

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

IN RE PLATINUM-BEECHWOOD LITIGATION,	No. 18 Civ. 10936 (JSR)
MARTIN TROTT and CHRISTOPHER SMITH, as Joint Official Liquidators and Foreign Representatives of PLATINUM PARTNERS VALUE ARBITRAGE FUND L.P. (in OFFICIAL LIQUIDATION) and PLATINUM PARTNERS VALUE ARBITRAGE FUND L.P. (in OFFICIAL LIQUIDATION),  <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">v.</p> PLATINUM MANAGEMENT (NY) LLC, <i>et al.</i> ,  <p style="text-align: right;">Defendants.</p>	No. 18 Civ. 6658 (JSR)

**DEFENDANT MARK NORDLICHT’S FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS TO DEFENDANT MICHAEL KATZ**

**PLEASE TAKE NOTICE THAT**, Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure (the “Federal Rules”), the Local Civil Rules of the United States District Court for the Southern District of New York (the “Local Rules”), and this Court’s Case Management Order dated January 24, 2019 (ECF No. 158), Defendant Mark Nordlicht (“Nordlicht”), by his attorneys, Regosin, Edwards, Stone & Feder, Esqs., hereby serves his First Requests for Production of Documents (the “Document Requests”) on Plaintiffs Martin Trott and Christopher Smith, as the Joint Official Liquidators (the “JOLs”) and Foreign Representatives of Platinum Partners Value Arbitrage Fund L. P. (in Official Liquidation) (“PPVA”) and requests that the JOLs produce the documents requested herein within 30 days, and serve those responses on Regosin, Edwards, Stone & Feder, Esqs. at 225 Broadway, Suite 613, New York, N.Y. 10007.

**DEFINITIONS**

1. The following definitions, pursuant to Federal Rule 34(a) and Local Rule 26.3, apply to each of the Document Requests set forth below, and are deemed to be incorporated therein.

2. The "Litigation" refers to the above-captioned matter, currently pending in the United States District Court for the Southern District of New York, Docket Number 18-CV-10936 (JSR), Consolidated Docket Number 18-CV-6658 (JSR).

3. All capitalized terms not specifically defined shall be accorded the meaning assigned in the Complaint.

4. "Communication" means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).

5. "Concerning" means relating to, referring to, describing, evidencing, or constituting.

6. "Document" means any writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations, stored in any medium from which information can be obtained either directly or, if necessary, after translation by the JOLs into a reasonably usable form, including, without limitation, electronically stored information. A draft or non-identical copy is a separate document within the meaning of this term.]

7. "FAC" means the First Amended Complaint filed by the JOLs on January 25, 2019 (ECF No. 159).

8. "Identify," when referring to a person, means to give, to the extent known, the person's full name, present or last known address, and when referring to a natural person, additionally, the present or last known place of employment. Once a person has been identified in accordance with this subparagraph, only the name of that person need be listed in response to subsequent discovery requesting the identification of that person.

9. "Identify," when referring to documents, means to give, to the extent known, the (i) type of document; (ii) general subject matter; (iii) date of the document; and (iv) author(s), addressee(s), and recipient(s). In the alternative, the JOLs may produce the documents, together

with identifying information sufficient to satisfy Federal Rule 33(d).

10. “Person” means any natural person or any legal entity, including, without limitation, any business or governmental entity or association.

11. “Plaintiff” and “defendant,” as well as a party’s full or abbreviated name or a pronoun referring to a party mean the party and, where applicable, its officers, directors, employees, partners, corporate parent, subsidiaries, or affiliates. This definition is not intended to impose a discovery obligation on any person who is not a party to the litigation.

12. “You”, “your” and Katz means defendants Michael Katz, The Estate of Marcos Katz and Adela Katz, individually and jointly, and production demands herein required the production of documents in your possession from each of them.

13. “JOL” mean the JOLs; the past or present principals, partners, managers, employees, attorneys, advisors, consultants, agents, and representatives of the JOLs; and all other persons acting or purporting to act on the behalf of the JOLs.

