

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

Case Number: 1:24-cv-22142-GAYLES/GOODMAN

**FANNY B. MILLSTEIN and
MARTIN KLEINBART,**

Plaintiffs,

v.

WELLS FARGO BANK, N.A.,

Defendant.

**DEFENDANT WELLS FARGO BANK, N.A.'S AMENDED ANSWER AND
AFFIRMATIVE DEFENSES TO PLAINTIFFS' FIRST AMENDED COMPLAINT**

Defendant Wells Fargo Bank, N.A. (“Wells Fargo”), respectfully submits this Amended Answer and Affirmative Defenses to Plaintiffs Fanny B. Millstein and Martin Kleinbart (collectively, “Plaintiffs”) First Amended Class Action Complaint filed on June 6, 2024 (D.E. 3) (“Amended Complaint”), and states as follows:

Introduction¹

1. Wells Fargo admits that Plaintiffs purport to seek damages in this lawsuit but denies that Plaintiffs are entitled to any of the relief requested or damages sought as to Wells Fargo. Wells Fargo denies it aided and abetted, had actual knowledge of, or provided assistance to any alleged wrongdoing by Marshal Seeman (“Seeman”), Eric Holtz (“Holtz”), and Brian Schwartz

¹ The headings set forth herein are for the purpose of reference to the corresponding headings in the Amended Complaint and are not to be deemed an admission by Wells Fargo. To the extent any of the headings in the Amended Complaint are deemed to assert factual allegations or legal conclusions against Wells Fargo, Wells Fargo denies those allegations and legal conclusions.

(“Schwartz”) (collectively, the “Scheme Operators”) or anyone acting in concert with the Scheme Operators. Wells Fargo further denies that it is liable to Plaintiffs pursuant to any legal theory, claim, or cause of action, or that it is liable to Plaintiffs as a result of or in relation to the Scheme Operators’ alleged unlawful conduct. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraph 1 of the Amended Complaint related to Plaintiffs’ age and/or life savings, and, therefore, denies those allegations. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 1 of the Amended Complaint.

2. Wells Fargo denies the allegations and legal conclusions of Paragraph 2 of the Amended Complaint.

3. Wells Fargo admits that Seeman, Holtz, and Schwartz were related to the companies identified in Paragraph 3 of the Amended Complaint. As to Footnote 2, Wells Fargo specifically denies that all (or any) of the life insurance policies were Stranger-Originated Life Insurance Policies (“STOLIs”), that Wells Fargo was aware that such policies were STOLIs (to the extent applicable), and/or that the owning/servicing of the policies was improper. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 3 of the Amended Complaint, including the incorporated footnotes, and on that basis, denies the allegations and legal conclusions.

4. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 4 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

5. Wells Fargo denies the allegations and legal conclusions of Paragraph 5 of the Amended Complaint.

6. Wells Fargo denies the allegations and legal conclusions of Paragraph 6 of the Amended Complaint.

7. Wells Fargo denies the allegations and legal conclusions of Paragraph 7 of the Amended Complaint.

8. Wells Fargo denies the allegations and legal conclusions of Paragraph 8 of the Amended Complaint.

9. Wells Fargo denies the allegations and legal conclusions of Paragraph 9 of the Amended Complaint.

10. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 10 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

11. Wells Fargo admits that the Florida Office of Financial Regulations (“OFR”) filed a legal action captioned *State of Florida, Office of Financial Regulation v. National Senior Insurance, Inc. d/b/a Seeman Holtz, et al.*, Case No. 502021CA008718XXXXMB (the “OFR Action”) in the Florida Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Civil Division, and that Daniel J. Stermer (“Stermer”) was appointed receiver of NSI and certain of the PLCs and other related entities (the “Receivership Entities”) by way of order in such action. Wells Fargo further states that the referenced order speaks for itself, and denies any allegations and legal conclusions to the extent inconsistent therewith. Wells Fargo lacks sufficient knowledge or information to admit or deny the remaining allegations and legal conclusions contained in Paragraph 11 of the Amended Complaint, and on that basis, denies those allegations and legal conclusions.

12. Wells Fargo denies it aided and abetted, had actual knowledge of, or provided assistance to any alleged wrongdoing by the Scheme Operators or anyone acting in concert with the Scheme Operators. Wells Fargo further denies that it is liable to Plaintiffs pursuant to any legal theory, claim, or cause of action, or that it is liable to Plaintiffs as a result of or in relation to the Scheme Operators alleged unlawful conduct. Wells Fargo lacks sufficient knowledge or information to admit or deny the remaining allegations and legal conclusions contained in Paragraph 12 of the Amended Complaint, and, therefore, denies those allegations and legal conclusions.

13. Wells Fargo admits only that it provided ordinary banking services as a depository bank. Wells Fargo denies it aided and abetted, had actual knowledge of, or provided assistance to any alleged wrongdoing by the Scheme Operators or anyone acting in concert with the Scheme Operators. Wells Fargo further denies that it is liable to Plaintiffs pursuant to any legal theory, claim, or cause of action, or that it is liable to Plaintiffs as a result of or in relation to the Scheme Operators alleged unlawful conduct. Wells Fargo states only that Stermer initiated a supplemental proceeding in the OFR Action, and that such proceeding speaks for itself. Wells Fargo further states that the referenced proceeding speaks for itself, and denies any allegations and legal conclusions to the extent inconsistent therewith. Wells Fargo further states all action by Stermer against Wells Fargo are currently dismissed. Wells Fargo lacks sufficient knowledge or information to admit or deny the remaining allegations and legal conclusions contained in Paragraph 13 of the Amended Complaint, and, therefore, denies those allegations and legal conclusions.

14. Wells Fargo specifically denies it provided substantial assistance to the Scheme, and further denies the remaining allegations and legal conclusions of Paragraph 14 of the Amended Complaint.

15. Wells Fargo denies that it is liable to Plaintiffs pursuant to any legal theory, claim, or cause of action, or that it is liable to Plaintiffs as a result of or in relation to the Scheme Operators alleged unlawful conduct. Wells Fargo further denies any “acts” or “omissions” related to Wells Fargo were responsible for Plaintiffs’ loss. Wells Fargo further states that the filings by Stermer referenced in Paragraph 15 of the Amended Complaint speak for themselves, and denies the allegations to the extent inconsistent therewith. Wells Fargo lacks sufficient knowledge or information to admit or deny the remaining allegations and legal conclusions contained in Paragraph 15 of the Amended Complaint, and, therefore, denies those allegations and legal conclusions.

16. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 16 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

17. Wells Fargo states that the notes referenced in Paragraph 17 of the Amended Complaint speak for themselves, and denies any allegations and legal conclusions to the extent inconsistent therewith. Wells Fargo lacks sufficient knowledge or information to admit or deny the remaining allegations and legal conclusions contained in Paragraph 17 of the Amended Complaint, and on that basis, denies those allegations and legal conclusions.

18. Wells Fargo states that the notes referenced in Paragraph 18 of the Amended Complaint speak for themselves, and denies any allegations and legal conclusions to the extent inconsistent therewith. Wells Fargo lacks sufficient knowledge or information to admit or deny

the remaining allegations and legal conclusions contained in Paragraph 18 of the Amended Complaint, and on that basis, denies those allegations and legal conclusions.

19. Wells Fargo states that the notes referenced in Paragraph 19 of the Amended Complaint speak for themselves, and denies any allegations and legal conclusions to the extent inconsistent therewith. Wells Fargo lacks sufficient knowledge or information to admit or deny the remaining allegations and legal conclusions contained in Paragraph 19 of the Amended Complaint, and on that basis, denies those allegations and legal conclusions.

20. Wells Fargo denies it aided and abetted, had actual knowledge of, or provided assistance to any alleged wrongdoing by the Scheme Operators or anyone acting in concert with the Scheme Operators. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 20 of the Amended Complaint.

Parties

21. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 21 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

22. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 22 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

23. Wells Fargo states that it is a national banking association headquartered in Sioux Falls, South Dakota, with a principal place of business in San Francisco, California. Wells Fargo further admits that it provides banking products and services to customers in all fifty states. Wells Fargo states that remaining allegations in Paragraph 23 of the Amended Complaint appear to reference Wells Fargo's 2023 corporate filings, and states that such filings speak for themselves, and denies any allegations and legal conclusions to the extent inconsistent therewith.

24. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 24 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

25. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 25 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

26. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 26 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

Jurisdiction and Venue

27. Wells Fargo denies the allegations and legal conclusions of Paragraph 27 of the Amended Complaint, and specifically denies that Plaintiffs have stated a claim as to Wells Fargo pursuant to the requirements set forth in the Class Action Fairness Act (“CAFA”) or otherwise.

28. Wells Fargo denies that it is liable to Plaintiffs pursuant to any legal theory, claim, or cause of action, or that it is liable to Plaintiffs as a result of or in relation to the Scheme Operators’ alleged unlawful conduct. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 28 of the Amended Complaint.

29. Wells Fargo admits that venue is appropriate in the Southern District of Florida. Wells Fargo denies that it is liable to Plaintiffs pursuant to any legal theory, claim, or cause of action, or that it is liable to Plaintiffs as a result of or in relation to the Scheme Operators alleged unlawful conduct. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 29 of the Amended Complaint.

30. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 30 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

31. Wells Fargo admits that venue is appropriate in the Southern District of Florida. Wells Fargo states that the related proceeding, *Millstein v. Holtz*, No. 21-cv-61179 (S.D. Fla. 2021), speaks for itself, and denies the allegations of Paragraph 31 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo further denies that it is liable to Plaintiffs pursuant to any legal theory, claim, or cause of action, or that it is liable to Plaintiffs as a result of or in relation to the Scheme Operators alleged unlawful conduct. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 31 of the Amended Complaint.

General Allegations

I. The Underlying Scheme.

32. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 32 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

33. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 33 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

34. Wells Fargo states that the notes referenced in Paragraph 34 of the Amended Complaint speak for themselves, and denies any allegations and legal conclusions to the extent inconsistent therewith. Wells Fargo lacks sufficient knowledge or information to admit or deny the remaining allegations and legal conclusions contained in Paragraph 34 of the Amended Complaint, and on that basis, denies those allegations and legal conclusions.

35. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 35 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

36. Wells Fargo states that the notes referenced in Paragraph 36 of the Amended Complaint speak for themselves, and denies any allegations and legal conclusions to the extent inconsistent therewith. Wells Fargo lacks sufficient knowledge or information to admit or deny the remaining allegations and legal conclusions contained in Paragraph 36 of the Amended Complaint, and on that basis, denies those allegations and legal conclusions.

