

ESTADO LIBRE ASOCIADO DE PUERTO RICO
TRIBUNAL DE PRIMERA INSTANCIA
SALA SUPERIOR DE BAYAMÓN

PATRICK A.P. DE MAN; MIKA DE
MAN (t/c/c MIKA KAWAJIRI-DE MAN
O MIKA KAWAJIRI); y la SOCIEDAD
LEGAL DE BIENES GANANCIALES
COMPUESTA POR AMBOS

Demandantes,

v.

ADAM C. SINN; RAIDEN
COMMODITIES, L.P. (t/c/c ASPIRE
POWER VENTURES, LP); RAIDEN
COMMODITIES 1, LLC; ASPIRE
COMMODITIES, L.P.; ASPIRE
COMMODITIES 1, LLC; SINN LIVING
TRUST y/o GONEMARON LIVING
TRUST; ASPIRE COMMODITIES,
LLC; ASPIRE COMMODITIES
HOLDING COMPANY, LLC; ASPIRE
COMMODITIES HOLDINGS, LLC;
ASPIRE CAPITAL MANAGEMENT,
LLC; COMPAÑÍAS ABC y DEF,

Demandados.

CIVIL NÚM.: D AC2016-2144 (701)

SOBRE:

INCUMPLIMIENTO DE DEBER DE
FIDUCIA; INCUMPLIMIENTO DE
CONTRATO; DAÑOS Y PERJUICIOS;
MALA FE Y DOLO; MALA FE EN LA
CONTRATACIÓN;
ENRIQUECIMIENTO INJUSTO;
FRAUDE DE ACREEDORES; VELO
CORPORATIVO

2019 JAN 18 PM 3:22

RECIDIDO
TRIBUNAL DE PRIMERA INSTANCIA
SALA DE BAYAMÓN
SECCION CIVIL

MOCIÓN PARA QUE SE ADMITAN REQUERIMIENTOS DE ADMISIÓN

AL HONORABLE TRIBUNAL:

Comparecen los demandantes, Patrick A.P. De Man (“De Man”), Mika De Man (t/c/c Mika Kawajiri o Mika Kawajiri De Man) y la Sociedad Legal de Bienes Gananciales compuesta por ambos, a través de la representación legal que suscribe, y muy respetuosamente exponen, alegan y solicitan:

1. En este caso, la parte demandante ha solicitado que se rasgue el velo corporativo de las entidades codemandadas. La parte demandante alega que el Sr. Adam Sinn no mantiene la separación entre su patrimonio y el de sus compañías.

2. El 27 de diciembre de 2018, la parte demandante sometió requerimientos de admisión a las partes demandadas. En numerosos de los requerimientos se solicitó a la parte demandada que admitiera hechos relacionados con el uso de activos de empresas del Sr. Sinn para pago de

gastos de amigos de él o personales o para otros fines no relacionados con las empresas.

3. Las partes codemandadas sometieron sus contestaciones el 16 de enero de 2019. En un gran número de los requerimientos, las partes demandadas se negaron a contestar, alegando que el requerimiento resultaba impertinente al caso. La objeción fue la misma en todos los casos objeto de esta moción: "Objection. This Request seeks information that is entirely irrelevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence."

4. El requerimiento cursado al codemandado Adam Sinn tenía 54 incisos. (Véase el **Anejo 1 (a)** de esta moción). En su contestación, la parte demandada objetó por falta de pertinencia veinte (20) de los requerimientos, núms. 20-38 y 50-51. (Véase el **Anejo 1 (b)** de esta Moción).¹

5. Contrario a lo aseverado por la parte demandada, los requerimientos objetados resultan pertinentes a la controversia. Por ejemplo, en los requerimientos 20-21, se le requirió al Sr. Sinn admitir que él había pagado los abanicos de techo de su residencia en Dorado utilizando la tarjeta de crédito de Aspire Commodities, LP y que este pago fue reflejado como un gasto de la empresa. En los requerimientos 24-25, se le requirió admitir que la Srta. Lindsay Hornsby era su novia para 2013 y que en verano de 2013, él autorizó que ella fuese incluida en el plan de salud de Aspire Commodities, LP. En los requerimientos 26-31, se le requirió al Sr. Sinn admitir que él pagaba los gastos de cenas y viajes a Puerto Rico de otra amiga, Jana Frederick, utilizando fondos y millas de viajero de Aspire Commodities, LP. En los requerimientos 37-38, se le requirió que admitiera que él pagaba los gastos de un servicio de citas utilizando los dineros de Aspire Commodities, LP. Etc., etc. La parte demandante sostiene que todos los requerimientos objetados por el codemandado Sinn por falta de pertinencia deben declararse admitidos.

¹ En éste y los demás requerimientos, se incorporan por referencia y se hacen formar parte de esta moción el texto del requerimiento y su contestación.

6. El requerimiento cursado a Aspire Commodities, LP ("Aspire LP") es similar al enviado al Sr. Sinn. (Véase el **Anejo 2 (a)** de esta Moción). La parte demandada objetó dieciséis (16) de los requerimientos, por alegada falta de pertinencia: requerimientos núms. 3-6 y 24-37. (Véase el **Anejo 2 (b)** de esta Moción). Al igual que en el caso del Sr. Sinn, los requerimientos objetados por Aspire LP son todos pertinentes. Por ejemplo, en los requerimientos 5-6, se le pidió a la parte demandada que admitiera que la tarjeta de crédito Chase Sapphire emitida a favor de Aspire LP estaba a nombre de Adam Sinn y que la empresa era la que pagaba por los gastos. En el requerimiento 24, se le pidió a la parte demandada que admitiera que en junio de 2012, el Sr. Sinn autorizó la transferencia de \$1,136,945 de la cuenta de Raiden Commodities, LP a la de Aspire LP. En los requerimientos 25-26, se le requirió a la parte demandada admitir que en el *Dropbox* de Aspire LP se guardaban perfiles de parejas que el Sr. Sinn obtenía del servicio de citas al que estaba suscrito y que a los empleados se les pedían opiniones sobre estas mujeres. En el requerimientos 27-31, se solicitó que se admitiera que en el 2013, la entonces novia del Sr. Sinn, Lindsay Hornsby, recibió un pago de \$1,000 de Aspire LP, que ella fue inscrita en el plan de salud de Aspire LP, pero que nunca fue empleada de la empresa, no rindió labor alguna y no firmó contrato. Etc. La parte demandante entiende que los requerimientos objetados son todos pertinentes.

7. El requerimiento enviado a Raiden Commodities 1, LLC ("Raiden 1") consta de solamente veintidós requerimientos. (Véase el **Anejo 3 (a)** de esta Moción). De éstos, la parte demandada objetó doce (12), por alegada falta de pertinencia. Los requerimientos objetados fueron los núms. 4-11 y 17-22. (Véase el **Anejo 3 (b)** de esta Moción). Los requerimientos objetados son pertinentes. Por ejemplo, en los requerimientos 7-11, se le requirió a la parte demandada admitir que el plan de salud de Raiden 1 estaba limitado a los empleados de la corporación, que el Sr. Sinn ordenó que se incluyera a una persona allegada en el plan, que dicha persona no era empleado de la empresa ni residente en Puerto Rico, a pesar de lo cual

falsamente se ofreció la dirección de la casa del Sr. Sinn en Dorado para su enrolamiento en el plan, y que el Sr. Sinn descartó las objeciones presentadas por el demandante a que se incurriera en esta irregularidad. Etc.

8. La parte demandada solamente objetó, por falta de pertinencia, cuatro de los requerimientos formulados a Raiden Commodities, LP (**Anejo 4(a)** de esta moción). Los requerimientos objetados fueron los núms. 18-21. (**Anejo 4(b)** de esta Moción). Estos requerimientos también son pertinentes. Por ejemplo, en los requerimientos 18-20, se le solicitó a la parte demandada que admitiera que el demandado Sinn había autorizado transferencias de \$5,000,000 y \$4,000,000 de los fondos de Raiden LP a favor de otras de las empresas del codemandado y que se habían hecho retiros de otros \$3,000,000 de fondos de Raiden LP a favor de otras entidades.

9. El Tribunal Supremo de Puerto Rico ha señalado que los requerimientos de admisión no son propiamente mecanismos de descubrimiento de prueba, sino que su función es más bien delimitar las controversias en un caso. Rosado v. Tribunal Superior, 94 D.P.R. 122, 133 (1967). En este caso, las objeciones formuladas por la parte demandada a los requerimientos son frívolas. Los distintos requerimientos formulados por la parte demandante que son objeto de esta moción son todos pertinentes al caso. Se solicita del Honorable Tribunal que deniegue las objeciones de las partes codemandadas y que declare admitidos los requerimientos.

POR TODO LO CUAL, la parte demandante respetuosamente solicita de este Tribunal que declare con lugar esta moción y que dé por admitidos los requerimientos.

RESPETUOSAMENTE SOMETIDA.

CERTIFICO: Haber notificado copia fiel y exacta del presente escrito al Lcdo. Alfredo F. Ramírez Macdonald (alfredo.ramirez@oneillborges.com), Lcda. Ana M. Rodríguez Rivera (ana.rodriguez@oneillborges.com) y Lcdo. Arturo L.B. Hernández González (arturo.hernandez@oneillborges.com), O'NEILL & BORGES, 250 Avenida Muñoz Rivera, Suite 800, San Juan, Puerto Rico 00918-1813.

En San Juan, Puerto Rico, a 18 de enero de 2019.

BAUZÁ, BRAU, IRIZARRY,
OJEDA & SILVA
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ESTADO LIBRE ASOCIADO DE PUERTO RICO
TRIBUNAL DE PRIMERA INSTANCIA
SALA SUPERIOR DE BAYAMÓN

PATRICK A.P. DE MAN; MIKA DE
MAN (A.K.A. MIKA KAWAJIRI-DE
MAN OR MIKA KAWAJIRI); y la
SOCIEDAD LEGAL DE BIENES
GANANCIALES COMPUESTA POR
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Demandantes,

v.

ADAM C. SINN; RAIDEN
COMMODITIES, L.P.; RAIDEN
COMMODITIES 1 LLC; ASPIRE
COMMODITIES, L.P.; ASPIRE
COMMODITIES 1, LLC; SINN LIVING
TRUST,

Demandados.


CIVIL NÚM.: D AC2016-2144(702)

SOBRE:

INCUMPLIMIENTO DE DEBER DE
FIDUCIA; INCUMPLIMIENTO DE
CONTRATO DE SOCIEDAD
LIMITADA; DAÑOS Y PERJUICIOS;
MALA FE Y DOLO; MALA FE EN LA
CONTRATACIÓN;
ENRIQUECIMIENTO INJUSTO.

PRIMER REQUERIMIENTO DE ADMISIONES

A: ADAM C. SINN
P/C Lcdo. Alfredo F. Ramírez Macdonald
Lcda. Ana Margarita Rodríguez Rivera
Lcdo. Arturo L.B. Hernández González
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De: PARTE DEMANDANTE
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Fecha: 27 de diciembre de 2018

La parte demandante le requiere para que, de conformidad con las
Reglas de Procedimiento Civil vigentes, conteste individualmente los
siguientes requerimientos de admisión.

Las cuestiones sobre las cuales se solicita una admisión se tendrán por admitidas a menos que dentro de los veinte (20) días de haberle sido notificado el requerimiento, se someta una contestación bajo juramento. La contestación deberá negar específicamente la materia o exponer en detalle las razones por las cuales la parte a quien se le requiere la admisión no puede admitir o negar lo requerido.

Una parte a quien se le requiere una admisión no podrá aducir como razón para así no hacerlo la falta de información o de conocimiento, a menos que demuestre que ha hecho las gestiones necesarias para obtener dicha información y que la información conocida u obtenida es insuficiente para admitir o negar. Una parte no podrá objetar el requerimiento basándose en que la materia requerida presenta una controversia justiciable.

1. Admita que el equipo de computadora que se enumera en el ¶ 94 de la Segunda Reconvención Enmendada no es propiedad suya.
2. Admita que usted fue quien reembolsó al Sr. Patrick De Man por el costo de los equipos de computadora mencionados en el ¶ 94 de la Segunda Reconvención Enmendada.
3. Admita que el reembolso mencionado en el inciso anterior fue llevado a cabo utilizando fondos provenientes de la cuenta de Aspire Commodities, LP.
4. Admita que el reembolso mencionado en el inciso 2 fue llevado a cabo también utilizando fondos provenientes de Raiden Commodities, LP.
5. Admita que, previo a los hechos de este caso, el Sr. De Man y usted eran amigos.
6. Admita que usted se refirió al Sr. De Man como su mano derecha genio ("right-hand genius").
7. Admita que el negocio de *trading* de Aspire Commodities, LP y Raiden Commodities, LP fue el producto de las gestiones suyas y las del Sr. De Man.