14. “Agera” has the same meaning as in the FAC, and includes, without limitation, any entities that may be deemed predecessors, successors, subsidiaries, or affiliates.

15. “Agera Energy” has the same meaning as in the FAC, including, without limitation, paragraph 129 of the FAC, and includes, without limitation, any entities that may be deemed predecessors, successors, subsidiaries, or affiliates.

16. “Agera Note” has the same meaning as in the FAC, including, without limitation, paragraph 603 of the FAC.

17. “Agera Sale” has the same meaning as in the FAC, including, without limitation, paragraph 631 of the FAC.

18. “Agera Transactions” has the same meaning as in the FAC, including, without limitation, paragraph 11(v) of the FAC.

19. “Beechwood” has the same meaning as in the FAC, including, without limitation,

paragraph 8 of the FAC, and includes, without limitation, any entities that may be deemed predecessors, successors, subsidiaries, or affiliates.

20. “Beechwood Entities” has the same meaning as in the FAC, including, without limitation, paragraph 206 of the FAC, and includes, without limitation, any entities that may be deemed predecessors, successors, subsidiaries, or affiliates.

21. “BEOF Funds” has the same meaning as in the FAC, including, without limitation, paragraph 144 of the FAC, and includes, without limitation, any entities that may be deemed predecessors, successors, subsidiaries, or affiliates.

22. “Consolidated Action” means the consolidated action known as *In re Platinum-Beechwood Litigation*, Case No. 18-cv-6658 (JSR), pending in the United States District Court for the Southern District of New York.

23. “Communication(s)” means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).

24. “Concerning” means relating to, referring to, describing, evidencing, or constituting.

25. “Document(s)” is defined to be synonymous in meaning and equal in scope to the usage of the term “documents or electronically stored information [(‘ESI’)]” in FRCP 34(a)(1)(A). A draft or non-identical copy is a separate document within the meaning of this term.

26. “Litigation” means the action known as *Trott v. Platinum Management (NY) LLC*, Case No. 18-cv-10936 (JSR), pending in the United States District Court for the Southern District of New York.

27. “Person(s)” means any natural person or any legal entity, including, without limitation, any business or governmental entity or association.

28. “Platinum Defendants” has the same meaning as in the FAC, including, without limitation, paragraph 3 of the FAC.

29. “Platinum Management” has the same meaning as in the FAC, including, without limitation, paragraph 7 of the FAC, and includes, without limitation, any entities that may be deemed predecessors, successors, subsidiaries, or affiliates.

30. “PPCO” has the same meaning as in the FAC, including, without limitation, paragraph 10 of the FAC, and includes, without limitation, any entities that may be deemed predecessors, successors, subsidiaries, or affiliates.

31. “PPVA” has the same meaning as in the FAC, including, without limitation, paragraph 2 of the FAC, and includes, without limitation, any entities that may be deemed predecessors, successors, subsidiaries, or affiliates.

32. “Second Scheme” has the same meaning as in the FAC, including, without limitation, paragraph 10 of the FAC.

33. “Security Lockup” has the same meaning as in the FAC, including, without limitation, paragraph 11 (iv) of the FAC.

34. “Nordlicht” mean defendant Mark Nordlicht and any of his current or former agents, representatives, attorneys, accountants, and anyone else acting on behalf of Nordlicht.

35. “And” and “Or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

36. “Any,” “All,” and “Each” shall each be construed as encompassing any and all.

37. The use of the singular form of any word includes the plural and vice versa.

### **INSTRUCTIONS**

The following instructions apply to each of the Document Requests set forth below, and are deemed to be incorporated therein:

1. Unless otherwise specifically indicated, and for purposes of these Document Requests only, the relevant time period shall be January 1, 2012 to present.

2. In responding to these document demands, you are required to furnish all documents in your possession, custody, or control, regardless of where such documents are located.

3. In responding to each document demand, identify all of the person(s) who have possession of responsive documents.

4. The fact that a document may be supplied to by another party does not relieve you of the obligation to respond in full and supply all of the documents in your possession, custody, or control.