37. Wells Fargo states that the private placement memorandums (“PPMs”) referenced in Paragraph 37 of the Amended Complaint speak for themselves, and denies any allegations and legal conclusions to the extent inconsistent therewith. Wells Fargo lacks sufficient knowledge or information to admit or deny the remaining allegations and legal conclusions contained in Paragraph 37 of the Amended Complaint, and on that basis, denies those allegations and legal conclusions.

38. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 38 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

39. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 39 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

40. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 40 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

41. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 41 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

42. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 42 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

43. Wells Fargo admits that NSI and SHPC were banking clients of Wells Fargo.

II. Wells Fargo's Role in the Scheme.

44. Wells Fargo specifically denies that it provided substantial assistance in furtherance of the Scheme. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 44 of the Amended Complaint.

45. Wells Fargo denies the allegations and legal conclusions of Paragraph 45 of the Amended Complaint.

46. Wells Fargo admits it provided general banking services related to the PLCs as a depository bank and credit card issuer. Wells Fargo specifically denies that all (or any) of the life insurance policies were STOLIs, that Wells Fargo was aware that such policies were STOLIs (to the extent applicable), and/or that the owning/servicing of the policies was improper. Wells Fargo further specifically denies it was aware that any funds were diverted for improper purposes, or that it knew the referenced policies were pledged as collateral for loans. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 46 of the Amended Complaint.

47. Wells Fargo denies the allegations and legal conclusions of Paragraph 47 of the Amended Complaint.

48. Wells Fargo denies the allegations and legal conclusions of Paragraph 48 of the Amended Complaint.

49. Wells Fargo admits that the OFR initiated the OFR Action in the Florida Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Civil Division, and that Stermer was appointed receiver of the Receivership Entities by way of order in such action. Wells Fargo specifically denies it provided substantial assistance to the Scheme, and further denies the remaining allegations and legal conclusions of Paragraph 49 of the Amended Complaint.

A. Wells Fargo's Knowledge and Substantial Assistance as Trustee for the ILITs.

50. Wells Fargo denies that it served as a Trustee for ILITS funded by the Centurion Companies. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 50 of the Amended Complaint.

51. Wells Fargo denies the allegations of Paragraph 51 of the Amended Complaint as stated. The email identified in Paragraph 51 was not sent by the Centurion Companies. Further, Wells Fargo states that the communications referenced in Paragraph 51 of the Amended Complaint speak for themselves, and denies any allegations and legal conclusions to the extent inconsistent therewith, including to the extent Plaintiffs' cherry-picked allegations misrepresent the overall communications. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 51 of the Amended Complaint.

52. Wells Fargo specifically denies that all (or any) of the life insurance policies were STOLIs, that Wells Fargo was aware that such policies were STOLIs (to the extent applicable), and/or that the owning/servicing of the policies was improper. Wells Fargo further denies that that the Centurion Companies "purchased" any of the at-issue life insurance policies. The life settlement policy application referenced in Paragraph 52 and Footnote 6 was not part of the proposed ILIT referenced in Paragraphs 51 and 52, and Wells Fargo denies that the referenced life settlement policy application is an exemplar of the policy applications held in the proposed ILIT. Wells Fargo further states that it served as Trustee for the only three life insurance policies

identified in the Amended Complaint and later served as a Securities Intermediary. Wells Fargo further states that the life settlement policy application referenced in Paragraph 52 of the Amended Complaint speaks for itself, and denies any allegation inconsistent therewith, including as to Plaintiffs' mischaracterization of the proposed ILIT referenced in Paragraphs 51 and 52 of the Amended Complaint that explicitly opposed STOLIs. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 52 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

53. Wells Fargo specifically denies that all (or any) of the life insurance policies were STOLIs, that Wells Fargo was aware that such policies were STOLIs (to the extent applicable), and/or that the owning/servicing of the policies was improper. The life settlement policy application referenced in Paragraph 53 and Footnote 7 was not part of the proposed ILIT referenced in Paragraphs 51 and 52, and Wells Fargo denies that the referenced life settlement policy application is an exemplar of the policy applications held in the proposed ILIT. Wells Fargo further states that the life settlement policy application referenced in Paragraph 53 of the Amended Complaint speaks for itself, and denies any allegation inconsistent therewith. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 53 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

54. Wells Fargo denies the allegations of Paragraph 54 of the Amended Complaint as stated. Specifically, the communication referenced does not confirm that Wells Fargo agreed to the ILIT structure outlined in the communication. Notably, the Amended Complaint lacks any allegations that Wells Fargo agreed to the structure as suggested in this Paragraph 54. Wells Fargo states that the communications referenced in Paragraph 54 of the Amended Complaint speak for

themselves, and denies any allegations and legal conclusions to the extent inconsistent therewith, including to the extent Plaintiffs' cherry-picked allegations misrepresent the overall communications. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 54 of the Amended Complaint.

55. Wells Fargo states that the life settlement policies referenced in Paragraph 55 of the Amended Complaint speak for themselves, and denies any allegations and legal conclusions to the extent inconsistent therewith. Wells Fargo specially denies that it had knowledge of any alleged violations or that the Centurion Companies were involved with the ILITs alleged herein. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 55 of the Amended Complaint.

56. Wells Fargo specially denies that it had knowledge of any alleged violations. Wells Fargo also specifically denies that all (or any) of the life insurance policies were STOLIs, that Wells Fargo was aware that such policies were STOLIs (to the extent applicable), and/or that the owning/servicing of the policies was improper. Wells Fargo further specifically denies that it actively participated in the Scheme and/or that it assisted the Scheme Operators. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 56 of the Amended Complaint.

57. Wells Fargo denies the allegations and legal conclusions of Paragraph 57 of the Amended Complaint.

58. Wells Fargo specifically denies that the Centurion Companies purchased the life insurance policy for James S. Yakovakis, that the Yakovakis Policy had any "STOLI violations" or that the Centurion Companies were the beneficiaries of the ILIT. Wells Fargo admits it served as Trustee for the ILIT that held the Yakovakis Policy. Wells Fargo states the Yakovakis Policy,

Insured's Cooperation Agreement, the Irrevocable Life Insurance Policy Relinquishment and Loan Satisfaction Agreement, and the Premium Finance Loan Agreement referenced in Paragraph 58 of the Amended Complaint speak for themselves, and denies the allegations and legal conclusions to the extent inconsistent therewith. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 58 of the Amended Complaint.

59. Wells Fargo admits it served as Trustee for the ILIT that held the Yakovakis Policy. Wells Fargo states the Irrevocable Life Insurance Policy Relinquishment and Loan Satisfaction Agreement referenced in Paragraph 59 of the Amended Complaint speak for themselves, and denies the allegations and legal conclusions to the extent inconsistent therewith. Wells Fargo specifically denies that it actively conspired with the Centurion Companies. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 59 of the Amended Complaint.

60. Wells Fargo states the communications and account opening documents referenced in Paragraph 60 of the Amended Complaint speak for themselves, and denies the allegations and legal conclusions to the extent inconsistent therewith. Wells Fargo denies the allegations and legal conclusions of Paragraph 60 of the Amended Complaint.

61. Wells Fargo states the assignments referenced in Paragraph 61 of the Amended Complaint speak for themselves, and denies the allegations and legal conclusions to the extent inconsistent therewith. Wells Fargo specifically denies that it substantially assisted in the Scheme. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 61 of the Amended Complaint.

62. Wells Fargo states the correspondence and agreements referenced in Paragraph 62 of the Amended Complaint speaks for themselves, and denies the allegations and legal conclusions

to the extent inconsistent therewith. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 62 of the Amended Complaint.

63. Wells Fargo states the correspondence referenced in Paragraph 63 of the Amended Complaint speaks for itself, and denies the allegations and legal conclusions to the extent inconsistent therewith. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 63 of the Amended Complaint.

64. Wells Fargo states the correspondence referenced in Paragraph 64 of the Amended Complaint speaks for itself, and denies the allegations and legal conclusions to the extent inconsistent therewith. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 64 of the Amended Complaint.

65. Wells Fargo denies the allegations and legal conclusions of Paragraph 65 of the Amended Complaint.

66. Wells Fargo states the correspondence referenced in Paragraph 66 of the Amended Complaint speaks for itself, and denies the allegations and legal conclusions to the extent inconsistent therewith. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 66 of the Amended Complaint.

67. Wells Fargo states the correspondence and resignations referenced in Paragraph 67 of the Amended Complaint speak for themselves, and denies the allegations and legal conclusions to the extent inconsistent therewith. Wells Fargo specifically denies that such resignations were “back dated.” Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 67 of the Amended Complaint.

68. Wells Fargo states the July 3, 2013 correspondence referenced in Paragraph 68 of the Amended Complaint speaks for itself, and denies the allegations and legal conclusions to the

extent inconsistent therewith, including to the extent Plaintiffs misrepresent the overall communication, that upon review, does not discuss a possible STOLI violation. This misrepresentation is representative of additional misrepresentations contained within the Amended Complaint and will be highlighted in discovery in this action. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 68 of the Amended Complaint, including Footnote 8.

69. Wells Fargo states the change of beneficiary designations, transfer of ownership, and change in trustee forms referenced in Paragraph 69 of the Amended Complaint speaks for themselves, and denies the allegations and legal conclusions to the extent inconsistent therewith and/or to the extent they have been mischaracterized by Plaintiffs. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 69 of the Amended Complaint related to the communications between the Centurion Companies and other unnamed insurance companies, and on that basis, denies the allegations and legal conclusions. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 69 of the Amended Complaint.

B. Wells Fargo's Knowledge and Substantial Assistance as Securities Intermediary.

70. Wells Fargo admits that it resigned its role as Trustee for the only three life insurance policies at issue. Wells Fargo further admits it later negotiated terms and conditions to act as a Securities Intermediary as to certain life insurance policies. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 70 of the Amended Complaint.

71. Wells Fargo states the Securities Account Control and Custodian Agreements referenced in Paragraph 71 of the Amended Complaint speak for themselves, and denies the allegations and legal conclusions to the extent inconsistent therewith. Wells Fargo specifically

denies that it tracks information related to collateral assignments. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 71 of the Amended Complaint.

72. Wells Fargo states the Securities Account Control and Custodian Agreements referenced in Paragraph 72 of the Amended Complaint speak for themselves, and denies the allegations and legal conclusions to the extent inconsistent therewith. Wells Fargo specifically denies that it tracks information related to collateral assignments or that it had any knowledge of Class members having a purported claim to or security interest in the life settlement policies pledged or assigned to Teleios or DZ Bank. Notably, Plaintiffs provide no allegations as to Wells Fargo's purported knowledge in the Amended Complaint. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 72 of the Amended Complaint.