8. Admita que el 1 de noviembre de 2011 usted recibió un correo electrónico de parte del Sr. De Man detallando los ingresos de éste entre los meses de mayo a octubre de 2011.

9. Admita que usted nunca le instruyó al Sr. De Man que debía corregir alguna de las cifras que él reportó en su correo electrónico del 1 de noviembre de 2011.

10. Admita que el 7 de agosto de 2014, usted recibió del Sr. De Man un correo electrónico con un *spreadsheet* denominado "PdM - Revenue and Expenses v2.xlsx", el que indicaba que la cantidad de \$2,054,185 le fue retenida al Sr. De Man para el 31 de diciembre de 2013.

11. Admita que usted nunca le pidió al Sr. De Man que corrigiera el *spreadsheet* mencionado en el inciso anterior.

12. Admita que, el 14 de febrero de 2015, usted recibió una copia actualizada del *spreadsheet* "PdM - Revenue and Expenses v2.xlsx", el que indicaba que la cantidad de \$1,954,727 le fue retenida al Sr. De Man para el 31 de diciembre de 2014.

13. Admita que usted nunca le pidió al Sr. De Man que corrigiera el *spreadsheet* mencionado en el inciso anterior.

14. Admita que, el 26 de marzo de 2016, usted recibió otra copia actualizada del *spreadsheet* "PdM - Revenue and Expenses v2.xlsx", el que indicaba que la cantidad de \$890,847 le fue retenida al Sr. De Man para el 31 de diciembre de 2015.

15. Admita que usted nunca le pidió al Sr. De Man que corrigiera el *spreadsheet* mencionado en el inciso anterior.

16. Admita que las cantidades en los *spreadsheets* mencionados en los incisos 10, 12, 14 era capital perteneciente al Sr. De Man.

17. Admita que las cantidades mencionadas en el inciso anterior estaban bajo el control suyo, no del Sr. De Man.

18. Admita que usted mantenía una cuenta separada cuyos balances correspondían, en cada año, a las sumas en los *spreadsheets* mencionados en los incisos 10, 12, 14.

19. Admita que las sumas en los *spreadsheets* mencionados en los incisos 10, 12, 14 eran parte del capital de Aspire Commodities, LP, Raiden Commodities, LP y otras empresas afiliadas.

20. Admita que usted pagó por los abanicos de techo "Big Ass Fans" de su residencia en 200 Dorado Beach Drive, unidad 3232 en Dorado, utilizando la tarjeta de crédito de Aspire Commodities, LP.

21. Admita que usted cargó los abanicos mencionados en el inciso anterior como un gasto de Aspire Commodities, LP.

22. Admita que Paul Sarver era su amigo en 2013.

23. Admita Paul Sarver todavía es su amigo.

24. Admita que Lindsay Hornsby era su novia en 2013.

25. Admita que, entre junio y julio de 2013, la Sra. Lindsay Hornsby fue enrolada en el plan de seguro grupal de Aspire Commodities, LP, lo que fue autorizado por usted.

26. Admita que, en verano de 2014, usted le pagó los gastos de vuelo a Puerto Rico a la Sra. Jana Friederick.

27. Admita que este pago fue hecho utilizando millaje de "frequent flyer".

28. Admita que el millaje de "frequent flyer" mencionado en el inciso anterior era propiedad de Aspire Commodities, LP.

29. Admita que usted cargó el costo del viaje de la Sra. Jana Friederick a su tarjeta corporativa de Aspire Commodities, LP.

30. Admita que usted cargó el costo de viaje de la Sra. Friederick como un gasto de Aspire Commodities, LP.

31. Admita que usted también cargó los gastos de comida de la Sra. Friederick como un gasto de Aspire Commodities, LP.

32. Admita que, en junio de 2014, usted creó el *folder* "Jana PR" en la cuenta de "Dropbox for Business" de Aspire Commodities, LP.

33. Admita que, en noviembre de 2015, usted creó un *link* al *folder* /Aspire/Dating Profiles en la cuenta de "Dropbox for Business" de Aspire Commodities, LP.

34. Admita que usted le distribuyó el *folder* mencionado en el inciso anterior a personas que no tenían conexión con Aspire Commodities, LP.

35. Admita que usted le distribuyó el *folder* mencionado en el inciso 33 a una persona que estaba empleado con la empresa Vitol en Houston.

36. Admita que el 2 de marzo de 2015, usted le escribió al Sr. De Man y le manifestó: "Puerto Rico is a dump of disinformation and hustling" y que "everyone on that island is a con artist".

37. Admita que usted pagaba las cuotas del servicio de citas "Millionaire's Club" con la tarjeta corporativa registrada a nombre de Aspire Commodities, LP.

38. Admita que usted era la única persona en Aspire Commodities, LP que utilizaba el servicio del "Millionaire's Club".

39. Admita que usted es miembro del mercado ICE.

40. Admita que, luego de la terminación de Aspire Commodities, LP, usted ha llevado a cabo transacciones de compraventa de valores en el mercado ICE a nombre de otra entidad.

41. Admita que usted controla la entidad que lleva a cabo las transacciones en el mercado ICE que antes realizaba Aspire Commodities, LP.

42. Admita que usted no contribuyó al desarrollo de ningún secreto de negocio en Aspire Commodities, LP.

43. Admita que usted nunca le presentó un *partnership agreement* al Sr. De Man para la firma de él.

44. Admita que usted le instruyó al Sr. Kyle Carlton a no enviarle al Sr. De Man copia del "First Amended and Restated Partnership Agreement" de Aspire Commodities, LP que usted firmó el 5 de agosto de 2014.

45. Admita que usted le instruyó al Sr. Kyle Carlton no enviarle al Sr. De Man el "Second Amended and Restated Partnership Agreement" de Raiden Commodities, LP suscrito por usted el 18 de mayo de 2016.

46. Admita que usted sabía que el Sr. David Schmidli estaba utilizando programas y archivos en Aspire Commodities, LP que pertenecían a su patrono anterior, Luminant.

47. Admita que las ganancias de contratos ofrecidos por *ERCOT* y *PJM* no son elegibles para ser clasificados como ganancias bajo la Sección 1256 del Código de Rentas Internas Federal.

48. Admita que, para 2011, usted reportó sus ganancias de Raiden Commodities, LP como ganancias bajo la sección 1256 en su planilla.

49. Admita que, para 2012, usted reportó sus ganancias de Raiden Commodities, LP como ganancias bajo la sección 1256 en su planilla.

50. Admita que usted ha usado fondos de Aspire Commodities, LP para pagar cenas y viajes a compañeras femeninas suyas que no tienen conexión con dicha empresa.

51. Admita que usted ha pagado gastos personales suyos con la tarjeta de crédito corporativa de Aspire Commodities, LP.

52. Admita que usted nunca le requirió al Sr. De Man mantener confidencial ninguna información que usted le brindó.

53. Admita que el Sr. De Man nunca suscribió un acuerdo de confidencialidad sobre sus actividades.

54. Admita que usted nunca le requirió al Sr. De Man suscribir un acuerdo de confidencialidad para ninguna de las empresas demandadas.

COMMONWEALTH OF PUERTO RICO
COURT OF FIRST INSTANCE
BAYAMÓN JUDICIAL CENTER

PATRICK A.P. DE MAN; MIKA DE MAN
(A/K/A. MIKA KAWAJIRI-DE MAN OR
MIKA KAWAJIRI); and the COMMUNITY
PROPERTY PARTNERSHIP COMPRISED BY
BOTH,

Plaintiffs,

v.

ADAM C. SINN; RAIDEN COMMODITIES,
L.P.; RAIDEN COMMODITIES 1 LLC;
ASPIRE COMMODITIES, L.P.; ASPIRE
COMMODITIES 1, LLC; SINN LIVING
TRUST,

Defendants

CASE NO. D AC 2016-2144 (702)

RE:

BREACH OF FIDUCIARY DUTY;
BREACH OF LIMITED
PARTNERSHIP CONTRACT;
DAMAGES; BAD FAITH AND
DOLUS; BAD FAITH IN
CONTRACTING; UNJUST
ENRICHMENT.

**DEFENDANT ADAM C. SINN'S RESPONSE TO PLAINTIFFS'
FIRST REQUEST FOR ADMISSIONS**

To:

PLAINTIFFS
C/O German J. Brau, Esq.
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From:

ADAM C. SINN
C/O Alfredo Ramírez Macdonald, Esq.
Ana M. Rodríguez Rivera, Esq.
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Defendant Adam C. Sinn ("Adam Sinn,") responds to Plaintiffs' Requests for Admissions as follows:

GENERAL STATEMENT AND OBJECTIONS

1. Adam Sinn's answers and responses have been prepared after a reasonable investigation and are based upon the best information available to Adam Sinn at this time. However, Adam Sinn's ability to respond to these Requests for Admissions is limited because the discovery period is ongoing. Adam Sinn therefore reserves the right to supplement these responses as discovery continues.

2. Adam Sinn has made its answers on the assumption that Plaintiffs do not intend to seek information protected against discovery by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or immunity. To the extent Plaintiffs' requests call for such information, Adam Sinn objects and asserts those privileges and immunities to the fullest extent.

3. Adam Sinn generally objects to the requests as purporting to require disclosure of information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence.

RESPONSES AND OBJECTIONS TO REQUESTS FOR ADMISSIONS

1. Admit that the computer equipment that is listed in ¶ 94 of the Second Amended Counterclaim is not your property.

RESPONSE: Admitted.

2. Admit that you were the one who reimbursed Mr. Patrick De Man for the cost of the computer equipment mentioned in ¶ 94 of the Second Amended Counterclaim.

RESPONSE: Mr. Sinn cannot admit or deny Request 2 since more than one computer was purchased for Mr. de Man to use in his work for Defendant entities, which were paid for differently. Paragraph 94 of the Second Amended Complaint does not contain information sufficient to identify which computer is at issue..

3. Admit that the reimbursement mentioned in the preceding paragraph was carried out using funds from the account of Aspire Commodities, LP.

RESPONSE: See Response to Request 2..

4. Admit that the reimbursement mentioned in paragraph 2 was carried out also using funds from Raiden Commodities, LP.

RESPONSE: Denied.

5. Admit that prior to the facts of this case, Mr. De Man and you were friends.

RESPONSE: Admitted.

6. Admit that you referred to Mr. De Man as your right-hand genius.

RESPONSE: Mr. Sinn admits that he called Mr. de Man a "right hand genius" once, but denies that he generally referred to Mr. de Man as such.

7. Admit that the business of *trading* of Aspire Commodities, LP and Raiden Commodities, LP was the product of your efforts and those of Mr. De Man.

RESPONSE: Denied.

8. Admit that on November 1, 2011, you received an email from Mr. De Man detailing his income between the months of May and October 2011.

Mr. Sinn cannot admit or deny that he received such an email on the identified date. He admits that more than once Mr. de Man sent spreadsheets by email detailing what Mr. de Man contended he was owed for his individual trading activity. At no point did Mr. de Man ever claim he was owed anything other than a percentage of the profits generated by his individual trading activity.

9. Admit that you never instructed Mr. De Man that he should correct any of the figures that he reported in his November 1, 2011 email.

RESPONSE: Request 9 is objected as it assumes facts that have been denied. Mr. Sinn cannot admit or deny that he received on November 1, 2011, an email from Mr. De Man detailing his income between the months of May and October 2011. He admits that more than once Mr. de Man sent spreadsheets by email detailing what Mr. de Man contended he was owed for his individual trading activity. At no point did Mr. de Man ever claim he was owed anything other than a percentage of the profits generated by his individual trading activity. Despite reasonable inquiry, Mr. Sinn lacks information to admit or deny the statements in Request 9.

10. Admit that on August 7, 2014, you received from Mr. De Man an email with a spreadsheet called "PdM - Revenue and Expenses v2.xlsx," which indicated that the sum of \$2,054,185 was withheld from Mr. De Man as at December 31, 2013.

RESPONSE: Denied.