5. Each document or communication is to be produced in its entirety, without abbreviation, redaction, or limitation.

6. If you object to any Document Request or any particular portion thereof, you must state with specificity the grounds for such objection. If you object to any particular portion of any Document Request, you are nevertheless required to produce documents and communications in response to all other portions of such Document Request as to which there is no objection.

7. If any of these Document Requests cannot be complied with in full, you must produce all documents to the extent possible, specifying the reasons for the inability to produce the remainder and stating whatever information, knowledge, or belief you have concerning the portion not responded to.

8. If there are no documents or communications responsive to a particular Document Request, you shall so state in writing.

9. In responding to these Document Requests, you are requested to produce all responsive documents or tangible things regardless of whether this information is possessed directly by you or any current or former spouse, sibling, parent, agent, manager, trustee, custodian, attorney, accountant, representative, physician, or other person purporting to act on

your behalf.

10. If any document called for by these Document Requests is no longer in your possession, custody, or control, you must state what disposition was made of the document and the date of such disposition, and identify all persons having knowledge of the document's contents. If a copy of any such document has been maintained by your representative, agent, or consultant (such as, but not limited to, any of your accountants, auditors, attorneys, financial advisors, consultants, or experts), you must produce it.

11. If any document called for by these Document Requests has been destroyed, you must describe the document, including, but not limited to, the nature of the document, the sender, the author, the recipient, the recipient of any copies, the date, the name of each person on the original of any copy which was circulated, the names of any persons appearing on any circulation list associated with such document, a summary statement of the subject matter of such document, an indication of when and why the document was destroyed, and the identity of the person who destroyed the document.

12. You should produce documents or communications not otherwise responsive to a Document Request if such documents or communications refer to, relate to, reflect, concern, or explain the documents or communications called for by a Document Request, or if such documents or communications are attached to documents or communications called for by a Document Request.

13. To the extent you make use of any electronic means to deduplicate responsive documents, you shall provide the names of all custodians who were in possession of a document prior to deduplication in the ALL CUSTODIANS metadata field.

14. The documents and communications requested herein shall be produced as they are kept in the usual course of business. All documents that are physically attached to each other when located for production shall be left so attached when produced, including all attachments,

enclosures, “post-it” type notes, and any other matter physically attached to the document. If documents responsive to a Document Request are normally kept in a file or folder, produce that file or folder, together with any labels attached thereto, and indicate the company, division, department, and/or individual from whose files the document is being produced. If responsive documents are segregated or separated from other documents, whether by use of binders, files, sub files, or by dividers, tabs, or any other kind of method, the produced documents shall be left so segregated or separated.

15. A Document Request shall be deemed to encompass any or all transmittal sheets, cover letters, exhibits, enclosures, or attachments to the document, in addition to the document itself, without abbreviation or expurgation.

16. If any documents responsive to a Document Request are maintained in digital, electronic, and/or imaged form, production of a copy of the electronically-stored information (“ESI”) in digital, electronic, and/or imaged form is hereby requested, along with any information needed to access, search, or sort electronic data or documents.

17. In responding to the Document Requests, you are specifically instructed to search all document management systems, archives, backup tapes, databases, backup systems, servers, electronic devices (including computers, cell phones, hard drives, flash drives, PDAs, and MP3 players), digital storage (including cloud-based solutions, servers, and databases), or other locations in which documents may be stored. Production of such documents shall be made regardless of whether such documents exist in tangible or “hard” copy form. Production is also sought regardless of whether the user purported or attempted to “delete” the document, if such document is capable of being retrieved from archives and/or backup tapes or disks.

18. Under no circumstances should ESI be converted from the form in which it is ordinarily maintained to a different form that makes it more difficult or burdensome to use the ESI. ESI should not be produced in a form that removes or significantly degrades the ability to



search the ESI by electronic means where the ESI is ordinarily maintained in a way that makes it searchable by electronic means. If you decline to search or produce ESI on the ground that such ESI is not reasonably accessible because of undue burden or cost, identify such information by category or source and provide detailed information regarding the burden or cost you claim is associated with the search or production of such ESI.