73. Wells Fargo states the Securities Intermediary Agreements referenced in Paragraph 73 of the Amended Complaint speak for themselves, and denies the allegations and legal conclusions to the extent inconsistent therewith. Wells Fargo specifically denies that it provided substantial assistance in furtherance of the Scheme and/or that it had knowledge of the Scheme. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 73 of the Amended Complaint.

74. Wells Fargo denies the allegations and legal conclusions of Paragraph 74 of the Amended Complaint.

75. Wells Fargo states the September 14, 2018 correspondence referenced (incorrectly identified in the Amended Complaint as September 24, 2018) in Paragraph 75 of the Amended Complaint speaks for itself, and denies the allegations and legal conclusions to the extent inconsistent therewith and to the extent such correspondence has been misinterpreted and/or misrepresented by Plaintiffs. Wells Fargo admits that it received certain grace notices. Wells

Fargo denies the remaining allegations and legal conclusions of Paragraph 75 of the Amended Complaint.

76. Wells Fargo states the September 14, 2018 correspondence referenced (incorrectly identified in the Amended Complaint as September 24, 2018) in Paragraph 76 of the Amended Complaint speaks for itself, and denies the allegations and legal conclusions to the extent inconsistent therewith and to the extent such correspondence has been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 76 of the Amended Complaint.

C. Wells Fargo's Knowledge and Substantial Assistance as Depository Bank.

77. Wells Fargo specifically denies that it provided substantial assistance in furtherance of the Scheme and/or that it had knowledge of the Scheme. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 77 of the Amended Complaint.

1. Wells Fargo's Duties to Know its Customers and the Nature of Their Business and Transactions.

78. Wells Fargo admits that it maintains a customer due diligence program, and further states that such due diligence program speaks for itself, and denies the allegations and legal conclusions of Paragraph 78 of the Amended Complaint to the extent inconsistent therewith and/or to the extent such statutory requirements or due diligence program has been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 78 of the Amended Complaint.

79. Wells Fargo denies the allegations and legal conclusions of Paragraph 79 of the Amended Complaint.

80. Wells Fargo states that its due diligence program speaks for itself, and denies the allegations and legal conclusions of Paragraph 80 of the Amended Complaint to the extent

inconsistent therewith and/or to the extent such statutory due diligence requirements or due diligence program has been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 80 of the Amended Complaint.

81. Wells Fargo states that its due diligence program speaks for itself, and denies the allegations and legal conclusions of Paragraph 81 of the Amended Complaint to the extent inconsistent therewith and/or to the extent such statutory due diligence requirements or due diligence program has been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 81 of the Amended Complaint.

82. Wells Fargo states that the Bank Secrecy Act (“BSA”), including the provisions within the BSA related to anti-money laundering (“AML”) speaks for itself, and denies the allegations and legal conclusions of Paragraph 82 of the Amended Complaint to the extent inconsistent therewith and/or to the extent the BSA has been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 82 of the Amended Complaint.

83. Wells Fargo states that the BSA, including the provisions within the BSA related to AML speaks for itself, and denies the allegations and legal conclusions of Paragraph 83 of the Amended Complaint to the extent inconsistent therewith and/or to the extent the BSA has been misinterpreted by Plaintiffs. Wells Fargo further states that the FFIEC BSA/AML Examination Manual speaks for itself, and denies any allegations and legal conclusions to the extent inconsistent therewith and/or to the extent such manual has been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 83 of the Amended Complaint.

84. Wells Fargo states that the FFIEC BSA/AML Examination Manual referenced in Paragraph 84 of the Amended Complaint speaks for itself, and denies any allegations and legal conclusions to the extent inconsistent therewith and/or to the extent such manual has been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 84 of the Amended Complaint.

85. Wells Fargo states that the FFIEC BSA/AML Examination Manual referenced in Paragraph 85 of the Amended Complaint speaks for itself, and denies any allegations and legal conclusions to the extent inconsistent therewith and/or to the extent such manual has been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 85 of the Amended Complaint.

86. Wells Fargo further states that the FFIEC BSA/AML Examination Manual referenced in Paragraph 86 of the Amended Complaint speaks for itself, and denies any allegations and legal conclusions to the extent inconsistent therewith and/or to the extent such manual has been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 86 of the Amended Complaint.

87. Wells Fargo admits that it maintains confidential, proprietary systems to monitor certain account activity pursuant to the BSA. Wells Fargo states that the BSA, including the provisions within the BSA related to AML speaks for itself, and denies the allegations and legal conclusions of Paragraph 87 of the Amended Complaint to the extent inconsistent therewith and/or to the extent the BSA has been misinterpreted by Plaintiffs. Wells Fargo further states that the FFIEC BSA/AML Examination Manual and other FFIEC guidance speaks for itself, and denies any allegations and legal conclusions to the extent inconsistent therewith and/or to the extent such

manual or guidance has been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 87 of the Amended Complaint.

88. Wells Fargo admits that it maintains confidential, proprietary systems to monitor certain account activity pursuant to the BSA. Wells Fargo states that the BSA's requirements, including the provisions within the BSA related to AML speaks for themselves, and denies the allegations and legal conclusions of Paragraph 88 of the Amended Complaint to the extent inconsistent therewith and/or to the extent the BSA has been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 88 of the Amended Complaint.

89. Wells Fargo states that the BSA's requirements, including the provisions within the BSA related to AML speaks for themselves, and denies the allegations and legal conclusions of Paragraph 89 of the Amended Complaint to the extent inconsistent therewith and/or to the extent the BSA has been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 89 of the Amended Complaint.

90. Wells Fargo admits that it maintains confidential, proprietary systems that monitor certain account activity and retains information related to its customers pursuant to the BSA. Wells Fargo states that the BSA's requirements, including the provisions within the BSA related to AML speaks for themselves, and denies the allegations and legal conclusions of Paragraph 90 of the Amended Complaint to the extent inconsistent therewith and/or to the extent the BSA has been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 90 of the Amended Complaint.

91. Wells Fargo admits that it maintains certain procedures in accordance with the BSA and its enacting regulations, and states that such procedures speak for themselves. Wells Fargo

denies the allegations and legal conclusions of Paragraph 91 of the Amended Complaint to the extent inconsistent therewith and/or to the extent such regulations have been misinterpreted by Plaintiffs.

92. Wells Fargo states that the BSA and its enacting regulations speak for themselves, and denies the allegations and legal conclusions of Paragraph 92 of the Amended Complaint to the extent inconsistent therewith and/or to the extent such regulations have been misinterpreted by Plaintiffs.

93. Wells Fargo admits that it collects certain information from its customers at account opening pursuant to its account opening procedures. Wells Fargo further states that such procedures speak for themselves, and denies the allegations and legal conclusions of Paragraph 93 of the Amended Complaint to the extent inconsistent therewith and/or to the extent such procedures have been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 93 of the Amended Complaint.

94. Wells Fargo admits that it assigns risk ratings to its customers pursuant to its confidential procedures, and that such ratings may change over time. Wells Fargo further states that such procedures speak for themselves, and denies the allegations and legal conclusions of Paragraph 94 of the Amended Complaint to the extent inconsistent therewith and/or to the extent such procedures have been misinterpreted by Plaintiffs.

95. Wells Fargo admits that it maintains confidential, proprietary systems that monitor certain account activity and retains information related to its customers pursuant to the BSA. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 95 of the Amended Complaint.

96. Wells Fargo admits that it maintains internal controls pursuant to the BSA and otherwise. Wells Fargo states that the BSA's requirements, including the provisions within the BSA related to AML speak for themselves, and denies the allegations and legal conclusions of Paragraph 96 of the Amended Complaint to the extent inconsistent therewith and/or to the extent the BSA has been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 96 of the Amended Complaint.

97. Wells Fargo admits that it conducts independent testing of its compliance/training pursuant to the BSA and otherwise, and states that such independent testing is set forth in Wells Fargo's procedures, which speak for themselves. Wells Fargo denies the allegations and legal conclusions of Paragraph 97 of the Amended Complaint to the extent inconsistent therewith and/or to the extent such procedures have been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 97 of the Amended Complaint.

98. Wells Fargo admits that it maintains internal controls pursuant to the BSA and otherwise, and states that such internal controls, including Wells Fargo's customer due diligence program(s), are set forth in Wells Fargo's procedures, which speak for themselves. Wells Fargo denies the allegations and legal conclusions of Paragraph 98 of the Amended Complaint to the extent inconsistent therewith and/or to the extent such procedures have been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 98 of the Amended Complaint.

99. Wells Fargo admits that it maintains internal controls pursuant to the BSA and otherwise, and states that such internal controls, including Wells Fargo's customer due diligence program(s) are set forth in Wells Fargo's procedures, which speak for themselves. Wells Fargo denies the allegations and legal conclusions of Paragraph 99 of the Amended Complaint to the

extent inconsistent therewith and/or to the extent such procedures have been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 99 of the Amended Complaint.

100. Wells Fargo admits that it maintains confidential, proprietary systems that monitor certain account activity and retains information related to its customers pursuant to the BSA. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 100 of the Amended Complaint as stated.

101. Wells Fargo denies the allegations and legal conclusions of Paragraph 101 of the Amended Complaint as stated.

102. Wells Fargo states that federal agencies' actions speak for themselves, and denies the allegations in Paragraph 102 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo denies any relevance of the allegations contained in Paragraph 102 of the Amended Complaint. Wells Fargo denies the remaining allegations of Paragraph 102 of the Amended Complaint.

103. Wells Fargo states that, from time to time, it makes changes to its banking practices, including but not limited to its risk-management framework. Wells Fargo admits that over time and from time to time, Wells Fargo has updated its account monitoring processes and systems. Wells Fargo denies any relevance of the allegations contained in Paragraph 103 of the Amended Complaint. Wells Fargo denies the remaining allegations of Paragraph 103 of the Amended Complaint.

104. Wells Fargo states that, from time to time, it makes changes to its banking practices, including but not limited to its risk-management framework. Wells Fargo denies any relevance of

the allegations contained in Paragraph 104 of the Amended Complaint. Wells Fargo denies the remaining allegations of Paragraph 104 of the Amended Complaint.

105. Wells Fargo states that 2015 Consent Order speaks for itself, and denies the allegations in Paragraph 105 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo denies any relevance of the allegations contained in Paragraph 105 of the Amended Complaint. Wells Fargo denies the remaining allegations of Paragraph 105 of the Amended Complaint.

106. Wells Fargo states that 2015 Consent Order speaks for itself, and denies the allegations in Paragraph 106 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo denies any relevance of the allegations contained in Paragraph 106 of the Amended Complaint. Wells Fargo denies the remaining allegations of Paragraph 106 of the Amended Complaint.