11. Admit that you never asked Mr. De Man to correct the spreadsheet mentioned in the preceding paragraph.

RESPONSE: Request 11 is objected as it assumes facts that have been denied. Despite reasonable inquiry, Mr. Sinn lacks information to admit or deny the statements in Request 11.

12. Admit that on February 14, 2015, you received an updated copy of the spreadsheet "PdM - Revenue and Expenses v2.xlsx," which indicated that the sum of \$1,954,727 was withheld from Mr. De Man as at December 31, 2014.

RESPONSE: Request 12 is objected as it assumes facts that have been denied.

13. Admit that you never asked Mr. De Man to correct the spreadsheet mentioned in the preceding paragraph.

RESPONSE: Request 13 is objected as it assumes facts that have been denied.

14. Admit that on March 26, 2016, you received another updated copy of the spreadsheet "PdM - Revenue and Expenses v2.xlsx," which indicated that the sum of \$890,847 was withheld from Mr. De Man as at December 31, 2015.

RESPONSE: See Response to Request No. 10. Denied.

15. Admit that you never asked Mr. De Man to correct the spreadsheet mentioned in the preceding paragraph.

RESPONSE: Request 15 is objected as it assumes facts that have been denied.

16. Admit that the sums in the spreadsheets mentioned in paragraphs 10, 12, 14 was capital belonging to Mr. De Man.

RESPONSE: Denied.

17. Admit that the sums mentioned in the preceding paragraph are under your control, not that of Mr. De Man.

RESPONSE: Request 17 is objected as it assumes facts that have been denied. In addition, Request 17 is ambiguous and unintelligible. The "sums" are identified as a number in spreadsheets that Mr. de Man created and/or controlled its creation.

18. Admit that you maintained a separate account the balances of which corresponded, in each year, to the sums in the spreadsheets mentioned in paragraphs 10, 12, 14.

RESPONSE: Request 18 is objected as it assumes facts that have been denied. Without waiving the foregoing objection, and to the extent Mr. Sinn understands this Request, it is denied.

19. Admit that the sums in the spreadsheets mentioned in paragraphs 10, 12, 14 were part of the capital of Aspire Commodities, LP, Raiden Commodities, LP, and other affiliated companies.

RESPONSE: Request 19 is objected as it assumes facts that have been denied. In addition, this Request is ambiguous and unintelligible. The "sums" were entries on spreadsheets. Without waiving the foregoing objections, to the extent this Request states that the amounts Mr. de Man claimed at various times were owed to him for his trading activity represented earned capital in any of the defendant companies, it is denied. Mr. de Man was paid a percentage of the profits from his individual trading activity and earned no capital in any defendant company. The sums on the spreadsheet are a calculation of the profits generated by Mr. de Man on his individual trades; they are not capital earned by Mr. de Man. Mr. Sinn denies all remaining statements in Request 19.

20. Admit that you paid for the "Big Ass Fans" ceiling fans of your residence at 200 Dorado Beach Drive, unit 3232, in Dorado, using the credit card of Aspire Commodities, LP.

RESPONSE: Objection. This Request seeks information that is entirely irrelevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

21. Admit that you charged the fans mentioned in the preceding paragraph as an expense of Aspire Commodities, LP.

RESPONSE: Objection. This Request seeks information that is entirely irrelevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

22. Admit that Paul Sarver was your friend in 2013.

RESPONSE: Objection. This Request seeks information that is entirely irrelevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

23. Admit [that] Paul Sarver is still your friend.

RESPONSE: Objection. This Request seeks information that is entirely irrelevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

24. Admit that Lindsay Hornsby was your girlfriend in 2013.

RESPONSE: Objection. This Request seeks information that is entirely irrelevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

25. Admit that between June and July 2013, Mrs. Lindsay Hornsby was enrolled in the group health insurance plan of Aspire Commodities, LP, which was authorized by you.

RESPONSE: Objection. This Request seeks information that is entirely irrelevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

26. Admit that in the summer of 2014, you paid the flight expenses to Puerto Rico of Mrs. Jana Friederick.

RESPONSE: Objection. This Request seeks information that is entirely irrelevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

27. Admit that this payment was made using frequent flyer miles.

RESPONSE: Objection. This Request seeks information that is entirely irrelevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

28. Admit that the frequent flyer miles mentioned in the preceding paragraph were the property of Aspire Commodities, LP.

RESPONSE: Objection. This Request seeks information that is entirely irrelevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

29. Admit that you charged the cost of Mrs. Jana Friederick's trip to your corporate card of Aspire Commodities, LP.

RESPONSE: Objection. This Request seeks information that is entirely irrelevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

30. Admit that you charged the cost of Mrs. Friederick's trip as an expenses of Aspire Commodities, LP.

RESPONSE: Objection. This Request seeks information that is entirely irrelevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

31. Admit that you also charged the meal expenses of Mrs. Friederick as an expense of Aspire Commodities, LP.

RESPONSE: Objection. This Request seeks information that is entirely irrelevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

32. Admit that in June 2014, you created the folder "Jana PR" in the "Dropbox for Business" account of Aspire Commodities, LP.

RESPONSE: Objection. This Request seeks information that is entirely irrelevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

33. Admit that in November 2015, you created a link to the folder /Aspire/Dating Profiles in the "Dropbox for Business" account of Aspire Commodities, LP.

RESPONSE: Objection. This Request seeks information that is entirely irrelevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

34. Admit that you distributed the folder mentioned in the preceding paragraph to persons who did not have any connection to Aspire Commodities, LP.

RESPONSE: Objection. This Request seeks information that is entirely irrelevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

35. Admit that you distributed the folder mentioned in paragraph 33 to a person who was employed with the Vitol company in Houston.

RESPONSE: Objection. This Request seeks information that is entirely irrelevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

36. Admit that on March 2, 2015, you wrote to Mr. De Man and told him, "Puerto Rico is a dump of disinformation and hustling" and that "everyone on that island is a con artist."

RESPONSE: Objection. This Request seeks information that is entirely irrelevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

37. Admit that you paid the dues of the "Millionaire's Club" dating service with the corporate card registered in the name of Aspire Commodities, LP.

RESPONSE: Objection. This Request seeks information that is entirely irrelevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

38. Admit that you were the only person at Aspire Commodities, LP who used the "Millionaire's Club" service.

RESPONSE: Objection. This Request seeks information that is entirely irrelevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

39. Admit that you are a member of the ICE market.

RESPONSE: Denied.

40. Admit that after the termination of Aspire Commodities, LP, you have carried out purchase and sale transactions of securities in the ICE market in the name of another entity.

RESPONSE: Objection. This Request is ambiguous and unintelligible. Without waiving the foregoing objection, to the extent Mr. Sinn understands the Request, it is denied.

41. Admit that you control the entity that carries out the transactions in the ICE market that Aspire Commodities, LP formerly carried out.

RESPONSE: Objection. This Request is ambiguous and unintelligible. Without waiving the foregoing objection, to the extent Mr. Sinn understands this Request, it is denied.

42. Admit that you did not contribute to the development of any trade secret at Aspire Commodities, LP.

RESPONSE: Denied.

43. Admit that you never presented a partnership agreement to Mr. De Man for his signature.

RESPONSE: Admitted.

44. Admit that you instructed Mr. Kyle Carlton to not sent to Mr. De man a copy of the "First Amended and Restated Partnership Agreement" of Aspire Commodities, LP that you signed on August 5, 2014.

RESPONSE: Objection. This Request is ambiguous and capable of multiple interpretations. Without waiving the foregoing objection, to the extent Mr. Sinn understands this Request, after reasonable inquiry, Mr. Sinn cannot admit or deny this Request.

45. Admit that you instructed Mr. Kyle Carlton to not sent to Mr. De man a copy of the "Second Amended and Restated Partnership Agreement" of Raiden Commodities, LP that you signed on May 18, 2016.

RESPONSE: Objection. This Request is ambiguous and capable of multiple interpretations. Without waiving the foregoing objection, to the extent Mr. Sinn understands this

Request, despite reasonable inquiry, Mr. Sinn lacks information to admit or deny the statements in Request 45.

46. Admit that you knew that Mr. David Schmidli was using programs and files at Aspire Commodities, LP that belongs to his former employer, Luminant.

RESPONSE: Objection as to the form of the question. Without waiving the foregoing objection, it is denied.

47. Admit that the profits from contracts offered by *ERGOT* and *PJM* are not eligible to be classified as profits under Section 1256 of the Federal Internal Revenue Code.

RESPONSE: Objection as it calls for expert testimony outside the knowledge of a lay witness and calls for a legal conclusion.

48. Admit that in 2011, you reported your profits from Raiden Commodities, LP as profits under Section 1256 in your tax return.

RESPONSE: Denied.

49. Admit that in 2012, you reported your profits from Raiden Commodities, LP as profits under Section 1256 in your tax return.

RESPONSE: Denied.

50. Admit that you have used funds of Aspire Commodities, LP to pay dinners and trips for female companions of yours who are not connected with that company.

RESPONSE: Objection. This Request seeks information that is entirely irrelevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence..

51. Admit that you have paid personal expenses of yours with the corporate credit card of Aspire Commodities, LP.

RESPONSE: Objection. This Request seeks information that is entirely irrelevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

52. Admit that you never asked Mr. De Man to keep confidential any information that you gave to him.

RESPONSE: Denied.

53. Admit that Mr. De Man never signed a confidentiality agreement regarding his activities.


RESPONSE: Admitted.

54. Admit that you never asked Mr. De Man to sign a confidentiality agreement for any of the defendant companies.

RESPONSE: Denied.

Respectfully submitted,

Executed in Houston, Texas, on January 16, 2019.



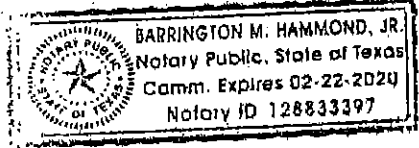
Signature

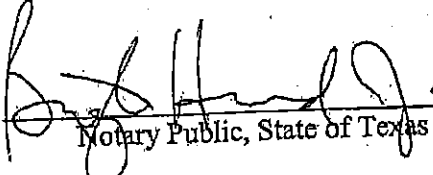
SWORN STATEMENT

State of Texas

County of Harris

SWORN to and SUBSCRIBED before me, the undersigned authority, on the 16th day
of January, 2019, by Adam Slnn



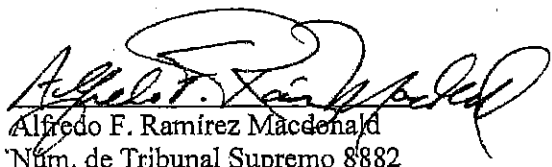


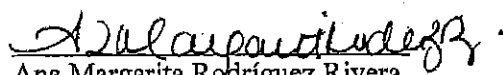
Notary Public, State of Texas

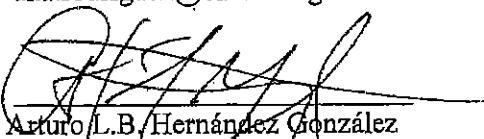
WE HEREBY CERTIFY: having sent on this same date a true and exact copy of this document to German J. Brau, Esq. (german.brau@bioslawpr.com), P.O. Box 13669, San Juan, Puerto Rico 00908.

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ESTADO LIBRE ASOCIADO DE PUERTO RICO
TRIBUNAL DE PRIMERA INSTANCIA
SALA SUPERIOR DE BAYAMÓN

PATRICK A.P. DE MAN; MIKA DE
MAN (A.K.A. MIKA KAWAJIRI-DE
MAN OR MIKA KAWAJIRI); y la
SOCIEDAD LEGAL DE BIENES
GANANCIALES COMPUESTA POR
AMBOS

Demandantes,

v.

ADAM C. SINN; RAIDEN
COMMODITIES, L.P.; RAIDEN
COMMODITIES 1 LLC; ASPIRE
COMMODITIES, L.P.; ASPIRE
COMMODITIES 1, LLC; SINN LIVING
TRUST,

Demandados.


CIVIL NÚM.: D AC2016-2144(702)

SOBRE:

INCUMPLIMIENTO DE DEBER DE
FIDUCIA; INCUMPLIMIENTO DE
CONTRATO DE SOCIEDAD
LIMITADA; DAÑOS Y PERJUICIOS;
MALA FE Y DOLO; MALA FE EN LA
CONTRATACIÓN;
ENRIQUECIMIENTO INJUSTO.