19. If you have reason to believe there are responsive e-mails that have not been retained, state the name and address of the e-mail provider (e.g., Microsoft, Gmail, Bloomberg, etc.) or program used by you and your efforts to retrieve the information.

20. The terms “all,” “any,” and “each” shall be construed as encompassing any and all.

21. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document Request all responses that might otherwise be construed to be outside of its scope.

22. The use of the singular form of any word includes the plural and vice versa.

23. The use of a verb in any tense shall be construed as the use of that verb in all other tenses as necessary to bring within the scope of the Document Request all responses that might otherwise be construed to be outside of its scope.

24. Capitalized terms not defined herein shall have the meanings ascribed to them in the FAC.

25. These Document Requests incorporate all instructions set forth in Local Rule 26.2. If the attorney-client privilege, attorney work product doctrine, or any other privilege or immunity from discovery is claimed as to any response called for by these Document Requests, you must describe the basis of the privilege claimed and the information alleged to be privileged in detail sufficient to enable the Court to decide if the privilege has been properly invoked, as

required by Federal Rule 26(b)(5) and Local Rule 26.2.

26. Pursuant to Federal Rule 26(e), these Document Requests are to be regarded as continuing in nature. You are therefore requested to provide, by way of supplemental production, such additional responsive documents that you may hereinafter obtain that will augment or modify the answers now given.

27. The above-referenced terms and the individual Document Requests should be construed broadly to the fullest extent of their meaning in a good faith effort to comply with the applicable Federal Rules and Local Rules.

### **DOCUMENT REQUESTS**

1. All documents and communications concerning the alleged offer claimed to have been made to Marcos Katz giving him “the opportunity to exchange his investment in PPVA for an interest in Platinum Management and certain other consideration”, as alleged in paragraph 133 of the FAC.

2. All documents and communications concerning the allegation that “in March 2016, Katz conspired with Levy, Nordlicht and other Platinum Defendants to develop the plan to transfer PPVA’s interest in Agera Energy to an ‘insider’ ”, as alleged in paragraphs 136 and 596 of the FAC.

3. All Communications to, from, copying, or Concerning Katz.

4. All Documents Concerning Katz.

5. All Documents and Communications Concerning Agera, Agera Energy, the valuation of Agera Energy, the Agera Transactions, the Agera Note, and the Agera Sale, including, without limitation, Documents and Communications Concerning Katz’s purported knowledge thereof or involvement or participation therein.

6. All Documents and Communications Concerning any liens, perfected or unperfected pledges, or other encumbrances Concerning Agera or Agera Energy.

7. All Documents and Communications Concerning any loan, security, pledge, guaranty, or similar agreements by, between, or among PPVA, PPCO, Platinum Management, the Platinum Defendants, the BEOF Funds, Beechwood, the Beechwood Entities, Agera, Agera Energy, or any other fund managed by the Platinum Defendants, including, without limitation, any notice of default thereunder.

8. All Documents and Communications relating to trusts Concerning PPVA, Platinum Management, the Platinum Defendants, the BEOF Funds, Beechwood, the Beechwood Entities, Agera, Agera Energy, or any other fund managed by the Platinum Defendants, including, without limitation, all trust Documents, contracts, agreements, loans, guarantees, liens, perfected or unperfected pledges, or encumbrances.

9. All Documents and Communications Concerning the Second Scheme, including, without limitation, Katz's purported knowledge thereof or involvement or participation therein.

10. All Documents and Communications Concerning the Security Lockup, including, without limitation, Documents and Communications Concerning Katz's purported knowledge thereof or involvement or participation therein.

11. All Documents and Communications Concerning the valuation of PPVA's investments and assets, including, without limitation, Documents and Communications Concerning Katz's purported knowledge thereof or involvement or participation therein.

12. All Documents and Communications Concerning the dissipation of PPVA's assets, including, without limitation, Documents and Communications Concerning Katz's purported knowledge thereof or involvement or participation therein.

13. All Documents and Communications Concerning the operation and management of Platinum Management, including, without limitation, Documents and Communications Concerning Katz's purported knowledge thereof or involvement or participation therein.