107. Wells Fargo states that 2015 Consent Order speaks for itself, and denies the allegations in Paragraph 107 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo denies any relevance of the allegations contained in Paragraph 107 of the Amended Complaint. Wells Fargo denies the remaining allegations of Paragraph 107 of the Amended Complaint.

108. Wells Fargo states that 2015 Consent Order speaks for itself, and denies the allegations in Paragraph 108 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo denies any relevance of the allegations contained in Paragraph 108 of the Amended Complaint. Wells Fargo denies the remaining allegations of Paragraph 108 of the Amended Complaint.

109. Wells Fargo states that testimony referenced in Paragraph 109 of the Amended Complaint speaks for itself, and denies the allegations in Paragraph 109 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo denies any relevance of the allegations contained in Paragraph 109 of the Amended Complaint.

110. Wells Fargo states that statements and consent orders referenced in Paragraph 110 of the Amended Complaint speak for themselves, and denies the allegations in Paragraph 110 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo denies any relevance of the allegations contained in Paragraph 110 of the Amended Complaint. Wells Fargo denies the remaining allegations of Paragraph 110 of the Amended Complaint.

111. Wells Fargo states that statements referenced in Paragraph 111 of the Amended Complaint speak for themselves, and denies the allegations in Paragraph 111 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo denies any relevance of the allegations contained in Paragraph 111 of the Amended Complaint. Wells Fargo denies the remaining allegations of Paragraph 111 of the Amended Complaint.

112. Wells Fargo admits that it maintains internal controls pursuant to the BSA and otherwise, and states that such internal controls (set forth in Wells Fargo's procedures), speak for themselves. Wells Fargo denies the allegations and legal conclusions of Paragraph 112 of the Amended Complaint to the extent inconsistent therewith and/or to the extent such procedures and processes have been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 112 of the Amended Complaint.

113. Wells Fargo states that it is the responsibility of all employees to comply with anti-money laundering statutes and regulations, and that an employee's specific responsibilities

necessarily will vary depending on their respective role. Wells Fargo denies the remaining allegations of Paragraph 113 of the Amended Complaint.

114. Wells Fargo states that it is the responsibility of all employees to comply with anti-money laundering statutes and regulations, and that an employee's specific responsibilities necessarily will vary depending on their respective role. Wells Fargo denies the remaining allegations of Paragraph 114 of the Amended Complaint.

115. Wells Fargo states that the AML training referenced in Paragraph 115 of the Amended Complaint speaks for itself, and denies the allegations in Paragraph 115 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo denies the remaining allegations of Paragraph 115 of the Amended Complaint.

116. Wells Fargo states that certain processes are overseen at its individual branches. Wells Fargo denies the remaining allegations of Paragraph 116 of the Amended Complaint.

117. Wells Fargo states that Wells Fargo Code of Ethics and Business Conduct referenced in Paragraph 117 of the Amended Complaint speaks for itself, and denies the allegations in Paragraph 117 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo denies the remaining allegations of Paragraph 117 of the Amended Complaint.

118. Wells Fargo states that the account opening procedures referenced in Paragraph 118 of the Amended Complaint speak for themselves, and denies the allegations in Paragraph 118 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo denies the remaining allegations of Paragraph 118 of the Amended Complaint.

119. Wells Fargo states that the account opening procedures referenced in Paragraph 119 of the Amended Complaint speak for themselves, and denies the allegations in Paragraph 119

of the Amended Complaint to the extent inconsistent therewith. Wells Fargo denies the remaining allegations of Paragraph 119 of the Amended Complaint.

120. Wells Fargo states that the account opening and monitoring procedures referenced in Paragraph 120 of the Amended Complaint speak for themselves, and denies the allegations in Paragraph 120 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo denies the remaining allegations of Paragraph 120 of the Amended Complaint.

121. Wells Fargo states that the wire transfer procedures referenced in Paragraph 121 of the Amended Complaint speak for themselves, and denies the allegations in Paragraph 121 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo denies the remaining allegations of Paragraph 121 of the Amended Complaint.

122. Wells Fargo states that the wire transfer procedures referenced in Paragraph 122 of the Amended Complaint speak for themselves, and denies the allegations in Paragraph 122 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo denies the remaining allegations of Paragraph 122 of the Amended Complaint.

123. Wells Fargo states that the wire transfer procedures referenced in Paragraph 123 of the Amended Complaint speak for themselves, and denies the allegations in Paragraph 123 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo denies the remaining allegations of Paragraph 123 of the Amended Complaint.

124. Wells Fargo states that the wire transfer procedures referenced in Paragraph 124 of the Amended Complaint speak for themselves, and denies the allegations in Paragraph 124 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo denies the remaining allegations of Paragraph 124 of the Amended Complaint.

125. Wells Fargo states that the check processing procedures referenced in Paragraph 125 of the Amended Complaint speak for themselves, and denies the allegations in Paragraph 125 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo denies the remaining allegations of Paragraph 125 of the Amended Complaint.

126. Wells Fargo states that its check processing procedures referenced in Paragraph 126 of the Amended Complaint speak for themselves, and denies the allegations in Paragraph 126 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo denies the remaining allegations of Paragraph 126 of the Amended Complaint.

127. Wells Fargo admits that certain activity may trigger additional reviews pursuant to Wells Fargo's procedures and processes. Wells Fargo states that such processes and procedures speak for themselves, and denies the allegations in Paragraph 127 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo denies the remaining allegations in Paragraph 127 of the Amended Complaint as phrased.

128. Wells Fargo states that the Balance Fluctuation Reports referenced in Paragraph 128 of the Amended Complaint speak for themselves, and denies the allegations in Paragraph 128 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 128 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

129. Wells Fargo states that the Balance Fluctuation Reports referenced in Paragraph 129 of the Amended Complaint speak for themselves, and denies the allegations in Paragraph 129 of the Amended Complaint to the extent inconsistent therewith.

130. Wells Fargo admits the allegations of Paragraph 130 of the Amended Complaint.

131. Wells Fargo states that it utilizes a number of methods/platforms to monitor certain account activity, including but not limited to Actimize at certain points in time. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 131 of the Amended Complaint.

132. Wells Fargo states the allegations contained in Paragraph 132 of the Amended Complaint are directed at a non-party to this matter and, thus, no response is required from Wells Fargo. To the extent that Plaintiffs contend that a response is required, Wells Fargo is without sufficient knowledge or information to admit or deny those allegations, including because Actimize provides a variety of services, and, therefore, denies those allegations.

133. Wells Fargo states the allegations and legal conclusions contained in Paragraph 133 of the Amended Complaint are directed at a non-party to this matter and, thus, no response is required from Wells Fargo. To the extent that Plaintiffs contend that a response is required, Wells Fargo is without sufficient knowledge or information to admit or deny those allegations, including because Actimize provides a variety of services, and, therefore, denies those allegations.

134. Wells Fargo states that at certain points in time, it utilizes Actimize products as a method to monitor certain account activity of Wells Fargo's customers, and, in doing so receives alerts related to such activity from time to time. Wells Fargo is without sufficient knowledge or information to admit or deny the remaining allegations of Paragraph 134 of the Amended Complaint, including because Actimize provides a variety of services, and, therefore, denies those allegations.

2. Wells Fargo's Improprieties in Opening and Maintaining Accounts in Furtherance of the Scheme.

135. Wells Fargo admits that it opened accounts for the PLC entities at Wells Fargo. Wells Fargo specifically denies the allegations of Paragraph 135 of the Amended Complaint that contend Wells Fargo was aware of, involved in, or enabled any such "fraudulent scheme." Wells

Fargo is without sufficient knowledge or information to admit or deny the remaining allegations of Paragraph 135 of the Amended Complaint, and, therefore, denies those allegations.

136. Wells Fargo denies the characterization of its business relationship with the entities as alleged. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 136 of the Amended Complaint.

137. Wells Fargo denies the allegations of Paragraph 137 of the Amended Complaint related to certain account applications as phrased. Wells Fargo further states the account applications referenced in Paragraph 137 of the Amended Complaint speak for themselves, and denies the allegations and legal conclusions to the extent inconsistent therewith and to the extent such applications have been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 137 of the Amended Complaint.

138. Wells Fargo denies the allegations and legal conclusions of Paragraph 138 of the Amended Complaint.

139. Wells Fargo states the October 1, 2015 email communication referenced in Paragraph 139 of the Amended Complaint speaks for itself, and denies the allegations and legal conclusions to the extent inconsistent therewith and to the extent such email communication has been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 139 of the Amended Complaint.

140. Wells Fargo denies the allegations and legal conclusions of Paragraph 140 of the Amended Complaint.

141. Wells Fargo denies the allegations and legal conclusions of Paragraph 141 of the Amended Complaint.

142. Wells Fargo denies the allegations and legal conclusions of Paragraph 142 of the Amended Complaint.

143. Wells Fargo admits that it opened accounts for the PLC entities at Wells Fargo. Wells Fargo states that the account opening documents referenced in Paragraph 143 of the Amended Complaint speak for themselves, and denies the allegations in Paragraph 143 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 143 of the Amended Complaint.

144. Wells Fargo states that the email referenced in Paragraph 144 of the Amended Complaint speaks for itself, and denies the allegations in Paragraph 144 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo denies the allegations and legal conclusions of Paragraph 144 of the Amended Complaint, including to the extent Plaintiffs' have mischaracterized same.

145. Wells Fargo states that the account opening documents referenced in Paragraph 145 of the Amended Complaint speak for themselves, and denies the allegations in Paragraph 145 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 145 of the Amended Complaint.

146. Wells Fargo states that the account opening documents and emails referenced in Paragraph 146 of the Amended Complaint speak for themselves, and denies the allegations in Paragraph 146 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo denies the allegations and legal conclusions of Paragraph 146 of the Amended Complaint, including to the extent Plaintiffs' have mischaracterized same.

147. Wells Fargo denies the allegations and legal conclusions of Paragraph 147 of the Amended Complaint.

148. Wells Fargo states the correspondence and account applications referenced in Paragraph 148 of the Amended Complaint speak for themselves, and denies the allegations and legal conclusions to the extent inconsistent therewith. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 148 of the Amended Complaint, including the extent Plaintiffs' have mischaracterized the referenced account opening applications or Wells Fargo's account opening process.

149. Wells Fargo states the account applications referenced in Paragraph 149 of the Amended Complaint speak for themselves, and denies the allegations and legal conclusions to the extent inconsistent therewith. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 149 of the Amended Complaint, including the extent Plaintiffs' have mischaracterized the referenced account opening applications or Wells Fargo's account opening process.