PRIMER REQUERIMIENTO DE ADMISIONES

A: ASPIRE COMMODITIES, L.P.
P/C Lcdo. Alfredo F. Ramirez Macdonald
Lcda. Ana Margarita Rodríguez Rivera
Lcdo. Arturo L.B. Hernández González
O'NEILL & BORGES LLC
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De: PARTE DEMANDANTE
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Fecha: 27 de diciembre de 2018

La parte demandante, le requiere para que, de conformidad con las
Reglas de Procedimiento Civil vigentes; conteste individualmente los
siguientes requerimientos de admisión.

Las cuestiones sobre las cuales se solicita una admisión se tendrán por admitidas a menos que dentro de los veinte (20) días de haberle sido notificado el requerimiento, se someta una contestación bajo juramento. La contestación deberá negar específicamente la materia o exponer en detalle las razones por las cuales la parte a quien se le requiere la admisión no puede admitir o negar lo requerido.

Una parte a quien se le requiere una admisión no podrá aducir como razón para así no hacerlo la falta de información o de conocimiento, a menos que demuestre que ha hecho las gestiones necesarias para obtener dicha información y que la información conocida u obtenida es insuficiente para admitir o negar. Una parte no podrá objetar el requerimiento basándose en que la materia requerida presenta una controversia justiciable.

1. Admita que el equipo de computadora que se enumera en el ¶ 94 de la Segunda Reconvención Enmendada no es propiedad de Aspire Commodities, LP.
2. Admita que Aspire Commodities, LP nunca reembolsó al Sr. Patrick De Man por el costo de los equipos de computadora mencionados en el ¶ 94 de la Segunda Reconvención Enmendada.
3. Admita que el número de cuenta de Aspire Commodities, LP en JP Morgan era el 478033660.
4. Admita que Aspire Commodities, LP transfirió fondos a Rural Route 3 Holdings, LP (cuenta # 3040536657).
5. Admita que la tarjeta de crédito 5589 8710 0459 1147 de Chase Sapphire emitida a favor de Aspire Commodities, LP estaba a nombre del Sr. Adam C. Sinn.
6. Admita que los cargos a la referida cuenta Chase Sapphire 5587 8710 0459 1147 se pagaban con dineros de Aspire Commodities, LP.
7. Admita que, desde 2011, el demandante De Man le rindió servicios a Aspire Commodities, LP.

8. Admita que en 2011, Aspire Commodities, LP no le pagó al Sr. De Man un salario o bonificaciones.
9. Admita que en 2011 Stephen Benschluch se convirtió en contratista de Aspire Commodities, LP.
10. Admita que la compensación de Stephen Benschluch fue cargada como un gasto contra los ingresos generados por el Sr. De Man.
11. Admita que, fuera del Sr. De Man y el Sr. Sinn, la compensación de Stephen Benschluch no fue pagada por o cargada a nadie más.
12. Admita que, en 2012, Aspire Commodities, LP tenía tan solo un socio limitado ("limited partner").
13. Admita que, en 2013, Aspire Commodities, LP tenía tan solo un socio limitado ("limited partner").
14. Admita que, en 2014, Aspire Commodities, LP tenía tan solo un socio limitado ("limited partner").
15. Admita que, en 2015, Aspire Commodities, LP tenía tan solo un socio limitado ("limited partner").
16. Admita que, en 2016, Aspire Commodities, LP tenía tan solo un socio limitado ("limited partner").
17. Admita que el 24 de enero de 2014, Aspire Commodities, LP realizó una distribución de socio ("partnership distribution") por \$500,000 a favor del Sr. De Man.
18. Admita que el archivo "Bid Tool - Master_v2012.29.xlsx" que estaba guardado en el "Dropbox for Business" de Aspire Commodities, LP es una propiedad intelectual perteneciente a Luminant.
19. Admita que el archivo "Bid Tool - Master_v2012.29.xlsx" que estaba guardado en el "Dropbox for Business" de Aspire Commodities, LP es una propiedad intelectual perteneciente a Capgemini Energy.
20. Admita que el archivo "Bid Tool - Master_v2012.29.xlsx" que estaba guardado en el "Dropbox for Business" de Aspire Commodities, LP no es una propiedad intelectual que pertenece a ésta.

21. Admita que Aspire Commodities, LP recibió de David Schmidli el archivo mencionado en el inciso anterior, luego de que él se apropiara de dicho archivo, el que pertenecía a su patrono anterior.

22. Admita que Aspire Commodities, LP recibió de David Schmidli varios archivos electrónicos que el Sr. Schmidli se había apropiado de su patrono anterior, sin la correspondiente autorización.

23. Admita que Aspire Commodities, LP derivó beneficios haciendo negocios empleando los archivos de los que se había apropiado el Sr. Schmidli.

24. Admita que en junio de 2012, el Sr. Sinn autorizó una transferencia de \$1,136,945 a la cuenta de Aspire Commodities, LP de la cuenta de Raiden Commodities, LP.

25. Admita que en el "Dropbox for Business" de Aspire Commodities, LP se almacenaban perfiles sociales de personas ("dating profiles") obtenidos del "Millionaire's Club."

26. Admita que a los comerciantes ("traders") empleados en Aspire Commodities, LP se les solicitaba que evaluaran los perfiles sociales obtenidos del "Millionaire's Club."

27. Admita que, en 2013, la Sra. Lindsay Hornsby recibió un pago de \$1,000 de Aspire Commodities, LP.

28. Admita que la Sra. Lindsay Hornsby fue incluida en el plan de seguro de salud grupal de Aspire Commodities, LP en junio y/o julio de 2013.

29. Admita que la Sra. Lindsay Hornsby fue empleada de Aspire Commodities, LP en 2013.

30. Admita que la Sra. Lindsay Hornsby nunca firmó un contrato de empleo con Aspire Commodities, LP.

31. Admita que la Sra. Lindsay Hornsby nunca realizó trabajo alguno para Aspire Commodities, LP.

32. Admita que, en 2013, Aspire Commodities, LP le pagó \$2,502.00 a Paul Sarver.

33. Admita que los trabajos realizados por Paul Sarver para el Sr. Sinn no tenían conexión alguna con Aspire Commodities, LP.
34. Admita que el Sr. Paul Sarver nunca suscribió un contrato de empleo con Aspire Commodities, LP.
35. Admita que la Sra. Jana Friederick fue empleada o contratista de Aspire Commodities, LP.
36. Admita que el 22 de junio de 2016 el Sr. Barry Hammond accedió a la cuenta denominada barry.hammond@gmail.com de "Dropbox for Business" de Aspire Commodities, LP.
37. Admita que el 1 de julio de 2016 Barry Hammond intentó acceder a la cuenta denominada pdeman@aspirecommodities.com.
38. Admita que el 7 de marzo de 2016, Aspire Commodities, LP emitió un solo memorando interno.
39. Admita que el memorando del 7 de marzo de 2016 dirigido a los socios limitados de Aspire Commodities, LP fue enviado correctamente al Sr. De Man.
40. Admita que el Sr. De Man fue empleado de Aspire Commodities, LP en 2014.
41. Admita que el Sr. De Man fue empleado de Aspire Commodities, LP en 2015.
42. Admita que el Sr. De Man fue empleado de Aspire Commodities, LP en 2016.
43. Admita que, para retener a David Schmidli, Aspire Commodities, LP le pagó hasta \$1,000,000, según mencionado en el ¶ 45 de la Segunda Reconvención Enmendada.
44. Admita que, para retener a Brian Tyson, Aspire Commodities, LP le pagó hasta \$1,000,000, según mencionado en el ¶ 45 de la Segunda Reconvención Enmendada.

45. Admita que, para retener a Niranth (Jay) Viswanathan, Aspire Commodities, LP le pagó hasta \$1,000,000, según mencionado en el ¶ 45 de la Segunda Reconvención Enmendada.

46. Admita que ninguno de los comerciantes ("traders") de Aspire Commodities, LP recibió llamadas amenazantes de parte del Sr. De Man.

47. Admita que el reclutador al que se hace referencia en el ¶ 46 de la Segunda Reconvención Enmendada lo es Salthill Group.

48. Admita que luego de la terminación de Aspire Commodities, LP, otra entidad realizó las transacciones en el mercado ICE que antes realizaba Aspire Commodities, LP a favor del Sr. Sinn y/o su grupo corporativo.

49. Admita que luego de la terminación de Aspire Commodities, LP, los activos de dicha empresa fueron transferidos a una entidad bajo el control directo o indirecto del Sr. Adam Sinn.

50. Admita que Aspire Commodities, LP nunca fue dueña de secretos comerciales.

51. Admita que Aspire Commodities, LP nunca notificó al Sr. De Man que la empresa tuviera secretos comerciales.

52. Admita que Aspire Commodities, LP carecía de protocolo alguno para la preservación de secretos comerciales.

53. Admita que al Sr. De Man sólo se le envió un borrador del "Partnership Agreement" de Aspire Commodities, LP.

54. Admita que, mientras estuvo con la empresa, al Sr. De Man nunca se le envió el "First Amended Partnership Agreement" de Aspire Commodities, LP que fue suscrito por el Sr. Sinn el 5 de agosto de 2014.

55. Admita que el 3 de julio de 2017 Barry Hammond autorizó al Sr. De Man a copiar todos los archivos en el "Dropbox for Business" de Aspire Commodities, LP.

COMMONWEALTH OF PUERTO RICO
COURT OF FIRST INSTANCE
BAYAMÓN JUDICIAL CENTER

PATRICK A.P. DE MAN; MIKA DE MAN
(A/K/A. MIKA KAWAJIRI-DE MAN OR
MIKA KAWAJIRI); and the COMMUNITY
PROPERTY PARTNERSHIP COMPRISED BY
BOTH,

Plaintiffs,

v.

ADAM C. SINN; RAIDEN COMMODITIES,
L.P.; RAIDEN COMMODITIES 1 LLC;
ASPIRE COMMODITIES, L.P.; ASPIRE
COMMODITIES, L.P.; SINN LIVING TRUST,

Defendants

CASE NO. D AC 2016-2144 (702)

RE:

BREACH OF FIDUCIARY DUTY;
BREACH OF LIMITED
PARTNERSHIP CONTRACT;
DAMAGES; BAD FAITH AND
DOLUS; BAD FAITH IN
CONTRACTING; UNJUST
ENRICHMENT.

**ASPIRE COMMODITIES, LP'S RESPONSE TO PLAINTIFF'S
FIRST REQUEST FOR ADMISSIONS**

To: **PLAINTIFFS**
C/O German J. Brau, Esq.
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PO Box 13669
San Juan, Puerto Rico 00908
Tel. (787) 723-8754 / 710-8262
Fax: (787) 282-3672
Email: german.brau@bioslawpr.com

From: **ASPIRE COMMODITIES, L.P.**
C/O Alfredo Ramirez Macdonald, Esq.
Ana M. Rodríguez Rivera, Esq.
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arturo.hernandez@oneillborges.com

Defendants Aspire Commodities, LP ("Aspire LP"), responds to Plaintiffs' Requests for Admissions as follows:

GENERAL STATEMENT AND OBJECTIONS

1. Aspire LP's answers and responses have been prepared after a reasonable investigation and are based upon the best information available to Aspire LP at this time. However, Aspire LP's ability to respond to these Requests for Admissions is limited because the discovery period is ongoing. Aspire LP therefore reserves the right to supplement these responses as discovery continues.

2. Aspire LP has made its answers on the assumption that Plaintiffs do not intend to seek information protected against discovery by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or immunity. To the extent Plaintiffs' requests call for such information, Aspire LP objects and asserts those privileges and immunities to the fullest extent.

3. Aspire LP generally objects to the requests as purporting to require disclosure of information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence.

RESPONSES AND OBJECTIONS TO REQUESTS FOR ADMISSIONS

1. Admit that the computer equipment that is listed in ¶ 94 of the Second Amended Counterclaim is not the property of Aspire Commodities, L.P.

RESPONSE: Aspire LP cannot admit or deny Request 1 since more than one computer was purchased for Mr. de Man to use in his work for Defendant entities, which were paid for

differently. Paragraph 94 of the Second Amended Complaint does not contain information sufficient to identify which computer is at issue.

2. Admit that Aspire Commodities, L.P. never reimbursed Mr. Patrick De Man for the cost of the computer equipment mentioned in ¶ 94 of the Second Amended Counterclaim.

RESPONSE: See Response to Request 1.

