

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 GONEMAROOON 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

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**MOCIÓN INSISTIENDO EN 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. El 27 de diciembre de 2018, la parte demandante cursó requerimientos de admisión a los demandados. Los demandados contestaron el 16 de enero de 2018, objetando y/o dejando de contestar numerosos requerimientos alegando que no eran pertinentes.

2. El 18 de enero de 2019, la parte demandante presentó una moción para que se admitieran varios de los requerimientos cursados, que no fueron contestados por las partes codemandadas. En particular, se solicitó que se admitieran los requerimientos 20-38 y 50-51 del requerimiento

cursado al Sr. Adam C. Sinn; los requerimientos 3-6 y 24-37 de los cursados a Aspire Commodities, LP; los requerimientos 4-11 y 17-22 cursados a Raiden Commodities 1, LLC y los requerimientos 18-21 cursados a Raiden Commodities, LP.

3. El 5 de marzo de 2019, este Tribunal le ordenó a los demandados suplementar sus contestaciones a los requerimientos dentro del término de 20 días.

4. Los demandados finalmente sometieron sus contestaciones enmendadas el 29 de mayo de 2019. (Véanse los **Anejos 1(a)-(d)** de esta Moción). Donde antes habían objetado contestar el requerimiento por alegar que era impertinente, ahora alegan que no pueden contestarlo por falta de información.

5. Por ejemplo, en el requerimiento #20, se requiere al Sr. Sinn que admita que él pagó los abanicos de su casa de Dorado utilizando la tarjeta de crédito corporativa de Aspire Commodities, LP. En el requerimiento #21, se le requiere que admita que esto se cargó como un gasto de Aspire Commodities, LP. Estos requerimientos persiguen establecer que el Sr. Sinn utilizaba las empresas para el pago de gastos personales de él. El Sr. Sinn contestó: “Despite reasonable inquiry Defendant lacks knowledge or information sufficient to admit or deny this request.”

6. El demandado sabe si él hizo el pago indicado con la tarjeta corporativa de su empresa y si ello se reflejó como un gasto de la corporación.

7. Lo mismo sucede con las contestaciones a los requerimientos 27, 28, 29, 30, 31, 35, 36, 37 y 38. En todos estos requerimientos, que habían sido objeto de la moción de la parte demandante del 18 de enero de 2019 y que el Tribunal ordenó contestar mediante su orden del 5 de marzo de 2019, el demandado no contestó, alegando falta de información.

8. Se solicita que se den por admitidos los requerimientos 20, 21, 27, 28, 29, 30, 31, 35, 36, 37 y 38 de los requerimientos cursados al Sr. Sinn.

9. En el requerimiento 24 cursado a Aspire Commodities, LP, se solicita que se admita que en junio de 2012, el Sr. Sinn autorizó una transferencia de \$1,136,945 de fondos de Raiden Commodities, LP a Aspire Commodities, LP. La parte demandada se negó a contestar por falta de conocimiento. Se solicita que se dé por admitido este requerimiento, el que fue objeto de la orden del Tribunal del 5 de marzo de 2019.

10. En su requerimiento 4 a Raiden Commodities 1, LLC, la parte demandante solicitó que se admitiera que el plan de salud de la corporación estaba limitado a los empleados activos de Raiden Commodities 1, LLC residentes de Puerto Rico. La parte demandada indica que no puede negar o admitir el requerimiento. En su requerimiento 22 a dicha parte, se solicitó que se admitiera que Raiden Commodities 1, LLC nunca pagó bono de navidad a sus empleados. La parte demandada indicó que no podía admitir o negar el requerimiento.

11. Se solicita que se admitan los requerimientos 4 y 22 cursados a Raiden Commodities 1, LLC.

12. La parte demandante solicitó que se dieran por admitidos los requerimientos 18-21 de los cursados a Raiden Commodities, LP. El Tribunal le ordenó a la parte demandada contestar. La parte demandada contestó el requerimiento 21, no así los requerimientos 18-20, los que alega que no puede contestar por falta de conocimiento o porque no los entiende. Se solicita se den por admitidos.

13. Todos los requerimientos mencionados fueron objeto de la moción de la parte demandante del 18 de enero de 2019. El Tribunal ordenó que se contestaran. La parte demandada ha incumplido con lo ordenado. Se trata de asuntos pertinentes.