150. Wells Fargo denies the allegations and legal conclusions of Paragraph 150 of the Amended Complaint.

151. Wells Fargo denies the allegations and legal conclusions of Paragraph 151 of the Amended Complaint.

152. Wells Fargo admits that it maintained certain banking accounts for the Centurion Companies. Wells Fargo further states that the account opening documents referenced in Paragraph 152 of the Amended Complaint speak for themselves, and denies the allegations in Paragraph 152 of the Amended Complaint to the extent inconsistent therewith.

153. Wells Fargo specifically denies that all (or any) of the life insurance policies were STOLIs, that Wells Fargo was aware that such policies were STOLIs (to the extent applicable),

and/or that the owning/servicing of the policies was improper. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 153 of the Amended Complaint.

154. Wells Fargo states the Security Procedure Agreements referenced in Paragraph 154 of the Amended Complaint speak for themselves, and denies the allegations and legal conclusions to the extent inconsistent therewith and to the extent such Security Procedure Agreements have been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 154 of the Amended Complaint.

155. Wells Fargo denies the allegations and legal conclusions of Paragraph 155 of the Amended Complaint.

3. Wells Fargo's Complicity in Knowingly Assisting Obvious Fraudulent Account Transactions.

156. Wells Fargo denies the allegations and legal conclusions of Paragraph 156 of the Amended Complaint.

157. Wells Fargo states the banking transactions referenced in Paragraph 157 of the Amended Complaint speak for themselves, and denies the allegations and legal conclusions to the extent inconsistent therewith and to the extent such transactions have been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 157 of the Amended Complaint.

158. Wells Fargo states the banking transactions, business information, and notes referenced in Paragraph 158 of the Amended Complaint, including subparagraphs (a) through (d), speak for themselves, and denies the allegations and legal conclusions to the extent inconsistent therewith and to the extent such banking transactions, business information, and notes have been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 158 of the Amended Complaint, including subparagraphs (a) through (d).

159. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 159 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

160. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 160 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

4. Other Specific Examples of Wells Fargo's Actions and Material Omissions in Knowing Furtherance of the Scheme.

161. Wells Fargo states the banking transactions referenced in Paragraph 161 of the Amended Complaint, including subparagraphs (a) through (x) speak for themselves, and denies the allegations and legal conclusions to the extent inconsistent therewith and to the extent such transactions have been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 161, including subparagraphs (a) through (x) of the Amended Complaint.

162. Wells Fargo states the banking transactions referenced in Paragraph 162 of the Amended Complaint speak for themselves, and denies the allegations and legal conclusions to the extent inconsistent therewith and to the extent such transactions have been misinterpreted by Plaintiffs. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 162 of the Amended Complaint.

PLAINTIFFS KLEINBART'S AND MILLSTEIN'S INVESTMENT IN THE NOTES

163. Wells Fargo states that the notes referenced in Paragraph 163 of the Amended Complaint speak for themselves, and denies the allegations in Paragraph 163 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo lacks sufficient knowledge or information to admit or deny the remaining allegations and legal conclusions contained in

Paragraph 163 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

164. Wells Fargo states that the notes referenced in Paragraph 164 of the Amended Complaint speak for themselves, and denies the allegations in Paragraph 164 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo lacks sufficient knowledge or information to admit or deny the remaining allegations and legal conclusions contained in Paragraph 164 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

165. Wells Fargo states that the notes referenced in Paragraph 165 of the Amended Complaint speak for themselves, and denies the allegations in Paragraph 165 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo lacks sufficient knowledge or information to admit or deny the remaining allegations and legal conclusions contained in Paragraph 165 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

166. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 166 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

167. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 167 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

168. Wells Fargo states that the notes referenced in Paragraph 168 of the Amended Complaint speak for themselves, and denies the allegations in Paragraph 168 of the Amended Complaint to the extent inconsistent therewith. Wells Fargo lacks sufficient knowledge or

information to admit or deny the remaining allegations and legal conclusions contained in Paragraph 168 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

169. Wells Fargo denies the allegations and legal conclusions of Paragraph 169 of the Amended Complaint.

CLASS ACTION ALLEGATIONS

NUMEROSITY

170. Wells Fargo admits that Plaintiffs purport to bring this lawsuit as a class action, but denies that a class can be certified under the allegations of the Amended Complaint. Wells Fargo further admits that Plaintiff purports to define a class in Paragraph 170 of the Amended Complaint, but denies that a class, as defined by Plaintiffs in Paragraph 170 of the Amended Complaint, can be certified under the allegations of the Amended Complaint. Wells Fargo denies the remaining allegations and legal conclusions in Paragraph 170 of the Amended Complaint.

171. Wells Fargo denies the allegations and legal conclusions in Paragraph 171 of the Amended Complaint, and further denies that a class can be certified under the allegations of the Amended Complaint.

172. Wells Fargo denies the allegations and legal conclusions in Paragraph 172 of the Amended Complaint, and further denies that a class can be certified under the allegations of the Amended Complaint.

COMMONALITY

173. Wells Fargo denies the allegations and legal conclusions in Paragraph 173 of the Amended Complaint, including subparagraphs (a) through (m), and further denies that a class can be certified under the allegations of the Amended Complaint.

TYPICALITY

174. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 174 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions. Wells Fargo further denies that a class can be certified under the allegations of the Amended Complaint.

ADEQUACY OF REPRESENTATION

175. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 175 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions. Wells Fargo further denies that a class can be certified under the allegations of the Amended Complaint.

176. Wells Fargo admits that the law firms referenced in Paragraph 176 of the Amended Complaint represent Plaintiffs. Wells Fargo lacks sufficient knowledge or information to admit or deny the remaining allegations and legal conclusions contained in Paragraph 176 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions. Wells Fargo further denies that a class can be certified under the allegations of the Amended Complaint.

LEGAL CLAIMS

COUNT I:

AIDING AND ABETTING BREACH OF FIDUCIARY DUTIES

177. Wells Fargo incorporates and re-alleges its responses to Paragraphs 1 through 169 of the Amended Complaint as though fully set forth herein.

178. Wells Fargo states the allegations and legal conclusions contained in Paragraph 178 of the Amended Complaint are not directed at Wells Fargo, thus, no response is required from Wells Fargo. To the extent that Plaintiffs contend that a response is required, Wells Fargo is

without sufficient knowledge or information to admit or deny those allegations and, therefore, denies those allegations.

179. Wells Fargo states the allegations and legal conclusions contained in Paragraph 179 of the Amended Complaint, including subparagraphs (a) through (i) are not directed at Wells Fargo, thus, no response is required from Wells Fargo. To the extent that Plaintiffs contend that a response is required, Wells Fargo is without sufficient knowledge or information to admit or deny those allegations and, therefore, denies those allegations.

180. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 180 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

181. Wells Fargo denies the allegations and legal conclusions of Paragraph 181 of the Amended Complaint.

182. Wells Fargo admits that it provided routine banking services to certain entities referenced in Paragraph 182 of the Amended Complaint. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 182 of the Amended Complaint.

183. Wells Fargo denies the allegations and legal conclusions of Paragraph 183 of the Amended Complaint.

184. Wells Fargo denies the allegations and legal conclusions of Paragraph 184 of the Amended Complaint.

185. Wells Fargo denies the allegations and legal conclusions of Paragraph 185, including subparagraphs (a) through (i), of the Amended Complaint.

186. Wells Fargo admits that it provided routine banking services to certain entities referenced in Paragraph 186 of the Amended Complaint. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 186 of the Amended Complaint.

187. Wells Fargo denies the allegations and legal conclusions of Paragraph 187 of the Amended Complaint.

Wells Fargo denies the allegations in the WHEREFORE clause following Paragraph 187 of the Amended Complaint, including subparagraphs (a) through (d) and further denies that Plaintiffs have stated a claim or are entitled to any of the relief sought in the Amended Complaint.

COUNT II:
AIDING AND ABETTING FRAUD

188. Wells Fargo incorporates and re-alleges its responses to Paragraphs 1 through 169 of the Amended Complaint as though fully set forth herein.

189. Wells Fargo states the allegations and legal conclusions contained in Paragraph 189 of the Amended Complaint, including subparagraphs (a) through (i) are not directed at Wells Fargo, thus, no response is required from Wells Fargo. To the extent that Plaintiffs contend that a response is required, Wells Fargo is without sufficient knowledge or information to admit or deny those allegations and, therefore, denies those allegations.

190. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 190 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

191. Wells Fargo denies the allegations and legal conclusions of Paragraph 191 of the Amended Complaint.

192. Wells Fargo specifically denies the allegations and legal conclusions of Paragraph 192 of the Amended Complaint that contend Wells Fargo “knew that the PLCs transferred large

sums of money by and between their accounts without any legitimate business purpose.” Wells Fargo lacks sufficient knowledge or information to admit or deny the remaining allegations and legal conclusions contained in Paragraph 192 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

193. Wells Fargo denies the allegations and legal conclusions of Paragraph 193 of the Amended Complaint.

194. Wells Fargo denies the allegations and legal conclusions of Paragraph 194 of the Amended Complaint.

195. Wells Fargo denies the allegations and legal conclusions of Paragraph 195 of the Amended Complaint, including subparagraphs (a) through (i).

196. Wells Fargo admits that it provided routine banking services to certain entities referenced in Paragraph 196 of the Amended Complaint. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 196 of the Amended Complaint.

197. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 197 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

198. Wells Fargo lacks sufficient knowledge or information to admit or deny the allegations and legal conclusions contained in Paragraph 198 of the Amended Complaint, and on that basis, denies the allegations and legal conclusions.

199. Wells Fargo denies the allegations and legal conclusions of Paragraph 199 of the Amended Complaint.

Wells Fargo denies the allegations in the WHEREFORE clause following Paragraph 199 of the Amended Complaint, including subparagraphs (a) through (d) and further denies that Plaintiffs have stated a claim or are entitled to any of the relief sought in the Amended Complaint.

**COUNT III:
UNJUST ENRICHMENT**

200. Wells Fargo incorporates and re-alleges its responses to Paragraphs 1 through 169 of the Amended Complaint as though fully set forth herein.

201. Wells Fargo admits that it provided routine banking services to certain entities referenced in Paragraph 201 of the Amended Complaint. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 201 of the Amended Complaint.

202. Wells Fargo admits that it provided routine banking services to certain entities referenced in Paragraph 202 of the Amended Complaint, and, received and retained certain fees pursuant to the applicable Wells Fargo account agreements related to same. Wells Fargo denies the remaining allegations and legal conclusions of Paragraph 202 of the Amended Complaint.