3. Admit that account number of Aspire Commodities, LP at JP Morgan was 478033660.

RESPONSE: Objection. This Request seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

4. Admit that Aspire Commodities, L.P. transferred funds to Rural Route 3 Holdings, LP (account# 3040536657).

RESPONSE: Objection. This Request seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

5. Admit that credit card 5589 8710 0459 1147 of Chase Sapphire issued in favor of Aspire Commodities, LP was in the name of Mr. Adam C. Sinn.

RESPONSE: Objection. This Request seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

6. Admit that the charges to the aforementioned Chase Sapphire 5587 8710 0459 1147 account were paid with monies of Aspire Commodities, LP.

RESPONSE: Objection. This Request seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

7. Admit that, since 2011, plaintiff De Man rendered services to Aspire Commodities, LP.

RESPONSE: Denied.

8. Admit that in 2011, Aspire Commodities, LP did not pay Mr. De Man a salary or bonuses.

RESPONSE: Aspire LP admits that Mr. de Man instructed Aspire LP not to pay him a salary or bonus in 2011 and Aspire LP complied with that request. Aspire LP denies all remaining statements in Request 8.

9. Admit that in 2011 Stephen Benchluch became a contractor of Aspire Commodities, LP.

RESPONSE: Admitted.

10. Admit that Stephen Benchluch's compensation was charged as an expenses against the income generated by Mr. De Man.

RESPONSE: Denied.

11. Admit that, outside of Mr. De Man and Mr. Sinn, Stephen Benchluch's compensation was not paid by or charged to anyone else.

RESPONSE: Denied.

12. Admit that in 2012, Aspire Commodities, LP had only one limited partner.

RESPONSE: Admitted.

13. Admit that in 2013, Aspire Commodities, LP had only one limited partner.

RESPONSE: Admitted.

14. Admit that in 2014, Aspire Commodities, LP had only one limited partner.

RESPONSE: Admitted.

15. Admit that in 2015, Aspire Commodities, LP had only one limited partner.

RESPONSE: Admitted.

16. Admit that in 2016, Aspire Commodities, LP had only one limited partner.

RESPONSE: Admitted.

17. Admit that on January 24, 2014, Aspire Commodities, LP made a partnership distribution of \$500,000 in favor of Mr. De Man.

RESPONSE: Denied to the extent that the Request implies that Mr. De Mann is an "equity partner". Without waiving this objection, Aspire LP admits that it paid Mr. de Man \$500,000, corresponding to a percentage of the profits he generated on his personal trades. Aspire LP denies all other statements in Request 17.

18. Admit that the "Bid Tool - Mastecv2012.29.xlsx" file that was stored in the "Dropbox for Business" of Aspire Commodities, LP is intellectual property belonging to Luminant.

RESPONSE: Objection as it call for a legal conclusion. Without waving the foregoing objection, it is denied.

19. Admit that the "Bid Tool - Master_v2012.29.xlsm" file that was stored in the "Dropbox for Business" of Aspire Commodities, LP is intellectual property belonging to Capgemini Energy.

RESPONSE: Objection as it call for a legal conclusion. Without waving the foregoing objection, it is denied.

20. Admit that the "Bid Tool - Master_v2012.29.xlsm" file that was stored in the "Dropbox for Business" of Aspire Commodities, LP is not intellectual property belonging to the latter.

RESPONSE: Objection as it call for a legal conclusion. Without waving the foregoing objection, it is denied.

21. Admit that Aspire Commodities, LP received from David Schmidli the file mentioned in the preceding paragraph, after he appropriated said file, which belongs to his former employer.

RESPONSE: Objection as it call for a legal conclusion. Without waving the foregoing objection, it is denied.

22. Admit that Aspire Commodities, LP received from David Schmidli several electronic files that Mr. Schmidli had appropriated from his former employer, without the corresponding authorization.

RESPONSE: Objection as it call for a legal conclusion. Without waving the foregoing objection, it is denied.

23. Admit that Aspire Commodities, LP derived benefits doing business using the files that Mr. Schmidli had appropriated.

RESPONSE: Objection as it call for a legal conclusion. Without waving the foregoing objection, it is denied.

24. Admit that in June 2012, Mr. Sinn authorized a transfer of \$1,136,945 to the Aspire Commodities, LP account from the Raiden Commodities, LP account.

RESPONSE: Objection. This Request seeks the disclosure of information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

25. Admit that in the "Dropbox for Business" of Aspire Commodities, LP dating profiles were stored obtained from the "Millionaires Club."

RESPONSE: Objection. This Request seeks the disclosure of information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

26. Admit that the traders employees at Aspire Commodities, LP were asked to evaluate the dating profiles obtained from the "Millionaires Club."

RESPONSE: Objection. This Request seeks the disclosure of information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

27. Admit that in 2013, Mrs. Lindsay Hornsby received a payment of \$1,000 from Aspire Commodities, LP.

RESPONSE: Objection. This Request seeks the disclosure of information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

28. Admit that Mrs. Lindsay Hornsby was included in the group health plan of Aspire Commodities, LP in June and/or July 2013.

RESPONSE: Objection. This Request seeks the disclosure of information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

29. Admit that Mrs. Lindsay Hornsby was an employee of Aspire Commodities, LP in 2013.

RESPONSE: Objection. This Request seeks the disclosure of information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

30. Admit that Mrs. Lindsay Hornsby never signed an employment contract with Aspire Commodities, LP.

RESPONSE: Objection. This Request seeks the disclosure of information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

31. Admit that Mrs. Lindsay Hornsby never did any work whatsoever for Aspire Commodities, LP.

RESPONSE: Objection. This Request seeks the disclosure of information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

32. Admit that in 2013, Aspire Commodities, LP paid \$2,502.00 to Paul Sarver.

RESPONSE: Objection. This Request seeks the disclosure of information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

33. Admit that the work done by Paul Sarver for Mr. Sinn did not have any connection whatsoever with Aspire Commodities, LP.

RESPONSE: Objection. This Request seeks the disclosure of information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

34. Admit that Mr. Paul Sarver never signed an employment contract with Aspire Commodities, LP.

RESPONSE: Objection. This Request seeks the disclosure of information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

35. Admit that Mrs. Jana Friederick was an employee or contractor of Aspire Commodities, LP.

RESPONSE: Objection. This Request seeks the disclosure of information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

36. Admit that on June 22, 2016, Mr. Barry Hammond accessed the account called barry.hammond@gmail.com from "Dropbox for Business" of Aspire Commodities, LP.

RESPONSE: Objection. This Request seeks the disclosure of information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

37. Admit that on July 1, 2016, Barry Hammond attempted to access the account called pdeman@aspirecommodities.com.

RESPONSE: Objection. This Request seeks the disclosure of information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

38. Admit that on March 7, 2016, Aspire Commodities, LP issued one single internal memorandum.

RESPONSE: Objection. This Request is so ambiguous that Aspire LP cannot determine with any reasonable accuracy what is stated.

39. Admit that the March 7, 2016 memorandum addressed to the limited partners of Aspire Commodities, LP was correctly sent to Mr. De Man.

RESPONSE: Objection. Aspire LP cannot determine with any reasonable accuracy to what "March 7, 2016" memorandum the Request refers so that Aspire LP cannot provide any response.

40. Admit that Mr. De Man was an employee of Aspire Commodities, LP in 2014.

RESPONSE: Aspire LP admits that the parties intended for Mr. de Man to be an Aspire LP employee, and its consultants advised that Mr. de Man be issued a K-1 for 2014. Aspire LP denies all remaining statements in Request 40.

41. Admit that Mr. De Man was an employee of Aspire Commodities, LP in 2015.

RESPONSE: Aspire LP admits that the parties intended for Mr. de Man to be an Aspire LP employee, and its consultants advised that Mr. de Man be issued a K-1 for 2015. Aspire LP denies all remaining statements in Request 41.

42. Admit that Mr. De Man was an employee of Aspire Commodities, LP in 2016.

RESPONSE: Aspire LP admits that the parties intended for Mr. de Man to be an Aspire LP employee. Aspire LP denies all remaining statements in Request 42.

43. Admit that, to retain David Schmidli, Aspire Commodities, LP paid him up to \$1,000,000, as mentioned in ¶ 45 of the Second Amended Counterclaim.

RESPONSE: Objection as to the form of the Request. Without waiving the foregoing objection, Aspire LP admits that it paid a retention bonus to Mr. Schmidli due to Mr. de Man's threatening activities directed at Mr. Schmidli.

44. Admit that, to retain Brian Tyson, Aspire Commodities, LP paid him up to \$1,000,000, as mentioned in ¶ 45 of the Second Amended Counterclaim.

RESPONSE: Objection as to the form of the Request. Without waiving the foregoing objection, Aspire LP admits that it paid a retention bonus to Mr. Tyson due to Mr. de Man's threatening activities directed at Mr. Tyson.

45. Admit that, to retain Niranth (Jay) Viswanathan, Aspire Commodities, LP paid him up to \$1,000,000, as mentioned in ¶ 45 of the Second Amended Counterclaim.

RESPONSE: Denied.

46. Admit that none of the traders of Aspire Commodities, LP received threatening called from Mr. De Man.

RESPONSE: Denied.

47. Admit that the recruiter to which reference is made in ¶46 of the Second Amended Counterclaim is Salthill Group.

RESPONSE: Admitted.

48. Admit that after the termination of Aspire Commodities, LP, another entity made the transactions in the ICE market that Aspire Commodities, LP formerly made in favor of Mr. Sinn and/or his corporate group.

RESPONSE: Objection to the form. Without waiving the foregoing objection, it is denied.

49. Admit that after Aspire Commodities, LP's termination, the assets of said company were transferred to an entity under the direct or indirect control of Mr. Adam Sinn.

RESPONSE: Admitted.

50. Admit that Aspire Commodities, LP never owned trade secrets.

RESPONSE: Denied.

51. Admit that Aspire Commodities, LP never notified Mr. De Man that the company had trade secrets.

RESPONSE: Denied.

52. Admit that Aspire Commodities, LP lacks any protocol for the preservation of trade secrets.

RESPONSE: Denied.

53. Admit that Mr. De Man was only sent a draft of the "Partnership Agreement" of Aspire Commodities, LP.

RESPONSE: Denied.

54. Admit that, while he was with the company, Mr. De Man was never sent the "First Amended Partnership Agreement" of Aspire Commodities, LP that was signed by Mr. Sinn on August 5, 2014.

RESPONSE: Despite reasonable inquiry, Aspire LP lacks information sufficient to admit or deny Request 54.

Respectfully submitted,

Executed in Houston, Texas, on January 16, 2019.



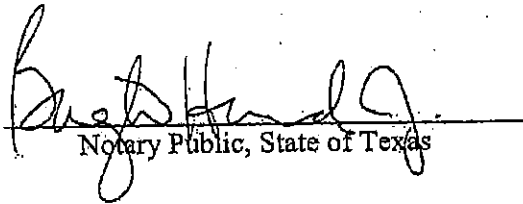
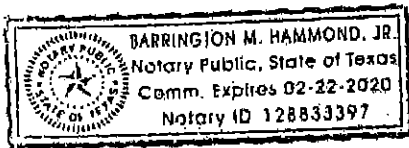
Signature

SWORN STATEMENT

State of Texas

County of Harris

SWORN to and SUBSCRIBED before me, the undersigned authority, on the 16th day of January, 2019, by Adam Sinn, as representative of Aspire Commodities, L.P.



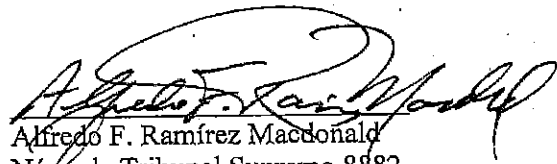
Notary Public, State of Texas

WE HEREBY CERTIFY: having sent on this same date a true and exact copy of this document to German J. Brau, Esq. (german.brau@bioslawpr.com), P.O. Box 13669, San Juan, Puerto Rico 00908.

