commodities 1, LLC ("Aspire 1") are the heart of this lawsuit. Interrogatory No. 3 specifically asks if Mr. de Man claims to have an equity or capital interest in any of the above entities. Mr. de Man responded that he has a "proprietary" interest in those entities. That, however, does not answer the question. A "proprietary" interest says almost nothing about the nature of the interest Mr. de Man claims to own. Mr. de Man needs to answer the interrogatory and describe the nature of the interest he claims he owns, if any, and specifically state whether he claims his alleged "proprietary" interests are capital interests or not and, if so, he needs to describe the extent and nature of any such interest.

Interrogatory Nos. 4 and 5: These interrogatories ask Mr. de Man to "describe the contract or promise by which [he] obtained each [identified ownership] interest" in any defendant entity and to detail the facts by which he claims to have obtained each such interest. Again, the precise nature of the alleged promise or contract through which Mr. de Man claims to have received an interest in the defendant entities is central to this case. Defendants cannot

defend themselves against alleged breaches of contracts unless they know the terms and nature of the contracts at issue. Mr. de Man's answer, however, provides no such detail. His reference to the allegations in the complaint provides nothing additional. Mr. de Man needs to describe the precise promise(s) he claims were offered him, which were accepted and which he claims were breached.

Interrogatory No. 6: Similarly, Interrogatory No. 6 asks Mr. de Man to identify the terms of the contracts or promises which he contends transferred to him an ownership (i.e. equity) interest in any defendant entity. Again, Mr. de Man refused to provide any such details. He states only that the promise was "not conditional" and was "oral." Those statements, however, do not identify the terms of the purported contracts.

Interrogatory No. 7: Interrogatory No. 7 demands that Mr. de Man identify the date on which he gained any claimed ownership interest in any defendant entity. He refused to do so.

Interrogatory No. 8: This interrogatory asks Mr. de Man to identify the source – *e.g.* a company, a person, a new issuance, etc. -- of the equity interests he claims to own in any defendant entity, if any. Again, Mr. de Man did not attempt to provide the requested information.

Interrogatory No. 10 and 11: Interrogatories Nos. 10 and 11 ask Mr. de Man to identify and describe the consideration he provided in exchange for the interests he claims to have in the defendant entities. Mr. de Man stated that he contributed work and capital. He, however, does not state that he received the purported ownership interests in return for that work or in return for the purported capital investment; he does not identify with any specificity the effort or capital he provided or to whom he provided it or what precise interests he received in return. Again, the requested information is not ancillary to understanding Mr. de Man's claims. Rather, Defendants seek the fundamental facts allegedly supporting Mr. de Man's claims and he has refused to provide them.

Interrogatory No. 12: This interrogatory asks Mr. de Man if he has informed the IRS of the ownership interests he claims to have in the defendant entities and if so to identify each such communication with the IRS. Mr. de Man refused to answer in any regard. That the IRS may have received information on that topic from someone else is entirely irrelevant and non-responsive to the questions asked.

Interrogatory No. 13: Mr. de Man was asked to identify the value of each interest in each defendant entities he claims to own. Mr. de Man referred Defendants to his complaint. But nowhere in that complaint are such values provided. Thus, Mr. de Man, again, refused to even attempt a reasonable answer to this interrogatory.

Interrogatory No. 15: Interrogatory 15 asks Mr. de Man to identify each person or entity, other than any defendant, with whom he has discussed the interest(s) he claims to own in any defendant entity. That request includes the IRS, any Puerto Rican taxing authority,

Letter to Germán J. Brau, Esq.
July 25, 2018
Page -3-

banks, friends, spouses, or any other governmental or commercial entity. Please confirm that Mr. de Man has not discussed his claimed interests in any defendant entity with anyone or any entity other than Mr. Sinn, Mr. Sinn's attorneys and Mr. Sinn's accountants, as Mr. de Man states in his interrogatory answers.

Interrogatory No. 18: Interrogatory 18 asks Mr. de Man to "[i]dentify all occasions on which [he has] identified [his] personal wealth or the value of [his] personal property, including intangibles." Mr. de Man claims to not understand that request. It simply asks Mr. de Man to identify the occasions, if any, such as a loan application, a mortgage application, or other circumstance in which he identified his wealth or the value of his personal property. This request shall be interpreted to be limited to all such instances since Mr. de Man began working for Aspire. With that clarification we look forward to Mr. de Man's complete answer.

Interrogatory No. 19: Mr. de Man refused to identify his loan or mortgage applications, claiming irrelevance. But that is not accurate. It is likely that if such applications exist, Mr. de Man identified his wealth and his source of wealth on such documents. It would be highly relevant if, in such instances, Mr. de Man did not identify any ownership in any defendant entity. The request was limited and relevant and needs to be answered.

Interrogatory No. 21: Please confirm if Mr. de Man ever attended any meeting of any defendant entity, ever submitted a vote on any issues submitted to a shareholder/member/partners vote for any defendant entity or ever submitted a voting consent for any defendant entity.

The above mentioned interrogatories are reasonable, narrow and limited to the issues in phase I of this case (unlike the discovery served by Mr. de Man). They also do not seek ancillary or irrelevant information, but seek basic facts allegedly supporting Mr. de Man's claims, such as the nature of the interests he claims in the defendant entities and the terms of the contract(s) through which he claims to have gained ownership interests in the defendant entities.

Mr. de Man needs to provide complete, non-evasive answers to the above interrogatories within the next twelve (12) days, that is, on or before **August 6, 2018**. If he fails to do so, Defendants will protect their interests with the Court. Defendants further reserve their right to object Plaintiffs' responses to other items included in the First Set of Interrogatories and Requests for Production of Documents as necessary.

Cordially,



Alfredo F. Ramirez Macdonald