203. Wells Fargo denies the allegations and legal conclusions of Paragraph 203 of the Amended Complaint.

204. Wells Fargo denies the allegations and legal conclusions of Paragraph 204 of the Amended Complaint.

Wells Fargo denies the allegations in the WHEREFORE clause following Paragraph 204 of the Amended Complaint, and further denies that Plaintiffs have stated a claim or are entitled to any of the relief sought in the Amended Complaint.

GENERAL DENIAL

Wells Fargo denies each and every allegation not specifically admitted herein.

AFFIRMATIVE DEFENSES

Wells Fargo states the following defenses to Plaintiffs' First Amended Complaint without assuming the burden of proof on any such defense that would otherwise rest on Plaintiffs. Wells Fargo reserves the right to amend and/or supplement its responses to Plaintiffs' allegations, as well as these avoidances and defenses, as additional information is obtained through the discovery process or otherwise. Moreover, Wells Fargo relies upon the facts alleged above to form the basis of the below affirmative defenses and, where appropriate, incorporates herein those allegations:

FIRST AFFIRMATIVE DEFENSE (Failure to State a Claim)

Withdrawn.

SECOND AFFIRMATIVE DEFENSE (Negligence By Third Parties).

The negligence or other culpable conduct of other persons, forces, and/or things over which Wells Fargo is not responsible proximately caused or contributed to the alleged injuries and damages of Plaintiffs and, therefore, any recovery of Plaintiffs is barred or must be reduced in proportion to the amount of the negligence or other culpable conduct attributable to such other persons, entities, forces, and/or things. Wells Fargo asserts this defense to the extent Plaintiffs' claims are premised on Wells Fargo's alleged negligent conduct (*see* Amended Compl. ¶ 73 and ¶ 173). *See Doherty v. Allianz Life Ins. Co. of N. Am.*, No. 218CV377FTM29NPM, 2019 WL 5268721 (M.D. Fla. Oct. 17, 2019).

Wells Fargo asserts that any damages awarded to Plaintiffs is subject to apportionment pursuant to section 768.81, Florida Statutes, and *Fabre v. Marin*, 623 So. 2d 782 (Fla. 1993). All at-fault persons or entities are unknown to Wells Fargo, and discovery remains ongoing. At this time, the potential at-fault parties include, but are not limited to, the following in addition to Plaintiffs themselves: Marshal Seeman; Eric Holtz; Alan Hodge; National Senior Insurance, Inc.

(“NSI”) d/b/a Seeman Holtz Insurance Services, Inc; Integrity Assets 2016, LLC; Integrity Assets, LLC; Integrity Longevity Investments, LLC; Integrity Longevity Investments, LLC; Anthony Lombardo; Para Longevity 2012, LLC; Para Longevity 2012-5 LLC; Para Longevity 2014, LLC; Para Longevity 2014-5, LLC; Para Longevity 2015-3, LLC; Para Longevity 2015-5, LLC; Para Longevity 2016-3, LLC; Para Longevity 2016-5, LLC; Para Longevity 2018-3, LLC; Para Longevity 2018-5, LLC; Para Longevity 2019-3, LLC; Para Longevity 2019-5, LLC; Para Longevity 2019-7, LLC; Para Longevity Investments, LLC; Para Longevity VI, LLC; Para Longevity Holdings VII LLC; Paraveda Investments V, Inc.; Brian Schwartz; Seeman Holtz Global LLC; Seeman Holtz Property and Casualty, LLC; Seeman Holtz Wealth Management; Seeman-Holtz Consulting Corp.; SH Global, LLC N/K/A Para Longevity V, LLC; Signal Point Capital, LLC; Frederick Tan; and Neal Mellert.

Specifically, the scheme at the heart of Plaintiffs’ claims was perpetrated by the above *Fabre* Defendants, not Wells Fargo. As alleged in the Amended Complaint, the Seeman and Holtz entities—not Wells Fargo—“created the PLCs to solicit funds from investors through the sale of Notes purportedly to fund the purchase and payment of premiums for STOLIs;” “lured” Plaintiffs “to invest in the Notes issued by the PLCs;” and “diverted money from legitimate business operations . . . [i]nstead of paying Plaintiffs and the Class from the funds generated by the death benefits of the STOLIs securing their PLC Notes.” *See* Amended Compl. ¶¶ 33, 35, 42. Moreover, upon information and belief, Plaintiffs invested in the PLCs through the sale of promissory notes knowing that the Notes and the PLCs business model are subject to numerous potential risks and conflicts of interest. *See id.* ¶ 37 (“each of the Note offerings that described the purported investment opportunity, risk of loss, and other material matters.”).

Pursuant to *Nash v. Wells Fargo*, 678 So. 2d 1262 (Fla. 1996), Wells Fargo will seek to amend these Affirmative Defenses as soon as practical upon identifying any other potential non-party *Fabre* Defendant. Wells Fargo notices its intent to include on the verdict form all persons or entities shown during discovery or investigation to have been at fault, in whole or in part, for the damages alleged to have been suffered by Plaintiffs.

THIRD AFFIRMATIVE DEFENSE
(Failure to Mitigate Damages)

Plaintiffs failed to take proper and reasonable steps to avoid, minimize, or mitigate Plaintiffs' alleged damages and, to the extent of such failure, the damages allegedly incurred by Plaintiffs, if any, should be reduced accordingly or eliminated entirely. This is including but not limited to because upon information and belief, Plaintiffs (i) failed to appropriately investigate their investment(s) and potential investments prior to doing business with NSI; and (ii) failed to adequately monitor their investment, especially since they knew or should have known that any investment, including the Notes and the PLC's business model were and/or are subject to numerous potential risks and conflicts of interest. Discovery remains ongoing and more facts may be revealed in support of this defense.

FOURTH AFFIRMATIVE DEFENSE
(Unclean Hands)

Plaintiffs' claims are barred, in whole or in part, by the doctrine of unclean hands. This is including but not limited to because upon information and belief, certain of the Plaintiffs and/or the purported class benefited from the scheme alleged in the Complaint, including by receiving benefits related to their respective investments over the course of their business relationship with NSI, including at rates higher than alternative investment options. Moreover, certain of the Plaintiffs and/or the purported class, including Martin Kleinbart, engaged in multiple investments with NSI over the course of their relationship. Further, Wells Fargo anticipates that Plaintiffs

and/or some of the purported class may have been aware of any STOLI policies to the extent such policies exist and knowingly invested in STOLI policies. Discovery remains ongoing and more facts may be revealed in support of this defense.

FIFTH AFFIRMATIVE DEFENSE
(In Pari Delicto)

Plaintiffs' claims are barred, in whole or in part, by the doctrine of in pari delicto. This is including but not limited to because upon information and belief, certain of the Plaintiffs and/or the purported class benefited from the scheme alleged in the Complaint, including by receiving benefits related to their respective investments over the course of their business relationship with NSI, including at rates higher than alternative investment options. Moreover, certain of the Plaintiffs and/or the purported class, including Martin Kleinbart, engaged in multiple investments with NSI over the course of their relationship. Further, Wells Fargo anticipates that Plaintiffs and/or some of the purported class may have been aware of any STOLI policies to the extent such policies exist and knowingly invested in STOLI policies. Discovery remains ongoing and more facts may be revealed in support of this defense.

SIXTH AFFIRMATIVE DEFENSE
(Laches)

Plaintiffs' claims are barred, in whole or in part, by the doctrine of laches. Specifically, upon information and belief, Plaintiffs unreasonably delayed asserting their claim against Wells Fargo. Specifically, the issue date for the Note for Fanny B. Millstein is January 13, 2017. *See* Amended Compl. ¶ 163. The issue dates for the Notes for Martin Kleinbart are September 14, 2017, October 23, 2018, February 8, 2019, February 8, 2019, and September 12, 2019. Importantly, the OFR action was initiated in 2021. *See id.*, ¶ 11. Plaintiffs, however, failed to initiate this lawsuit until 2024. This delay was and/or is detrimental to Wells Fargo because it has negatively impacted Wells Fargo's ability to defend this case due to the passage of time and/or the

death of the schemers with actual responsibility for all of Plaintiffs' damages. Discovery remains ongoing and more facts may be revealed in support of this defense.

SEVENTH AFFIRMATIVE DEFENSE
(Estoppel)

Plaintiffs are estopped by the action of law or by conduct from maintaining the Amended Complaint filed in this case. This is including but not limited to because, Plaintiffs through their investment(s) with NSI authorized and/or represented to Wells Fargo that NSI could take action on their behalf and for their benefit (despite knowing their investment could be lost, or its value decreased). Upon information and belief, Plaintiffs benefitted from such investments. However, it was not until their investment was lost that they sought to recoup it from Wells Fargo. Due to Plaintiffs' failures to timely alert Wells Fargo and/or monitor their own investments, they are estopped from maintaining their claims against Wells Fargo. Discovery remains ongoing and more facts may be revealed in support of this defense.

EIGHTH AFFIRMATIVE DEFENSE
(Co-Liability)

Wells Fargo alleges that any injury or damages which may have been sustained by Plaintiffs were proximately caused by the acts, errors or omissions of persons or entities other than Wells Fargo, and for whom Wells Fargo is not responsible. Wells Fargo asserts this defense to the extent Plaintiffs' claims are premised on Wells Fargo's alleged negligent conduct (*see* Amended Compl. ¶ 73 and ¶ 173). *See Doherty v. Allianz Life Ins. Co. of N. Am.*, No. 218CV377FTM29NPM, 2019 WL 5268721 (M.D. Fla. Oct. 17, 2019).

All at-fault persons or entities are unknown to Wells Fargo, and discovery remains ongoing. At this time, the potential at-fault parties include, but are not limited to, the following in addition to Plaintiffs themselves: Marshal Seeman; Eric Holtz; Alan Hodge; National Senior Insurance, Inc. ("NSI") d/b/a Seeman Holtz Insurance Services, Inc; Integrity Assets 2016, LLC;

Integrity Assets, LLC; Integrity Longevity Investments, LLC; Integrity Longevity Investments, LLC; Anthony Lombardo; Para Longevity 2012, LLC; Para Longevity 2012-5 LLC; Para Longevity 2014, LLC; Para Longevity 2014-5, LLC; Para Longevity 2015-3, LLC; Para Longevity 2015-5, LLC; Para Longevity 2016-3, LLC; Para Longevity 2016-5, LLC; Para Longevity 2018-3, LLC; Para Longevity 2018-5, LLC; Para Longevity 2019-3, LLC; Para Longevity 2019-5, LLC; Para Longevity 2019-7, LLC; Para Longevity Investments, LLC; Para Longevity VI, LLC; Para Longevity Holdings VI LLC; Paraveda Investments V, Inc.; Brian Schwartz; Seeman Holtz Global LLC; Seeman Holtz Property and Casualty, LLC; Seeman Holtz Wealth Management; Seeman-Holtz Consulting Corp.; SH Global, LLC N/K/A Para Longevity V, LLC; Signal Point Capital, LLC; Frederick Tan; and Neal Mellert. Discovery remains ongoing and more facts may be revealed in support of this defense.