14. Se solicita del Honorable Tribunal que, conforme a las disposiciones de la Regla 33 de las de Procedimiento Civil, declare admitidos los requerimientos 20, 21, 27, 28, 29, 30, 31, 35, 36, 37 y 38 de los requerimientos cursados al Sr. Sinn; el requerimiento 24 cursado a Aspire

Commidities, LP; los requerimientos 4 y 22 de los cursados a Raiden Commodities 1, LLC, y los requerimientos 18-20 de los cursados a Raiden Commodities, LP.

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 mencionados.

RESPETUOSAMENTE SOMETIDA.

CERTIFICO: Haber notificado copia fiel y exacta del presente escrito al Lcdo. Eric Pérez-Ochoa (epo@amgprlaw.com), Lcdo. Edwin J. Seda-Fernández (seda@amgprlaw.com), Lcdo. Alejandro A. Santiago-Martínez (asantiago@amgprlaw.com) y a la Lcda. Mirelis Valle-Cancel (mvalle@amgprlaw.com), ADSUAR MUÑIZ GOYCO SEDA & PÉREZ-OCHOA, PSC, PO Box 70294, San Juan, Puerto Rico 00936-8294.

En San Juan, Puerto Rico, a 31 de mayo de 2019.

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**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 AMENDED RESPONSES TO PLAINTIFFS'
FIRST REQUEST FOR ADMISSIONS**

To:

PLAINTIFFS

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From:

ADAM C. SINN

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Édwin Seda, 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 and denies any other statements in Request 6.

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.

RESPONSE: After a reasonable inquiry, 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. Mr. Sinn denies all remaining statements in Request 8.

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: After reasonable inquiry, 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.

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, as drafted.

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. Mr. Sinn denies that on August 7, 2014 he received from Mr. De Man an email with the spreadsheet mentioned in the preceding paragraph. 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: Denied, as drafted. Additionally, Mr. Sinn denies that on August 7, 2014 he received from Mr. De Man an email with the spreadsheet mentioned in the preceding paragraph.

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

RESPONSE: See Response to Request 11. Request 13 is objected as it assumes facts that have been denied. Mr. Sinn denies that on August 7, 2014 he received from Mr. De Man an email with the spreadsheet mentioned in the preceding paragraph.

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: Denied, as drafted.

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

RESPONSE: See Response to Request 11. 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 alleged "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: Denied, as drafted.

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. 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.

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: Despite reasonable inquiry Defendant lacks knowledge or information sufficient to admit or deny this Request.

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

RESPONSE: Despite reasonable inquiry Defendant lacks knowledge or information sufficient to admit or deny this Request.

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

RESPONSE: Admitted.

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

RESPONSE: Admitted.

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

RESPONSE: Admitted.

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: Admitted.

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

RESPONSE: Admitted.

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

RESPONSE: Despite reasonable inquiry Defendant lacks knowledge or information sufficient to admit or deny this Request.

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

RESPONSE: See response to Request No. 27.

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

RESPONSE: Despite reasonable inquiry Defendant lacks knowledge or information sufficient to admit or deny this Request.

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

RESPONSE: See Response to Request No. 29.

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

RESPONSE: Despite reasonable inquiry Defendant lacks knowledge or information sufficient to admit or deny this Request.

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

RESPONSE: Admitted.

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: Admitted.

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: Admitted.

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

RESPONSE: Despite reasonable inquiry Defendant lacks knowledge or information sufficient to admit or deny this Request.

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: Despite reasonable inquiry Mr. Sinn cannot admit or deny that he used those exact words.

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: Despite reasonable inquiry Defendant lacks knowledge or information sufficient to admit or deny this Request.

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

RESPONSE: Despite reasonable inquiry Defendant lacks knowledge or information sufficient to admit or deny this Request.

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 send 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 send 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: Denied.

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: Denied, as drafted.

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

RESPONSE: Admitted.

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 Dorado, PR, on May 29, 2019.



Signature

SWORN STATEMENT

Affidavit Number: 568

SWORN to and SUBSCRIBED before me, the undersigned authority, on the 29th day of May, 2019, by Adam Sinn.



Notary Public

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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**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.

**DEFENDANT ASPIRE COMMODITIES, LP'S RESPONSES TO PLAINTIFFS'
FIRST REQUEST FOR ADMISSIONS**

To:

PLAINTIFFS

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

ASPIRE COMMODITIES, LP

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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, LP.

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, LP 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: Admitted.

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

RESPONSE: Admitted.

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: Admitted.

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

RESPONSE: Admitted.

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 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 Mrs. 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 Man 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 remaining 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 calls for a legal conclusion. Without waiving the foregoing objection, it is denied.