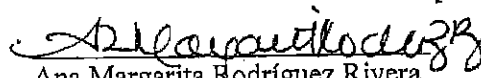
O'NEILL & BORGES

Attorneys for Aspire Commodities, L.P.
American International Plaza
250 Muñoz Rivera Ave., Ste. 800
San Juan, PR 00918-1813
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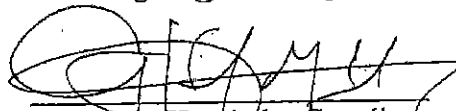
By:


Alfredo F. Ramírez Macdonald
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By:


Ana Margarita Rodríguez Rivera
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ana.rodriguez@oneillborges.com

By:


Arturo L.B. Hernández González
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ESTADO LIBRE ASOCIADO DE PUERTO RICO
TRIBUNAL DE PRIMERA INSTANCIA
SALA SUPERIOR DE BAYAMÓN

PATRICK A.P. DE MAN; MIKA DE
MAN (A.K.A. MIKA KAWAJIRI-DE
MAN OR MIKA KAWAJIRI); y la
SOCIEDAD LEGAL DE BIENES
GANANCIALES COMPUESTA POR
AMBOS

Demandantes,

v.

ADAM C. SINN; RAIDEN
COMMODITIES, L.P.; RAIDEN
COMMODITIES 1 LLC; ASPIRE
COMMODITIES, L.P.; ASPIRE
COMMODITIES 1, LLC; SINN LIVING
TRUST,

Demandados.


CIVIL NÚM.: D AC2016-2144(702).

SOBRE:

INCUMPLIMIENTO DE DEBER DE
FIDUCIA; INCUMPLIMIENTO DE
CONTRATO DE SOCIEDAD
LIMITADA; DAÑOS Y PERJUICIOS;
MALA FE Y DOLO; MALA FE EN LA
CONTRATACIÓN;
ENRIQUECIMIENTO INJUSTO.

PRIMER REQUERIMIENTO DE ADMISIONES

A: RAIDEN COMMODITIES 1, LLC
P/C Lcdo. Alfredo F. Ramírez Macdonald
Lcda. Ana Margarita Rodríguez Rivera
Lcdo. Arturo L.B. Hernández González
O'NEILL & BORGES LLC
250 Avenida Muñoz Rivera, Suite 800
San Juan, Puerto Rico 00918-1813
Tel. (787) 764-8181
Fax: (787) 753-8944
Email: alfredo.ramirez@oneillborges.com
ana.rodriguez@oneillborges.com
arturo.hernandez@oneillborges.com


De: PARTE DEMANDANTE
P/C Lcdo. German J. Brau
BAUZÁ BRAU IRIZARRY OJEDA & SILVA
PO Box 13669
San Juan, Puerto Rico 00908
Tel. (787) 723-8754/710-8262
Fax: (787) 282-3672
Email: german.brau@bioslawpr.com

Fecha: 27 de diciembre de 2018

La parte demandante le requiere para que, de conformidad con las Reglas de Procedimiento Civil vigentes, conteste individualmente los siguientes requerimientos de admisión.

Las cuestiones sobre las cuales se solicita una admisión se tendrán por admitidas a menos que dentro de los veinte (20) días de haberle sido notificado el requerimiento, se someta una contestación bajo juramento. La contestación deberá negar específicamente la materia o exponer en detalle las razones por las cuales la parte a quien se le requiere la admisión no puede admitir o negar lo requerido.

Una parte a quien se le requiere una admisión no podrá aducir como razón para así no hacerlo la falta de información o de conocimiento, a menos que demuestre que ha hecho las gestiones necesarias para obtener dicha información y que la información conocida u obtenida es insuficiente para admitir o negar. Una parte no podrá objetar el requerimiento basándose en que la materia requerida presenta una controversia justiciable.

1. Admita que el equipo de computadora que se enumera en el ¶ 94 de la Segunda Reconvención Enmendada no es propiedad de Raiden Commodities 1, LLC.
2. Admita que Raiden Commodities 1, LLC nunca reembolsó al Sr. Patrick De Man por el costo de los equipos de computadora mencionados en el ¶ 94 de la Segunda Reconvención Enmendada.
3. Admita que el Sr. De Man es dueño del 50% de Raiden Commodities 1, LLC.
4. Admita que el plan de seguro de salud grupal de Raiden Commodities 1, LLC para el año 2015 -Triple-S Salud Óptimo Plus Platinum- estaba limitado a los empleados activos de Raiden Commodities 1, LLC y a residentes *bona fide* Puerto Rico.
5. Admita que el Sr. Viswanathan fue incluido en el plan de seguro de salud grupal de Raiden Commodities 1, LLC para el año 2015.
6. Admita que el Sr. Viswanathan no era un empleado activo de Raiden Commodities 1, LLC para 2015.
7. Admita que el Sr. Viswanathan no era un residente *bona fide* de Puerto Rico en 2015.

8. Admita que el Sr. Viswanathan fue incluido en el plan de seguro de salud grupal de Raiden Commodities 1, LLC a base de la representación de que él residía en 200 Dorado Beach Drive Apt. 3232, Dorado, P.R. 00646-2249.
9. Admita que la representación mencionada en el inciso anterior era falsa porque el Sr. Viswanathan no residía en la dirección indicada.
10. Admita que el Sr. De Man levantó objeciones al enrolamiento del Sr. Viswanathan en el plan de seguro de salud grupal de Raiden Commodities 1, LLC.
11. Admita que el Sr. Adam C. Sinn descartó las objeciones presentadas por el Sr. De Man al enrolamiento del Sr. Viswanathan en el plan de seguro de salud grupal de Raiden Commodities 1, LLC.
12. Admita que Raiden Commodities 1, LLC es miembro del mercado ICE.
13. Admita que luego de la terminación de Aspire Commodities, LP, Raiden Commodities 1, LLC ha realizado transacciones en el mercado ICE relacionada con la compraventa de valores en dicho mercado.
14. Admita que Raiden Commodities 1, LLC no es dueña de secretos comerciales.
15. Admita que Raiden Commodities 1, LLC nunca notificó al Sr. De Man que la empresa tuviera secretos comerciales.
16. Admita que Raiden Commodities 1, LLC nunca le presentó un acuerdo de socio al Sr. De Man para su firma.
17. Admita que, para cumplir con su Decreto bajo la Ley 20, Raiden Commodities 1, LLC está obligada a tener por lo menos tres (3) empleados.
18. Admita que, durante el año 2017, Raiden Commodities 1, LLC tenía solamente uno o dos empleados, no los tres que le requiere su Decreto.
19. Admita que, desde el momento del despido del Sr. De Man, Raiden Commodities 1, LLC ha estado en violación de su Decreto bajo la Ley 20.

20. Admita que Raiden Commodities 1, LLC nunca obtuvo una póliza para cubrir a sus empleados por accidentes de trabajo bajo el Fondo del Seguro del Estado.

21. Admita que Raiden Commodities 1, LLC nunca pagó el seguro de sus empleados en el Fondo del Seguro del Estado.

22. Admita que Raiden Commodities 1, LLC nunca pagó bono de navidad a sus empleados.

COMMONWEALTH OF PUERTO RICO
COURT OF FIRST INSTANCE
BAYAMÓN JUDICIAL CENTER

PATRICK A.P. DE MAN; MIKA DE MAN
(A/K/A. MIKA KAWAJIRI-DE MAN OR
MIKA KAWAJIRI); and the COMMUNITY
PROPERTY PARTNERSHIP COMPRISED BY
BOTH,

Plaintiffs,

v.

ADAM C. SINN; RAIDEN COMMODITIES,
L.P.; RAIDEN COMMODITIES 1 LLC;
RAIDEN COMMODITIES, L.P.; RAIDEN
COMMODITIES 1, LLC; SINN LIVING
TRUST,

Defendants

CASE NO. D AC 2016-2144 (702)

RE:

BREACH OF FIDUCIARY DUTY;
BREACH OF LIMITED
PARTNERSHIP CONTRACT;
DAMAGES; BAD FAITH AND
DOLUS; BAD FAITH IN
CONTRACTING; UNJUST
ENRICHMENT.

**DEFENDANT RAIDEN COMMODITIES 1, LLC'S RESPONSE TO
FIRST REQUEST FOR ADMISSIONS**

To: **PLAINTIFFS**
C/O German J. Brau, Esq.
BAUZA, BRAU, IRIZARRY, OJEDA & SILVA
PO Box 13669
San Juan, Puerto Rico 00908
Tel. (787) 723-8754 / 710-8262
Fax: (787) 282-3672
Email: german.brau@bioslawpr.com

From: **RAIDEN COMMODITIES 1, LLC**
C/O Alfredo Ramírez Macdonald, Esq.
Ana M. Rodríguez Rivera, Esq.
Arturo L.B. Hernández González, Esq.
O'NEILL & BORGES LLC
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Email: alfredo.ramirez@oneillborges.com
ana.rodriguez@oneillborges.com
arturo.hernandez@oneillborges.com

Defendant Raiden Commodities 1, LLC ("Raiden LLC"), responds to Plaintiffs' Requests for Admissions as follows:

GENERAL STATEMENT AND OBJECTIONS

1. Raiden LLC's answers and responses have been prepared after a reasonable investigation and are based upon the best information available to Raiden LLC at this time. However, Raiden LLC's ability to respond to these Requests for Admissions is limited because the discovery period is ongoing. Raiden LLC therefore reserves the right to supplement these responses as discovery continues.

2. Raiden LLC has made its answers on the assumption that Plaintiffs do not intend to seek information protected against discovery by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or immunity. To the extent Plaintiffs' requests call for such information, Raiden LLC objects and asserts those privileges and immunities to the fullest extent.

3. Raiden LLC generally objects to the requests as purporting to require disclosure of information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence.

RESPONSES AND OBJECTIONS TO REQUESTS FOR ADMISSIONS

1. Admit that the computer equipment that is listed in ¶ 94 of the Second Amended Counterclaim is not the property of Raiden Commodities 1, LLC.

RESPONSE: Admitted.

2. Admit that Raiden Commodities 1, LLC never reimbursed Mr. Patrick De Man for the cost of the computer equipment mentioned in ¶ 94 of the Second Amended Counterclaim.

RESPONSE: Admitted.

3. Admit that Mr. De Man owns 50% of Raiden Commodities 1, LLC.

RESPONSE: Admitted.

4. Admit that the group health insurance plan of Raiden Commodities 1, LLC for the year 2015 – Triple-S Salud Optimo Plus Platinum- was limited to the active employees of Raiden Commodities 1, LLC and to bona fide residents of Puerto Rico.

RESPONSE: Objection. This Request seeks information that is not relevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence. In addition, it is ambiguous and lends itself to more than one interpretation.

5. Admit that Mr. Viswanathan was included in the group health insurance plan of Raiden Commodities, LP for the year 2015.

RESPONSE: Objection. This Request seeks information that is not relevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

6. Admit that Mr. Viswanathan was not an active employee of Raiden Commodities 1, LLC in 2015.

RESPONSE: Objection. This Request seeks information that is not relevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

7. Admit that Mr. Viswanathan was not a bona fide resident of Puerto Rico in 2015.

RESPONSE: Objection. This Request seeks information that is not relevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

8. Admit that Mr. Viswanathan was included in the group health insurance plan of Raiden Commodities 1, LLC based on the representation that he lived at 200 Dorado Beach Drive Apt. 3232, Dorado, P.R. 00646-2249.

RESPONSE: Objection. This Request seeks information that is not relevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

9. Admit that the representation mentioned in the preceding paragraph was false because Mr. Viswanathan did not live at the address indicated.

RESPONSE: Objection. This Request seeks information that is not relevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

10. Admit that Mr. De Man raised objections to the enrollment of Mr. Viswanathan in the group health insurance plan of Raiden Commodities 1, LLC.

RESPONSE: Objection. This Request seeks information that is not relevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

11. Admit that Mr. Adam C. Sinn discarded the objections presented by Mr. De Man to the enrollment of Mr. Viswanathan in the group health insurance plan of Raiden Commodities 1, LLC.

RESPONSE: Objection. This Request seeks information that is not relevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

12. Admit that Raiden Commodities 1, LLC is a member of the ICE market.

RESPONSE: Denied.

13. Admit that after the termination of Aspire Commodities, LP, Raiden Commodities 1, LLC has carried out transactions in the ICE market in connection with the purchase and sale of securities in said market.

RESPONSE: Denied.

14. Admit that Raiden Commodities 1, LLC does not own trade secrets.

RESPONSE: Denied.

15. Admit that Raiden Commodities 1, LLC never notified Mr. De Man that the company had trade secrets.

RESPONSE: Despite reasonable inquiry, Defendant lacks information to admit or deny Request 15.

16. Admit that Raiden Commodities 1, LLC never presented a partners agreement to Mr. De Man for his signature.

RESPONSE: Denied.

17. Admit that to comply with its Grant under Law 20, Raiden Commodities 1, LLC is required to have at least three (3) employees.