Specifically, the scheme at the heart of Plaintiffs' claims was perpetrated by the above schemers, not Wells Fargo. As alleged in the Amended Complaint, the Seeman and Holtz entities—not Wells Fargo—“created the PLCs to solicit funds from investors through the sale of Notes purportedly to fund the purchase and payment of premiums for STOLIs;” “lured” Plaintiffs “to invest in the Notes issued by the PLCs;” and “diverted money from legitimate business operations . . . [i]nstead of paying Plaintiffs and the Class from the funds generated by the death benefits of the STOLIs securing their PLC Notes.” *See* Amended Compl. ¶¶ 33, 35, 42. Moreover, upon information and belief, Plaintiffs invested in the PLCs through the sale of promissory notes knowing that the Notes and the PLCs business model are subject to numerous potential risks and conflicts of interest. *See id.* ¶ 37 (“each of the Note offerings that described the purported investment opportunity, risk of loss, and other material matters.”). Discovery remains ongoing and more facts may be revealed in support of this defense.

NINTH AFFIRMATIVE DEFENSE
(Fault of Others)

If Plaintiffs suffered or sustained any loss, injury, damage, or detriment, the same was directly and proximately caused and contributed to by the breach, conduct, acts, omissions, activities, carelessness, recklessness, negligence, and/or intentional misconduct or intervening acts of other third parties, and not by Wells Fargo. Wells Fargo asserts this defense to the extent Plaintiffs' claims are premised on Wells Fargo's alleged negligent conduct (*see* Amended Compl. ¶ 73 and ¶ 173). *See Doherty v. Allianz Life Ins. Co. of N. Am.*, No. 218CV377FTM29NPM, 2019 WL 5268721 (M.D. Fla. Oct. 17, 2019).

All at-fault persons or entities are unknown to Wells Fargo, and discovery remains ongoing. At this time, the potential at-fault parties include, but are not limited to, the following in addition to Plaintiffs themselves: Marshal Seeman; Eric Holtz; Alan Hodge; National Senior Insurance, Inc. ("NSI") d/b/a Seeman Holtz Insurance Services, Inc; Integrity Assets 2016, LLC; Integrity Assets, LLC; Integrity Longevity Investments, LLC; Integrity Longevity Investments, LLC; Anthony Lombardo; Para Longevity 2012, LLC; Para Longevity 2012-5 LLC; Para Longevity 2014, LLC; Para Longevity 2014-5, LLC; Para Longevity 2015-3, LLC; Para Longevity 2015-5, LLC; Para Longevity 2016-3, LLC; Para Longevity 2016-5, LLC; Para Longevity 2018-3, LLC; Para Longevity 2018-5, LLC; Para Longevity 2019-3, LLC; Para Longevity 2019-5, LLC; Para Longevity 2019-7, LLC; Para Longevity Investments, LLC; Para Longevity VI, LLC; Para Longevity Holdings VI LLC; Paraveda Investments V, Inc.; Brian Schwartz; Seeman Holtz Global LLC; Seeman Holtz Property and Casualty, LLC; Seeman Holtz Wealth Management; Seeman-Holtz Consulting Corp.; SH Global, LLC N/K/A Para Longevity V, LLC; Signal Point Capital, LLC; Frederick Tan; and Neal Mellert. Discovery remains ongoing and more facts may be revealed in support of this defense.

Specifically, the scheme at the heart of Plaintiffs’ claims was perpetrated by the above schemers, not Wells Fargo. As alleged in the Amended Complaint, the Seeman and Holtz entities—not Wells Fargo—“created the PLCs to solicit funds from investors through the sale of Notes purportedly to fund the purchase and payment of premiums for STOLIs;” “lured” Plaintiffs “to invest in the Notes issued by the PLCs;” and “diverted money from legitimate business operations [i]nstead of paying Plaintiffs and the Class from the funds generated by the death benefits of the STOLIs securing their PLC Notes.” *See* Amended Compl. ¶¶ 33, 35, 42. Moreover, upon information and belief, Plaintiffs invested in the PLCs through the sale of promissory notes knowing that the Notes and the PLCs business model are subject to numerous potential risks and conflicts of interest. *See id.* ¶ 37 (“each of the Note offerings that described the purported investment opportunity, risk of loss, and other material matters.”). Discovery remains ongoing and more facts may be revealed in support of this defense.

TENTH AFFIRMATIVE DEFENSE
(Speculative Damages)

Wells Fargo alleges any damage or loss Plaintiffs did incur as a result of any act or conduct by Wells Fargo would be speculative at best and thus too uncertain for recovery. This is including but not limited to because it is unclear that Plaintiffs’ investments would have made money or been successful even absent the purported scheme. *See* Amended Compl. ¶ 37 (“each of the Note offerings that described the purported investment opportunity, risk of loss, and other material matters.”). Discovery remains ongoing and more facts may be revealed in support of this defense.

ELEVENTH AFFIRMATIVE DEFENSE
(Good Faith Conduct/Conformance with Applicable Standards)

Wells Fargo at all times acted in good faith and in conformance with all applicable government and industry standards, rules and regulations, thus precluding any recovery by Plaintiffs against Wells Fargo. Specifically, Wells Fargo acted in accordance with acceptable

standards in the banking industry, including through its opening of the PLC accounts and “Know Your Customer” due diligence. Wells Fargo also acted in accordance with the governing trust agreements as Trustee for the James S. Yakovakis, Albert Cohen, and William G. Walters trusts. For example, despite Plaintiffs’ allegations in Paragraph 67 of the Amended Complaint that Wells Fargo backdated its resignation as trustee, Plaintiffs fail to disclose that the governing resignation documents specifically provide that each party is deemed to have signed the agreement as of the effective date. Moreover, Wells Fargo never made any representations regarding life settlement policies as Plaintiffs claim in Paragraph 72 of the Complaint. For example, the language cited in the Complaint refers to Pledged Accounts. Plaintiffs fail to acknowledge, however, that the Pledged Account is defined in the Securities Account Agreement and references four specific bank accounts, not life settlement policies as the Plaintiffs allege. To the contrary, Wells Fargo was specifically indemnified for its role in the Securities Account Agreements and held harmless in connection with its role. Moreover, the governing trust agreements and Securities Account Agreements specifically limited Wells Fargo’s duties and responsibilities, contradicting Plaintiffs’ allegations. Wells Fargo’s role was administrative in nature, and Wells Fargo was wholly unaware of Plaintiffs’ investments and alleged collateral for those investments. In sum, Wells Fargo’s conformance with applicable industry standards (and good faith at all times) precludes Plaintiffs’ claims. Discovery remains ongoing and more facts may be revealed in support of this defense.

TWELFTH AFFIRMATIVE DEFENSE
(Lack of Causation)

The damages complained of were the result of the intervening and superseding actions of others and were not proximately caused by the actions or omissions of the Wells Fargo. *See e.g.*, Amended Compl. ¶¶ 32–42. Wells Fargo asserts this defense to the extent Plaintiffs’ claims are

premised on Wells Fargo’s alleged negligent conduct (*see* Amended Compl. ¶¶ 73 and ¶ 173). *See Doherty v. Allianz Life Ins. Co. of N. Am.*, No. 218CV377FTM29NPM, 2019 WL 5268721 (M.D. Fla. Oct. 17, 2019).

All at-fault persons or entities are unknown to Wells Fargo, and discovery remains ongoing. At this time, the potential at-fault parties include, but are not limited to, the following in addition to Plaintiffs themselves: Marshal Seeman; Eric Holtz; Alan Hodge; National Senior Insurance, Inc. (“NSI”) d/b/a Seeman Holtz Insurance Services, Inc; Integrity Assets 2016, LLC; Integrity Assets, LLC; Integrity Longevity Investments, LLC; Integrity Longevity Investments, LLC; Anthony Lombardo; Para Longevity 2012, LLC; Para Longevity 2012-5 LLC; Para Longevity 2014, LLC; Para Longevity 2014-5, LLC; Para Longevity 2015-3, LLC; Para Longevity 2015-5, LLC; Para Longevity 2016-3, LLC; Para Longevity 2016-5, LLC; Para Longevity 2018-3, LLC; Para Longevity 2018-5, LLC; Para Longevity 2019-3, LLC; Para Longevity 2019-5, LLC; Para Longevity 2019-7, LLC; Para Longevity Investments, LLC; Para Longevity VI, LLC; Para Longevity Holdings VI LLC; Paraveda Investments V, Inc.; Brian Schwartz; Seeman Holtz Global LLC; Seeman Holtz Property and Casualty, LLC; Seeman Holtz Wealth Management; Seeman-Holtz Consulting Corp.; SH Global, LLC N/K/A Para Longevity V, LLC; Signal Point Capital, LLC; Frederick Tan; and Neal Mellert.

These at-fault persons and/or entities are the cause of Plaintiffs’ loss, not Wells Fargo, and Plaintiffs would not have lost their investment but for the actions of NSI and the other Seeman Holtz entities. Specifically, the scheme at the heart of Plaintiffs’ claims was perpetrated by the above *Fabre* Defendants, not Wells Fargo. As alleged in the Amended Complaint, the Seeman and Holtz entities—not Wells Fargo—“created the PLCs to solicit funds from investors through the sale of Notes purportedly to fund the purchase and payment of premiums for STOLIs;” “lured”

Plaintiffs “to invest in the Notes issued by the PLCs;” and “diverted money from legitimate business operations . . . [i]nstead of paying Plaintiffs and the Class from the funds generated by the death benefits of the STOLIs securing their PLC Notes.” *See* Amended Compl. ¶¶ 33, 35, 42. Moreover, upon information and belief, Plaintiffs invested in the PLCs through the sale of promissory notes knowing that the Notes and the PLCs business model are subject to numerous potential risks and conflicts of interest. *See id.* ¶ 37 (“each of the Note offerings that described the purported investment opportunity, risk of loss, and other material matters.”). Discovery remains ongoing and more facts may be revealed in support of this defense.

THIRTEENTH AFFIRMATIVE DEFENSE
(Lack of Malice)

Withdrawn.

FOURTEENTH AFFIRMATIVE DEFENSE
(Lack of Standing)

Withdrawn.