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

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

20. Admit that the "Bid Tool - Master_v2012.29.xlsx" 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 calls for a legal conclusion. Without waiving 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 calls for a legal conclusion. Without waiving 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 calls for a legal conclusion. Without waiving 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 calls for a legal conclusion. Without waiving 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: After reasonable inquiry, Defendant lacks information to admit or deny this Request. Defendant will supplement at a reasonable time if it locates information to admit or deny this Request.

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

RESPONSE: Admitted.

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

RESPONSE: Defendant admits that some traders may have looked at dating profiles while at work, but Defendant cannot admit or deny whether they were asked to do so.

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

RESPONSE: Defendants admits that Ms. Hornsby received such payment for occasional clerical or ministerial tasks.

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

RESPONSE: Denied.

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

RESPONSE: Denied.

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

RESPONSE: Admitted.

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

RESPONSE: Denied.

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

RESPONSE: Admitted.

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

RESPONSE: Denied.

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

RESPONSE: Admitted.

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

RESPONSE: Denied.

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: Admitted.

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

RESPONSE: Denied.

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 that 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: Object to the form of the Request. 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.

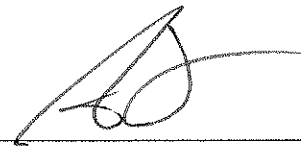
RESPONSE: Denied.

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 San Juan, PR, on May 29, 2019.

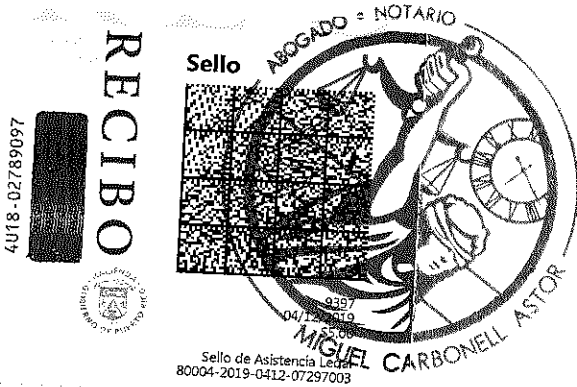


Signature

SWORN STATEMENT

Affidavit Number: 567

SWORN to and SUBSCRIBED before me, the undersigned authority, on the 29th day of May, 2019, by Adam Sinn, as representative Aspire Commodities, LP.



Notary Public

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.

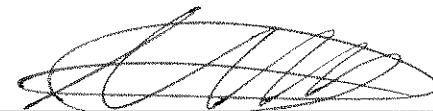
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Por: 

ALEJANDRO A. SANTIAGO-MARTÍNEZ
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**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 AMENDED RESPONSES TO
PLAINTIFFS' FIRST REQUEST FOR ADMISSIONS**

To:

PLAINTIFFS

C/O German J. Brau, Esq.
BAUZÁ, BRAU, HERNÁNDEZ, IRIZARRY & SILVA
PO Box 13669
San Juan, Puerto Rico 00908
Tel: 787.723.8754 / 787.710.8262
Fax: 787.282.3672
Email: german.brau@bioslawpr.com

From:

RAIDEN COMMODITIES 1, LLC

C/O Eric Pérez-Ochoa, Esq.
Edwin Seda, Esq.
Alejandro Santiago, Esq.
ADSUAR MUÑIZ GOYCO
SEDA & PÉREZ-OCHOA, PSC
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seda@amgprlaw.com
asantiago@amgprlaw.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: Defendant cannot admit or deny this Request because it requires input from a healthcare insurance expert and without such input, Defendant is uncertain as to which contract provisions are applicable and how those contract provisions should be interpreted.

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

RESPONSE: Admitted.

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

RESPONSE: Admitted.

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

RESPONSE: Despite reasonable inquiry Defendant lacks knowledge or information sufficient to admit or deny this Request.

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: Denied, as drafted.

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

RESPONSE: See Response to Request No. 8.

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: Admitted.

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: Denied.

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: Denied.

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: Denied.

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: Denied.

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: Admitted.

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


RESPONSE: Admitted.

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

RESPONSE: Defendant cannot admit or deny this Request without the risk of creating a misimpression, given Mr. De Man's shifting claims regarding his relationship with Raiden LP.

Respectfully submitted,

Executed in Doral, FL, on May 29, 2019.