RESPONSE: Objection. This Request seeks information that is not relevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

18. Admit that during the year 2017, Raiden Commodities 1, LLC had only one or two employees, not the three that its Grant requires.

RESPONSE: Objection. This Request seeks information that is not relevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

19. Admit that from the moment of Mr. De Man's dismissal, Raiden Commodities 1, LLC has been in violation of its Grant under Law 20.

RESPONSE: Objection. This Request seeks information that is not relevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

20. Admit that Raiden Commodities 1, LLC never had a policy to cover its employees for work-related accidents under the State Insurance Fund.

RESPONSE: Objection. This Request seeks information that is not relevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

21. Admit that Raiden Commodities 1, LLC never paid the insurance of its employees at the State Insurance Fund.

RESPONSE: Objection. This Request seeks information that is not relevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

22. Admit that Raiden Commodities, LP never paid a Christmas bonus to its employees.

RESPONSE: Objection. This Request seeks information that is not relevant to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

Respectfully submitted,

Executed in Houston, Texas, on January 16, 2019.



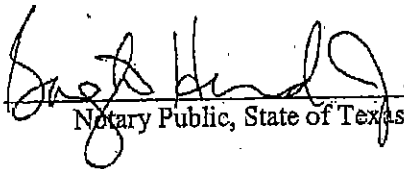
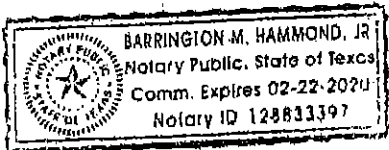
Signature

SWORN STATEMENT

State of Texas

County of Harris

SWORN to and SUBSCRIBED before me, the undersigned authority, on the 16th day of January, 2019, by Adam Sinn, as representative Raiden Commodities 1, LLC.



Notary Public, State of Texas

WE HEREBY CERTIFY: having sent on this same date a true and exact copy of this document to German J. Brau, Esq. (german.brau@bioslawpr.com), P.O. Box 13669, San Juan, Puerto Rico 00908.

O'NEILL & BORGES

Attorneys for Raiden Commodities I, LLC

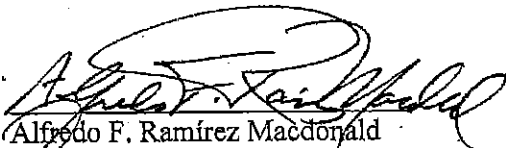
American International Plaza

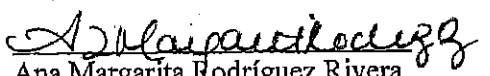
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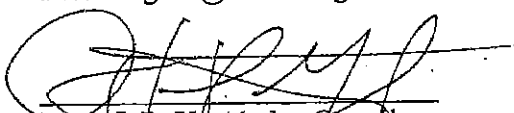
San Juan, PR 00918-1813

Telephone: 787-764-8181

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By: 
Alfredo F. Ramirez Macdonald
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By: 
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By: 
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ESTADO LIBRE ASOCIADO DE PUERTO RICO
TRIBUNAL DE PRIMERA INSTANCIA
SALA SUPERIOR DE BAYAMÓN

PATRICK A.P. DE MAN; MIKA DE
MAN (A.K.A. MIKA KAWAJIRI-DE
MAN OR MIKA KAWAJIRI); y la
SOCIEDAD LEGAL DE BIENES
GANANCIALES COMPUESTA POR
AMBOS

Demandantes,

v.

ADAM C. SINN; RAIDEN
COMMODITIES, L.P.; RAIDEN
COMMODITIES 1 LLC; ASPIRE
COMMODITIES, L.P.; ASPIRE
COMMODITIES 1, LLC; SINN LIVING
TRUST,

Demandados.

CIVIL NÚM.: D AC2016-2144(702)

SOBRE:

INCUMPLIMIENTO DE DEBER DE
FIDUCIA; INCUMPLIMIENTO DE
CONTRATO DE SOCIEDAD
LIMITADA; DAÑOS Y PERJUICIOS;
MALA FE Y DOLO; MALA FE EN LA
CONTRATACIÓN;
ENRIQUECIMIENTO INJUSTO.

PRIMER REQUERIMIENTO DE ADMISIONES

A: RAIDEN COMMODITIES, L.P.
P/C Lcdo. Alfredo F. Ramirez Macdonald
Lcda. Ana Margarita Rodríguez Rivera
Lcdo. Arturo L.B. Hernández González
O'NEILL & BORGES LLC
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De: PARTE DEMANDANTE
P/C Lcdo. German J. Brau
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Fecha: 27 de diciembre de 2018

La parte demandante, le requiere para que, de conformidad con las Reglas de Procedimiento Civil vigentes, conteste individualmente los siguientes requerimientos de admisión.

Las cuestiones sobre las cuales se solicita una admisión se tendrán por admitidas a menos que dentro de los veinte (20) días de haberle sido notificado el requerimiento, se someta una contestación bajo juramento. La contestación deberá negar específicamente la materia o exponer en detalle las razones por las cuales la parte a quien se le requiere la admisión no puede admitir o negar lo requerido.

Una parte a quien se le requiere una admisión no podrá aducir como razón para así no hacerlo la falta de información o de conocimiento, a menos que demuestre que ha hecho las gestiones necesarias para obtener dicha información y que la información conocida u obtenida es insuficiente para admitir o negar. Una parte no podrá objetar el requerimiento basándose en que la materia requerida presenta una controversia justiciable.

1. Admita que el equipo de computadora que se enumera en el ¶ 94 de la Segunda Reconvención Enmendada no es propiedad de Raiden Commodities, LP.
2. Admita que Raiden Commodities, LP nunca reembolsó al Sr. Patrick De Man por el costo de los equipos de computadora mencionados en el ¶ 94 de la Segunda Reconvención Enmendada.
3. Admita que uno de los propósitos del programa de *Risksignals* era satisfacer los requisitos de manejo de riesgos de *ERCOT*.
4. Admita que el programa de *Risksignals* se usa para identificar, medir y manejar riesgos asociados con las actividades comerciales de Raiden Commodities, LP.
5. Admita que, en 2011, el gasto del pago de la licencia del programa *Risksignals* fue cargado contra los ingresos de las actividades del Sr. De Man.
6. Admita que, en 2012, el gasto del pago de la licencia del programa *Risksignals* fue cargado contra los ingresos de las actividades del Sr. De Man.

7. Admita que, en 2013, el gasto del pago de la licencia del programa *Risksignals* fue cargado contra los ingresos de las actividades del Sr. De Man.

8. Admita que, en 2014, el gasto del pago de la licencia del programa *Risksignals* fue cargado contra los ingresos de las actividades del Sr. De Man.

9. Admita que, en 2015, el gasto del pago de la licencia del programa *Risksignals* fue cargado contra los ingresos de las actividades del Sr. De Man.

10. Admita que, en 2016, el gasto del pago de la licencia del programa *Risksignals* fue cargado contra los ingresos de las actividades del Sr. De Man.

11. Admita que el Sr. Adam C. Sinn y el Sr. De Man compartían las pérdidas provocadas por las actividades comerciales de Stephen Benchluch a nombre de Raiden Commodities, LP.

12. Admita que, fuera del Sr. De Man y el Sr. Sinn, ninguna otra persona se afectó por las pérdidas mencionadas en el inciso anterior.

13. Admita que, en el 2012, Raiden Commodities, LP tenía un solo socio limitado.

14. Admita que, en el 2013, Raiden Commodities, LP tenía un solo socio limitado.

15. Admita que, en el 2014, Raiden Commodities, LP tenía un solo socio limitado.

16. Admita que, en el 2015, Raiden Commodities, LP tenía un solo socio limitado.

17. Admita que, en el 2016, Raiden Commodities, LP tenía un solo socio limitado.

18. Admita que, en julio de 2012, el Sr. Sinn autorizó la transferencia de \$5,000,000 de fondos depositados en la cuenta bancaria de Raiden Commodities, LP a la cuenta de Aspire Capital Management, LLC.

19. Admita que, en junio de 2012, el Sr. Sinn autorizó la transferencia de \$4,000,000 de fondos depositados en la cuenta bancaria de Aspire Capital Management, LLC a la cuenta de Raiden Commodities, LP en *ERCOT*.

20. Admita que, en junio de 2013, el Sr. Sinn autorizó un retiro de \$3,000,000 de fondos depositados en la cuenta bancaria de Raiden Commodities, LP bajo el concepto de "Raiden Partners".

21. Admita que, en agosto de 2012, Raiden Commodities, LP recibió \$877,424 de EDF Trading.

22. Admita que la cantidad mencionada en el inciso anterior fue recibida por Raiden Commodities, LP de EDF Trading a cambio de un portfolio de contratos relacionados con valores de electricidad ("electricity futures") que pertenecía, en parte a Raiden Commodities, LP y, en parte, a Aspire Commodities, LP.

23. Admita que luego de recibir los \$877,424 de EDF Trading mencionados en los dos incisos anteriores, Raiden Commodities, LP nunca transfirió su parte de los fondos a Aspire Commodities, LP.

24. Admita que el 16 de octubre de 2014, Raiden Commodities, LP le hizo una distribución al Sr. De Man de \$1,000,000 contra su participación como socio de dicha empresa.

25. Admita que el 30 de diciembre de 2015, Raiden Commodities, LP le hizo una distribución al Sr. De Man de \$200,000 contra su participación como socio de dicha empresa.

26. Admita que el 1ro de abril de 2016, Raiden Commodities, LP le hizo una distribución al Sr. De Man de \$200,000 contra su participación como socio de dicha empresa.

27. Admita que el 16 de marzo de 2016, Raiden Commodities, LP emitió un solo memorando interno.

28. Admita que el 16 de marzo de 2016, actuando como agente de Raiden Commodities, LP, Scott Schieffer dirigió un memorando interno al Sr.

De Man, que estaba dirigido a los socios limitados de Raiden Commodities, LP.

29. Admita que el Sr. De Man nunca fue empleado de Raiden Commodities, LP.

30. Admita que Raiden Commodities, LP nunca ha tenido empleados.

31. Admita que Raiden Commodities, LP derivaba ganancias de productos financieros que se mercadean en *PJM* y *ERCOT*.

32. Admita que, hasta 2016, Raiden Commodities, LP no derivaba ingresos de productos financieras mercadeados en ICE.

33. Admita que Raiden Commodities, LP actualmente es miembro de ICE.

34. Admita que Raiden Commodities, LP ha participado en actividades de compraventa de valores en el mercado ICE luego de la terminación de *Aspire Commodities, LP*.

35. Admita que Raiden Commodities, LP no es dueña de secretos comerciales.

36. Admita que Raiden Commodities, LP nunca notificó al Sr. De Man que la empresa tuviera secretos comerciales.

37. Admita que Raiden Commodities, LP carecía de protocolo alguno para la preservación de secretos comerciales.

38. Admita que al Sr. De Man nunca se le envió un borrador del "Second Amended & Restated Limited Partnership Agreement" de Raiden Commodities, LP.

39. Admita que al Sr. De Man nunca se le envió el "Second Amended and Restated Partnership Agreement" de Raiden Commodities, LP que fue suscrito por el Sr. Sinn el 18 de mayo de 2016.

40. Admita que el borrador de acuerdo titulado "Confidential Separation Agreement and General Release" preparado por la parte demandada y enviado electrónicamente al Sr. De Man el 8 de julio de 2016

tenía el propósito de terminar su relación como socio y empleado de Raiden Commodities, LP y las otras empresas del grupo corporativo del Sr. Sinn.

41. Admita que el borrador de acuerdo titulado "Confidential Separation Agreement and General Release" preparado por la parte demandada se refería al demandante como socio/empleado de Raiden Commodities, LP y las otras empresas del grupo corporativo del Sr. Sinn.

COMMONWEALTH OF PUERTO RICO
COURT OF FIRST INSTANCE
BAYAMÓN JUDICIAL CENTER

PATRICK A.P. DE MAN; MIKA DE MAN
(A/K/A. MIKA KAWAJIRI-DE MAN OR
MIKA KAWAJIRI); and the COMMUNITY
PROPERTY PARTNERSHIP COMPRISED BY
BOTH,

Plaintiffs,

v.