14. All Documents and Communications Concerning the relationship between the Beechwood Entities and Platinum Management, including, without limitation, Documents and

Communications Concerning Katz's purported knowledge thereof or involvement or participation therein.

15. All Documents and Communications Concerning PPVA liquidity issues, including, without limitation, Documents and Communications Concerning Katz's purported knowledge thereof or involvement or participation therein.

16. All Documents and Communications Concerning any option or opportunity offered or suggested to or by Marcos Katz or Adela Katz to (a) exchange their investment in PPVA or its subsidiaries or affiliates for an interest in Platinum Management or for any other consideration or (b) appoint a representative to oversee their interest in PPVA, Platinum Management, the BEOF Funds, or any other funds managed by the Platinum Defendants.

17. All Documents and Communications Concerning any involvement or participation by Katz in, or Katz's role at, PPVA, PPCO, Platinum Management, the BEOF Funds, Beechwood, the Beechwood Entities, or any other fund managed by the Platinum Defendants.

18. All Documents and Communications Concerning any control exerted by Katz over PPVA, PPCO, Platinum Management, the BEOF Funds, Beechwood, the Beechwood Entities, or any other fund managed by the Platinum Defendants.

19. All Documents and Communications Concerning Exhibit 81 to the FAC and the contents thereof, including, without limitation, related e-mail threads.

20. All Documents and Communications Concerning Exhibit 82 to the FAC and the contents thereof, including, without limitation, related e-mail threads.

21. All Documents and Communications Concerning Exhibit 86 to the FAC and the contents thereof, including, without limitation, related e-mail threads.

22. All Documents and Communications Concerning any contracts or agreements between or among Katz, PPVA, PPCO, Platinum Management, the Platinum Defendants, the BEOF Funds, Beechwood, the Beechwood Entities, or any other fund managed by the Platinum Defendants.

23. All Documents and Communications Concerning any admission that You contend was made by any party to the Litigation.

24. All Documents and Communications Concerning any declaration against interest that You contend was made by any Persons having knowledge relevant to this Litigation.

25. All Documents that You intend to rely upon at any trial of the Litigation.

26. All witness statements concerning the Litigation, including, without limitation, any sworn or signed statement concerning the matters at issue in the Litigation.

27. All written expert reports, including drafts and final versions, by each expert that You expect to call as a witness at any trial of this Litigation.

28. All Documents furnished to any experts employed or retained by You.

29. All Documents that You have exchanged with: (a) any expert that may testify in the Litigation; or (b) any expert whose report, findings, or work was reviewed by any expert who may testify in this Litigation.

Dated: February 28, 2019

REGOSIN, EDWARDS, STONE & FEDER, ESQS.

By: \_\_\_\_\_ /S/

Saul E. Feder, Esq.  
225 Broadway, Suite 613  
New York, New York 10007  
Telephone: 212-619-1990  
Fax: 212-964-9516  
E-mail: [sfeder@resflaw.com](mailto:sfeder@resflaw.com)  
*Attorneys for Defendant Mark Nordlicht*

**CERTIFICATE OF SERVICE**

I hereby certify that I served a true and correct copy of the foregoing upon the following counsel of record via email:

Barbara R. Parlin, Esq. ([Barbra.parlin@hklaw.com](mailto:Barbra.parlin@hklaw.com))  
Elliot Archer Magruder, Esq. ([elliott.magruder@hklaw.com](mailto:elliott.magruder@hklaw.com))  
Mitchell J. Geller, Esq. ([Mitchell.geller@hklaw.com](mailto:Mitchell.geller@hklaw.com))  
Qian Shen, Esq. ([Qian.shen@hklaw.com](mailto:Qian.shen@hklaw.com))  
Peter Richard Jarvis ([Peter.jarvis@hklaw.com](mailto:Peter.jarvis@hklaw.com))  
Richard A. Bixter, Jr. Esq. ([Richard.bixter@hklaw.com](mailto:Richard.bixter@hklaw.com))  
Timothy D. Belevetz, Esq. ([Timothy.belevetz@hklaw.com](mailto:Timothy.belevetz@hklaw.com))  
Trisha M. Rich, Esq. ([Trisha.rich@hklaw.com](mailto:Trisha.rich@hklaw.com))  
Warren E. Gluck, Esq. ([Warren.gluck@hklaw.com](mailto:Warren.gluck@hklaw.com))