FIFTEENTH AFFIRMATIVE DEFENSE
(Consent)

Plaintiffs’ claims are barred because Plaintiffs consented to any alleged conduct in the Amended Complaint, including but not limited to their knowing investment in the PLCs through the sale of promissory notes in order to obtain an investment windfall. *See* Amended Compl. ¶ 37 (“each of the Note offerings that described the purported investment opportunity, risk of loss, and other material matters.”). Further, Wells Fargo anticipates that Plaintiffs and/or some of the purported class may have been aware of any STOLI policies to the extent such policies exist. Discovery remains ongoing and more facts may be revealed in support of this defense.

SIXTEENTH AFFIRMATIVE DEFENSE

(Assumption of Risk)

Plaintiffs, themselves and/or through their agent(s), acted with full knowledge and understanding of the relevant facts and circumstances surrounding the transactions and relations at issue in their litigation and assumed any and all risks associated therewith. *See* Amended Compl. ¶ 37 (“each of the Note offerings that described the purported investment opportunity, risk of loss, and other material matters.”). Plaintiffs are therefore barred from obtaining the relief sought in the Amended Complaint. This is including because upon information and belief, Plaintiffs invested in the PLCs through the sale of promissory notes knowing that the Notes and the PLCs business model are subject to numerous potential risks and conflicts of interest. Wells Fargo asserts this defense to the extent Plaintiffs’ claims are premised on Wells Fargo’s alleged negligent conduct (*see* Amended Compl. ¶ 73 and ¶ 173). *See Doherty v. Allianz Life Ins. Co. of N. Am.*, No. 218CV377FTM29NPM, 2019 WL 5268721 (M.D. Fla. Oct. 17, 2019). Discovery remains ongoing and more facts may be revealed in support of this defense.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Ratification)

The Amended Complaint, and each purported cause of action alleged therein, is barred by the conduct, actions, and inactions of Plaintiffs, and/or the persons on whose behalf they purport to bring this action, under the doctrine of ratification. *See* Amended Compl. ¶ 37 (“each of the Note offerings that described the purported investment opportunity, risk of loss, and other material matters.”). Upon information and belief, Plaintiffs invested in the PLCs through the sale of promissory notes knowing that the Notes and the PLCs business model are subject to numerous potential risks and conflicts of interest. Further, Wells Fargo anticipates that Plaintiffs and/or some of the purported class may have been aware of any STOLI policies to the extent such policies exist. Discovery remains ongoing and more facts may be revealed in support of this defense.

EIGHTEENTH AFFIRMATIVE DEFENSE
(Recovery)

Plaintiffs' claims are barred, in whole or in part, because they have received or may receive returns or recoveries on their losses and therefore have not suffered damages or their damages have been reduced. This is including but not limited to because upon information and belief, Plaintiffs invested in the PLCs through the sale of promissory notes knowing that the Notes and the PLCs business model are subject to numerous potential risks and conflicts of interest. Upon information and belief, Plaintiffs also received the benefits of such investments through payments received from third parties, returns received on their investments, and or other tangible/intangible benefits that will be explored throughout discovery. Furthermore, upon information and belief, Plaintiffs will recover from their efforts in the related proceeding, *Millstein v. Holtz*, No. 21-cv-61179 (S.D. Fla. 2021). Discovery remains ongoing and more facts may be revealed in support of this defense.

NINETEENTH AFFIRMATIVE DEFENSE
(Set-Off)

Should Plaintiffs recover any damages from Wells Fargo, then Wells Fargo is entitled to contribution, set-off, and/or indemnification, either in whole or in part, from all persons or entities whose negligence and/or fault proximately contributed to Plaintiffs' damages. This is including but not limited to because upon information and belief, Plaintiffs invested in the PLCs through the sale of promissory notes knowing that the Notes and the PLCs business model are subject to numerous potential risks and conflicts of interest. *See* Amended Compl. ¶ 37 ("each of the Note offerings that described the purported investment opportunity, risk of loss, and other material matters"). Additionally, upon information and belief, Plaintiffs also received the benefits of such investments through payments received from third parties, returns received on their investments, and or other tangible/intangible benefits that will be explored throughout discovery. Discovery remains ongoing and more facts may be revealed in support of this defense.

TWENTIETH AFFIRMATIVE DEFENSE
(Plaintiffs' Negligence)

Any alleged damages which may have been sustained by Plaintiffs as described in the Amended Complaint were due solely to, caused wholly by, and were the direct and proximate result of the negligence and carelessness of the Plaintiffs, including but not limited to Plaintiffs' own negligent financial practices and their failures to exercise ordinary care related to same. Specifically, upon information and belief, Plaintiffs invested in the PLCs through the sale of promissory notes knowing that the Notes and the PLCs business model are subject to numerous potential risks and conflicts of interest. *See* Amended Compl. ¶ 37 ("each of the Note offerings that described the purported investment opportunity, risk of loss, and other material matters"). Plaintiffs failed to conduct any due diligence related to their investments, or monitor such investments once made. Discovery remains ongoing and more facts may be revealed in support of this defense.

TWENTY-FIRST AFFIRMATIVE DEFENSE
(Statute of Limitations)

Plaintiffs' claims are or may be barred in whole or in part by the applicable statutes of limitations. The issue date for the Note for Fanny B. Millstein is January 13, 2017. *See* Amended Compl. ¶ 163. The issue dates for the Notes for Martin Kleinbart are September 14, 2017, October 23, 2018, February 8, 2019, February 8, 2019, and September 12, 2019. *See e.g., Goodwin v. Sphatt*, 114 So. 3d 1092, 1094–95 (Fla. 2d DCA 2013) (finding breach of fiduciary duty and fraud are subject to a four-year statutes of limitation). Wells Fargo therefore asserts that to the extent any such investments commenced earlier than four years from the date this lawsuit was initiated, they are barred by the statute of limitations.

TWENTY-SECOND AFFIRMATIVE DEFENSE
(No Benefit Directly Conferred)

Plaintiffs' claims are or may be barred to the extent they are predicated on benefits that Plaintiffs conferred no direct benefit on Wells Fargo to support a claim for unjust enrichment. Specifically, any benefit Wells Fargo received was in the form of fees on the account (which were not paid in many instances), and those fees were paid by someone other than Plaintiffs. Moreover, any fees received by Wells Fargo were contracted for work performed by Wells Fargo. Discovery remains ongoing and more facts may be revealed in support of this defense.

TWENTY-THIRD AFFIRMATIVE DEFENSE
(Waiver)

Plaintiffs have waived all claims against Wells Fargo through their own conduct and willing participation in the investments at-issue in the Complaint, including but not limited to Plaintiffs' actual and/or constructive knowledge of the risk associated with the financial investments. *See* Amended Compl. ¶ 37 ("each of the Note offerings that described the purported investment opportunity, risk of loss, and other material matters"). Upon information and belief, Plaintiffs invested in the PLCs through the sale of promissory notes knowing that the Notes and the PLCs business model are subject to numerous potential risks and conflicts of interest. Additionally, Plaintiffs failed to perform any due diligence regarding the investments, the Seeman Holtz entities, the PLCs, and/or any other involved parties prior to investing the PLCs. Plaintiffs knowing participation in this scheme, including but not limited through their opportunity and obligation to conduct pre-investment due diligence and/or monitor their investments once made operates as a waiver of their claims. Discovery remains ongoing and more facts may be revealed in support of this defense.

TWENTY-FOURTH AFFIRMATIVE DEFENSE
(Existence of Contract)

The named Plaintiffs and any alleged putative class counsel are not adequate representatives and/or members of the class to the extent named Plaintiffs or putative class members had an account or relationship with Wells Fargo that is governed by a deposit agreement.

TWENTY-FIFTH AFFIRMATIVE DEFENSE
(Class Defenses)

Plaintiffs have not satisfied and cannot satisfy the requirements for certification of any type of class under Rule 23 of the Federal Rules of Civil Procedure, and this action may not be properly maintained as any type of class action or representative action because:

- a. Plaintiffs have failed to plead and/or cannot establish the necessary procedural elements and requirements for treatment as any such an action, and such treatment is neither appropriate nor constitutional; and/or
- b. Such an action is not an appropriate method for the fair and efficient adjudication of the claims described in the Amended Complaint; and/or
- c. Common issues of fact or law which are of legal significance do not predominate, any common facts or law are insignificant compared to the individual facts and issues particular to Plaintiffs and the putative class members they may purport to represent, and/or individual issues predominate which will require a detailed, fact-specific and individualized inquiry that must be decided plaintiff-by-plaintiff; and/or
- d. Plaintiffs are not “similarly situated” to any of the putative class members they may purport to represent, and their claims are not representative or typical of those of such putative class members, including but not limited to the fact that, upon information and belief, some Plaintiffs received the benefits of investments through payments received from third parties,

returns received on their investments, and or other tangible/intangible benefits that will be explored throughout discovery; and/or

e. Plaintiffs are not a proper class representative or representative plaintiff, including but not limited to because Plaintiffs were not sufficiently involved in their own investments and/or Plaintiffs are not sufficiently involved in the prosecution of this matter; and/or

f. The named Plaintiffs and any alleged putative class counsel are not adequate representatives for any alleged putative class because they are not able to fairly and adequately represent and protect the interests of all of the putative class members they purport to represent; and/or

g. There is not a well-defined community of interest in the questions of law or fact affecting Plaintiffs and the putative class members they may purport to represent; and/or

h. Any alleged putative class is not ascertainable, nor is its members identifiable; and/or

i. To the extent any alleged putative class is ascertainable and its members are identifiable, the number of putative class members is too small to meet the numerosity requirement or is not so large that joinder of the individual members would not be impractical.

OTHER AFFIRMATIVE DEFENSES

Wells Fargo has insufficient knowledge or information upon which to form a belief as to whether it may have additional, as yet unstated, defenses available, including as it relates to other members of the putative class. Wells Fargo expressly reserves the right to assert additional defenses in the event that discovery indicates that such defenses are appropriate.

PRAYER FOR RELIEF

WHEREFORE, having fully answered or otherwise responded to the allegations contained in the Amended Complaint, Wells Fargo respectfully requests that:

(1) The Amended Complaint be dismissed in its entirety and with prejudice, with all costs taxed against Plaintiffs; and

(2) Wells Fargo recover such other and additional relief as the Court deems just and appropriate.

Dated: May 9, 2025

Respectfully submitted,

McGUIREWOODS LLP

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on May 9, 2025, a true copy of the foregoing was filed with the Court using the CM/ECF system, which will send notice to counsel of record.

/s/ Emily Y. Rottmann
Attorney