ADAM C. SINN; RAIDEN COMMODITIES,
L.P.; RAIDEN COMMODITIES 1 LLC;
RAIDEN COMMODITIES, L.P.; RAIDEN
COMMODITIES, L.P.; SINN LIVING TRUST,

Defendants

CASE NO. D AC 2016-2144 (702)

RE:

BREACH OF FIDUCIARY DUTY;
BREACH OF LIMITED
PARTNERSHIP CONTRACT;
DAMAGES; BAD FAITH AND
DOLUS; BAD FAITH IN
CONTRACTING; UNJUST
ENRICHMENT.

**DEFENDANT RAIDEN COMMODITIES, LP'S RESPONSE
TO PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS**

To: **PLAINTIFFS**
C/O German J. Brau, Esq.
BAUZA, BRAU, IRIZARRY, OJEDA & SILVA
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From: **RAIDEN COMMODITIES, L.P.**
C/O Alfredo Ramirez Macdonald, Esq.
Ana M. Rodríguez Rivera, Esq.
Arturo L.B. Hernández González, Esq.
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ana.rodriguez@oneillborges.com
arturo.hernandez@oneillborges.com

Defendant Raiden Commodities, LP ("Raiden LP"), responds to Plaintiffs' Requests for Admissions as follows:

GENERAL STATEMENT AND OBJECTIONS

1. Raiden LP's answers and responses have been prepared after a reasonable investigation and are based upon the best information available to Raiden LP at this time. However, Raiden LP's ability to respond to these Requests for Admissions is limited because the discovery period is ongoing. Raiden LP therefore reserves the right to supplement these responses as discovery continues.
2. Raiden LP has made its answers on the assumption that Plaintiffs do not intend to seek information protected against discovery by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or immunity. To the extent Plaintiffs' requests call for such information, Raiden LP objects and asserts those privileges and immunities to the fullest extent.
3. Raiden LP generally objects to the requests as purporting to require disclosure of information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence.

RESPONSES AND OBJECTIONS TO REQUESTS FOR ADMISSIONS

1. Admit that the computer equipment that is listed in ¶ 94 of the Second Amended Counterclaim is not the property of Raiden Commodities, L.P.

RESPONSE: Raiden LP cannot admit or deny Request 1 since more than one computer was purchased for Mr. de Man to use in his work for Defendant entities, which were paid for differently. Paragraph 94 of the Second Amended Complaint does not contain information sufficient to identify which computer is at issue.

2. Admit that Raiden Commodities, L.P. never reimbursed Mr. Patrick De Man for the cost of the computer equipment mentioned in ¶ 94 of the Second Amended Counterclaim.

RESPONSE: See Response to Request 1.

3. Admit that one of the purposes of the Risksignals program was to satisfy the risk management requirements of ERCOT.

RESPONSE: Objection. Raiden LP cannot possibly know the purposes for the software intended by its creators. Without waiving the foregoing objection, it is admitted.

4. Admit that the Risksignals program is used to identify, measure, and handle risks associated with the commercial activities of Raiden Commodities, LP.

RESPONSE: Denied.

5. Admit that in 2011, the expenses of the payment of the license for the Risksignals program was charged against income from the activities of Mr. De Man.

RESPONSE: Denied.

6. Admit that in 2012, the expense of the payment of the license for the Risksignals program was charged against income from the activities of Mr. De Man.

RESPONSE: Denied.

7. Admit that in 2013, the expense of the payment of the license for the Risksignals program was charged against income from the activities of Mr. De Man.

RESPONSE: Denied.

8. Admit that in 2014, the expense of the payment of the license for the Risksignals program was charged against income from the activities of Mr. De Man.

RESPONSE: Denied.

9. Admit that in 2015, the expense of the payment of the license for the Risksignals program was charged against income from the activities of Mr. De Man.

RESPONSE: Denied.

10. Admit that in 2016, the expense of the payment of the license for the Risksignals program was charged against income from the activities of Mr. De Man.

RESPONSE: Denied.

11. Admit that Mr. Adam C. Sinn and Mr. De Man shared the losses caused by the commercial activities of Stephen Benchluch in the name of Raiden Commodities, LP.

RESPONSE: Objection as to the form due to its ambiguity. Without waiver of the foregoing objection, it is denied.

12. Admit that, outside of Mr. De Man and Mr. Sinn, no other person was affected by the losses mentioned in the preceding paragraph.

RESPONSE: Denied.

13. Admit that in 2012, Raiden Commodities, LP had a single limited partner.

RESPONSE: Admitted.

14. Admit that in 2013, Raiden Commodities, LP had a single limited partner.

RESPONSE: Admitted.

15. Admit that in 2014, Raiden Commodities, LP had a single limited partner.

RESPONSE: Admitted.

16. Admit that in 2015, Raiden Commodities, LP had a single limited partner.

RESPONSE: Admitted.

17. Admit that in 2016, Raiden Commodities, LP had a single limited partner.

RESPONSE: Admitted.

18. Admit that in July 2012, Mr. Sinn authorized the transfer of \$5,000,000 of funds deposited in the bank account of Raiden Commodities, LP to the account of Aspire Capital Management, LLC.

RESPONSE: Objection. This Request seeks information that is not relevant to any issue in dispute and is not reasonably calculated to lead to the discovery of admissible evidence.

19. Admit that in June 2012, Mr. Sinn authorized the transfer of \$4,000,000 of funds deposited in the bank account of Aspire Capital Management, LLC to the account of Raiden Commodities, LP in *ERCOT*.

RESPONSE: Objection. This Request seeks information that is not relevant to any issue in dispute and is not reasonably calculated to lead to the discovery of admissible evidence.

20. Admit that in June 2013, Mr. Sinn authorized the withdrawal of \$3,000,000 of funds deposited in the bank account of Raiden Commodities, LP under the concept of "Raiden Partners."

RESPONSE: Objection. This Request seeks information that is not relevant to any issue in dispute and is not reasonably calculated to lead to the discovery of admissible evidence.

21. Admit that in August 2012, Raiden Commodities, LP received \$877,424 from EDF Trading.

RESPONSE: Objection. This Request seeks information that is not relevant to any issue in dispute and is not reasonably calculated to lead to the discovery of admissible evidence.

22. Admit that the sum mentioned in the preceding paragraph was received by Raiden Commodities, LP from EDF Trading in exchange for a portfolio of contracts in connection with electricity futures that belonged, in part, to Raiden Commodities, LP and, in part, to Aspire Commodities, LP.

RESPONSE: Objection. This Request is so vague and ambiguous that Raiden LP cannot discern with any accuracy what is stated and thus it cannot form a response.

23. Admit that after receiving the \$877,424 from EDF Trading mentioned in the preceding two paragraphs, Raiden Commodities, LP never transferred its part of the funds to Aspire Commodities, LP.

RESPONSE: Objection. This Request is so vague and ambiguous that Raiden LP cannot discern with any accuracy what is stated and thus it cannot form a response.

24. Admit that on October 16, 2014, Raiden Commodities, LP made a distribution to Mr. De Man of \$1,000,000 against his participation as a partner in said company.

RESPONSE: Denied to the extent that the Request implies that Mr. De Mann is an "equity partner". Without waiving this objection, Raiden LP admits that it paid Mr. de Man \$1,000,000, corresponding to a percentage of the profits he generated on his personal trades. Raiden LP denies all other statements in Request 24.

25. Admit that on December 30, 2015, Raiden Commodities, LP made a distribution to Mr. De Man of \$200,000 against his participation as a partner in said company.

RESPONSE: Denied to the extent that the Request implies that Mr. De Mann is an "equity partner". Without waiving this objection, Raiden LP admits that it paid Mr. de Man \$200,000, corresponding to a percentage of the profits he generated on his personal trades. Raiden LP denies all other statements in Request 25.

26. Admit that on April 1, 2016, Raiden Commodities, LP made a distribution to Mr. De Man of \$200,000 against his participation as a partner in said company.

RESPONSE: Denied to the extent that the Request implies that Mr. De Mann is an "equity partner". Without waiving this objection, Raiden LP admits that it paid Mr. de Man \$200,000, corresponding to a percentage of the profits he generated on his personal trades. Raiden LP denies all other statements in Request 26.

27. Admit that on March 16, 2016, Raiden Commodities, LP issued one single internal memorandum.

RESPONSE: Objection. This Request is so vague and ambiguous that Raiden LP cannot discern with any accuracy what is stated and thus it cannot form a response.

28. Admit that on March 16, 2016, acting as agent of Raiden Commodities, LP, Scott Schieffer addressed an internal memorandum to Mr. De Man, which was addressed to the limited partners of Raiden Commodities, LP.

RESPONSE: Denied.

29. Admit that Mr. De Man was never an employee of Raiden Commodities, LP.

RESPONSE: Denied.

30. Admit that Raiden Commodities, LP has never had employees.

RESPONSE: Denied.

31. Admit that Raiden Commodities, LP derived profits from financial products that were marketed at *PJM* and *ERCOT*.

RESPONSE: Admitted that Raiden Commodities, LP derived profits from buying and selling financial products at *PJM* and *ERCOT*. The rest of the Request is denied.

32. Admit that until 2016, Raiden Commodities, LP did not derive income from financial products marketed at ICE.

RESPONSE: Objection to the form of the Request. Without waiving the foregoing objection, Raiden LP admits that it does not trade on ICE.

33. Admit that Raiden Commodities, LP is currently a member of ICE.

RESPONSE: Denied.

34. Admit that Raiden Commodities, LP has participated in activities of purchase and sale of securities in the ICE market after the termination of Aspire Commodities, LP.

RESPONSE: Denied.

35. Admit that Raiden Commodities, LP does not own trade secrets.

RESPONSE: Denied.

36. Admit that Raiden Commodities, LP never notified Mr. De Man that the company had trade secrets.

RESPONSE: Denied.

37. Admit that Raiden Commodities, LP lacks any protocol for the preservation of trade secrets.

RESPONSE: Denied.

38. Admit that Mr. De Man was never sent a draft of the "Second Amended & Restated Limited Partnership Agreement" of Raiden Commodities, LP.

RESPONSE: Despite a reasonable inquiry, Raiden LP lacks information sufficient to admit or deny this Request.

39. Admit that Mr. De Man was never sent the "Second Amended & Restated Limited Partnership Agreement" of Raiden Commodities, LP, which was signed by Mr. Sinn on May 18, 2016.

RESPONSE: Despite a reasonable inquiry, Raiden LP lacks information sufficient to admit or deny this Request.

40. Admit that the draft of the agreement titled "Confidential Separation Agreement and General Release" prepared by defendant and sent electronically to Mr. De Man on July 8, 2016, was intended to terminate his relationship as a partner and employee of Raiden Commodities, LP and the other companies of Mr. Sinn's corporate group.

RESPONSE: Denied.

41. Admit that the draft agreement titled "Confidential Separation Agreement and General Release" prepared by defendant referred to plaintiff as partner/employee of Raiden Commodities, LP and the other companies of Mr. Sinn's corporate group.

RESPONSE: Objection as to the form of the question. Without waiving the foregoing objection the Request is denied.

Respectfully submitted,

Executed in Houston, Texas _____, on January 16, 2019.




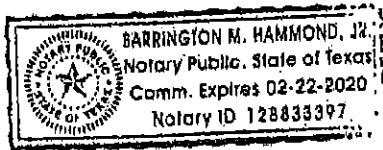
Signature

SWORN STATEMENT

State of Texas

County of Harris

SWORN to and SUBSCRIBED before me, the undersigned authority, on the 16th day of
January _____, 2019, by Adam Sinn, as representative of Raiden
Commodities, L.P.



Notary Public, State of Texas

WE HEREBY CERTIFY: having sent on this same date a true and exact copy of this document to German J. Brau, Esq. (german.brau@bioslawpr.com), P.O. Box 13669, San Juan, Puerto Rico 00908.

O'NEILL & BORGES

Attorneys for Raiden Commodities, L.P.

American International Plaza

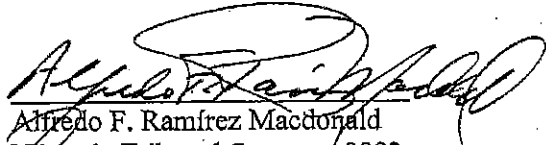
250 Muñoz Rivera Ave., Ste. 800

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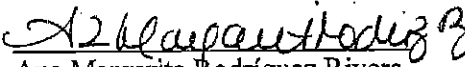
Fax: 787-753-8944

By:



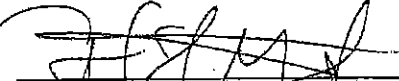
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By:



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