WITH A COPY TO:

Eliot Lauer, Esq. ([elauer@curtis.com](mailto:elauer@curtis.com))  
Jacques Semmelman, Esq. ([jsemmelman@curtis.com](mailto:jsemmelman@curtis.com))  
Gabriel Hertzberg, Esq. ([ghertzberg@curtis.com](mailto:ghertzberg@curtis.com))  
Eric R. Breslin, Esq. ([erbreslin@duanemorris.com](mailto:erbreslin@duanemorris.com))  
Melissa S. Geller, Esq. ([MSGeller@duanemorris.com](mailto:MSGeller@duanemorris.com))  
Jeffrey Charles Daniels, Esq. ([jdaniels@jeffreycdanielspc.com](mailto:jdaniels@jeffreycdanielspc.com))  
Matthew Gage Coogan, Esq. ([mcoogan@lswlaw.com](mailto:mcoogan@lswlaw.com))  
David Hodges, Esq. ([dhodges@lswlaw.com](mailto:dhodges@lswlaw.com))  
Steven B. Feigenbaum, Esq. ([sfeigenbaum@katskykorins.com](mailto:sfeigenbaum@katskykorins.com))  
Eric M. Creizman, Esq. ([ecreizman@piercebainbridge.com](mailto:ecreizman@piercebainbridge.com))  
Kim Steven Juhase, Esq. ([kimjuhase@cs.com](mailto:kimjuhase@cs.com))  
Lawrence Robert Gelber, Esq. ([gelberlaw@aol.com](mailto:gelberlaw@aol.com))  
Lisamarie Francis Collins, Esq. ([LCollins@mintz.com](mailto:LCollins@mintz.com))  
Therese Marie Doherty, Esq. ([tdoherty@herrick.com](mailto:tdoherty@herrick.com))  
Stuart J. Glick, Esq. ([stuart.glick@tklaw.com](mailto:stuart.glick@tklaw.com))  
Brittney Melissa Edwards, Esq. ([brittney.edwards@tklaw.com](mailto:brittney.edwards@tklaw.com))  
Nicholas Shea Davis, Esq. ([nick.davis@tklaw.com](mailto:nick.davis@tklaw.com))  
Adam Philip Cohen, Esq. ([acohen@wmhlaw.com](mailto:acohen@wmhlaw.com))  
Jeffery Li Ding, Esq. ([jding@wmhlaw.com](mailto:jding@wmhlaw.com))  
Sean T. Haran, Esq. ([sharan@wmhlaw.com](mailto:sharan@wmhlaw.com))  
Wendy Helene Schwartz, Esq. ([wschwartz@binderschwartz.com](mailto:wschwartz@binderschwartz.com))  
Gregory Charles Pruden, Esq. ([gpruden@binderschwartz.com](mailto:gpruden@binderschwartz.com))  
Ira S. Lipsius, Esq. ([iral@lipsiuslaw.com](mailto:iral@lipsiuslaw.com))  
Kenneth A. Zitter, Esq. ([kzitter@aol.com](mailto:kzitter@aol.com))  
Daniel Tepper, Esq. ([tepper@whafh.com](mailto:tepper@whafh.com))  
Jordan A. Meddy, Esq. ([jmeddy@loeb.com](mailto:jmeddy@loeb.com))  
Peter Gregory Schwed, Esq. ([gschwed@loeb.com](mailto:gschwed@loeb.com))  
Tovia Jakubowitz, Esq. ([tovia@jakubowitzchuang.com](mailto:tovia@jakubowitzchuang.com))