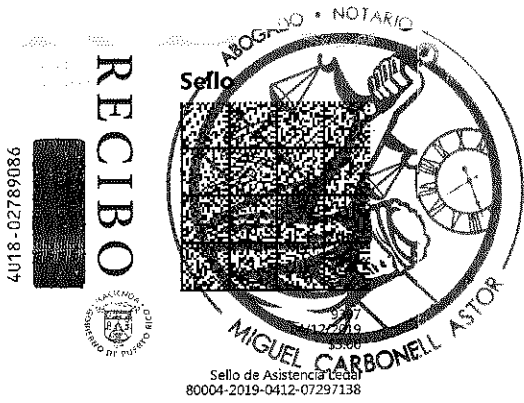



Signature

SWORN STATEMENT

Affidavit Number: 566

SWORN to and SUBSCRIBED before me, the undersigned authority, on the 29th day of May, 2019, by Adam Sinn, as representative Raiden Commodities 1, LLC.





Notary Public

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.

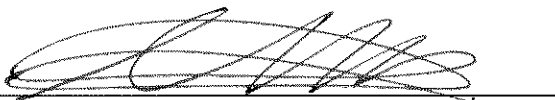
ADSUAR MUÑIZ GOYCO
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Por: 

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E-mail: epo@amgprlaw.com

Por: 

EDWIN J. SEDA-FERNÁNDEZ
RÚA NÚM.: 9315
E-mail: seda@amgprlaw.com

Por: 

ALEJANDRO A. SANTIAGO-MARTÍNEZ
RÚA NÚM.: 20683
E-mail: asantiago@amgprlaw.com

**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 AMENDED RESPONSES
TO PLAINTIFFS' FIRST REQUEST FOR ADMISSIONS**

To:

PLAINTIFFS

C/O German J. Brau, Esq.
BAUZÁ, BRAU, HERNÁNDEZ, IRIZARRY & SILVA
PO Box 13669
San Juan, Puerto Rico 00908
Tel: 787.723.8754 / 787.710.8262
Fax: 787.282.3672
Email: german.brau@bioslawpr.com

From:

RAIDEN COMMODITIES, LP

C/O Eric Pérez-Ochoa, Esq.
Edwin Seda, Esq.
Alejandro Santiago, Esq.
ADSUAR MUÑIZ GOYCO
SEDA & PÉREZ-OCHOA, PSC
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Email: epo@amgprlaw.com
seda@amgprlaw.com
asantiago@amgprlaw.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, LP.

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, LP 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: 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: Admitted.

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: Admitted.

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: Admitted.

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: Admitted.

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: Admitted.

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: Admitted.

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: 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: Despite reasonable inquiry, Defendant lacks information sufficient to admit or deny this Request.

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: Despite reasonable inquiry, Defendant lacks information sufficient to admit or deny this Request.

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: Defendant cannot admit or deny this Request because it cannot understand the Request.

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

RESPONSE: Admitted.

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: Denied.

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: Defendant cannot admit or deny this Request because as Defendant reads it, the Request does not make sense grammatically or substantively and appears to be based on an assumption which Defendant cannot admit or deny.

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: Objection. The term “partner” is undefined and capable of multiple interpretations so that Raiden LP cannot determine with any precision what is stated. 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: Objection. The term “partner” is undefined and capable of multiple interpretations so that Raiden LP cannot determine with any precision what is stated. 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: Objection. The term “partner” is undefined and capable of multiple interpretations so that Raiden LP cannot determine with any precision what is stated. 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.

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: Denied.

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

RESPONSE: Defendant cannot admit or deny this Request without creating a misimpression since Raiden Commodities LP has never received income from ICE transactions.

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

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 Dorado, PR, on May 29, 2019.




Signature

SWORN STATEMENT

Affidavit Number: 569

SWORN to and SUBSCRIBED before me, the undersigned authority, on the 29th day of May, 2019, by Adam Sinn, as representative of Raiden Commodities, LP.





Notary Public

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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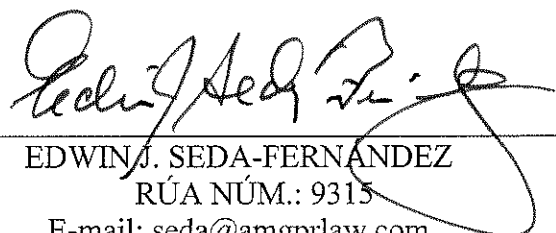
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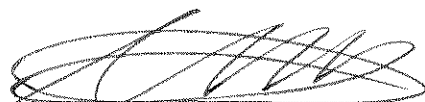
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