Avraham Chaim Moskowitz, Esq. ([amoskowitz@mb-llp.com](mailto:amoskowitz@mb-llp.com))  
Yehuda David Scharf, Esq. ([dscharf@morrisoncohen.com](mailto:dscharf@morrisoncohen.com))  
Daniel Cahen Isaacs, Esq. ([disaacs@morrisoncohen.com](mailto:disaacs@morrisoncohen.com))  
Donald Howard Chase, Esq. ([dchase@morrisoncohen.com](mailto:dchase@morrisoncohen.com))  
Barry L. Cohen, Esq. ([bcohen@sorinroyercooper.com](mailto:bcohen@sorinroyercooper.com))  
Marc E. Hirschfield, Esq. ([MHirschfield@rccblaw.com](mailto:MHirschfield@rccblaw.com))  
Marc F. Skapof, Esq. ([mskapof@rccblaw.com](mailto:mskapof@rccblaw.com))  
John David Penn, Esq. ([jpenn@perkinscoie.com](mailto:jpenn@perkinscoie.com))  
James D. Mathias, Esq. ([james.mathias@dlapiper.com](mailto:james.mathias@dlapiper.com))  
Mark Leslie Deckman, Esq. ([Mark.Deckman@dlapiper.com](mailto:Mark.Deckman@dlapiper.com))  
Ellen E. Dew, Esq. ([ellen.dew@dlapiper.com](mailto:ellen.dew@dlapiper.com))  
Kathleen Ann Birran, Esq. ([kathleen.birrane@dlapiper.com](mailto:kathleen.birrane@dlapiper.com))  
Aidan Middlemiss McCormack, Esq. ([aidan.mccormack@dlapiper.com](mailto:aidan.mccormack@dlapiper.com))  
Robert Brian Seibert, Esq. ([brian.seibert@dlapiper.com](mailto:brian.seibert@dlapiper.com))  
Adam Craig Silverstein, Esq. ([asilverstein@oshr.com](mailto:asilverstein@oshr.com))  
John Evans Jureller, Esq. ([jjureller@klestadt.com](mailto:jjureller@klestadt.com))  
Edward Jonathan Canter, Esq. ([ecanter@proskauer.com](mailto:ecanter@proskauer.com))  
Mark David Harris, Esq. ([mharris@proskauer.com](mailto:mharris@proskauer.com))  
Stacey Paige Eilbaum, Esq. ([seilbaum@proskauer.com](mailto:seilbaum@proskauer.com))  
Steven H. Holinstat, Esq. ([sholinstat@proskauer.com](mailto:sholinstat@proskauer.com))  
Eli Bard Richlin, Esq. ([erichlin@wsgr.com](mailto:erichlin@wsgr.com))  
Jae Young Jeong, Esq. ([ajeong@wsgr.com](mailto:ajeong@wsgr.com))  
Katherine Talbot McCarthy, Esq. ([kmccarthy@wsgr.com](mailto:kmccarthy@wsgr.com))  
Michael S Sommer, Esq. ([msommer@wsgr.com](mailto:msommer@wsgr.com))  
Morris J. Fodeman, Esq. ([mfodeman@wsgr.com](mailto:mfodeman@wsgr.com))  
Naima Lillian Farrell, Esq. ([nfarrell@gibsondunn.com](mailto:nfarrell@gibsondunn.com))  
Daniel Aaron Schleifstein, Esq. ([daniel.schleifstein@piblaw.com](mailto:daniel.schleifstein@piblaw.com))  
James Paul Berg, Esq. ([james.berg@piblaw.com](mailto:james.berg@piblaw.com))  
Sanjay Perviz Ibrahim, Esq. ([sanjay.ibrahim@piblaw.com](mailto:sanjay.ibrahim@piblaw.com))  
Adam J. Kaiser, Esq. ([adam.kaiser@alston.com](mailto:adam.kaiser@alston.com))  
Daniella Patricia Main, Esq. ([daniella.main@alston.com](mailto:daniella.main@alston.com))  
Jenna Chelsea Polivy, Esq. ([jenna.polivy@alston.com](mailto:jenna.polivy@alston.com))  
John M. Aerni, Esq. ([john.aerni@alston.com](mailto:john.aerni@alston.com))  
William Hao, Esq. ([william.hao@alston.com](mailto:william.hao@alston.com))

Dated: February 28, 2019

/s/ Saul E. Feder  
Saul E. Feder