

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

CASE NO. 1:24-cv-22142-GAYLES/SHAW-WILDER

FANNY B. MILLSTEIN,

Plaintiff,

v.

WELLS FARGO BANK, N.A.,

Defendant.

_____/

**DEFENDANT'S OPPOSITION TO PLAINTIFF'S DISCOVERY
MEMORANDUM IN SUPPORT OF ITS REQUEST FOR ALL POLICY FILES
FROM FILENET FOR DEALS UNRELATED TO THE SCHEMER ENTITIES**

Plaintiff asks this Court to order production of a vast set of documents that are simply irrelevant. Flummoxed by the lack of evidence to support her recklessly pled claims, Plaintiff is now attempting a sleight of hand, shifting the focus of the case from the Ponzi scheme alleged in the Amended Complaint to an attack on Wells Fargo's business practices and the broader life insurance secondary market. Just last month, the Court already rightly questioned and denied Plaintiff's previous attempt to seek discovery unrelated to and pre- and post-dating the alleged fraud as irrelevant. *Ex. A, Oct. 31 Tr.*, 26:13-30:14. In her Amended Complaint, Plaintiff alleged she was defrauded when she purchased promissory notes from the schemers in reliance on false representations about how her funds would be used, and she never received the benefit of the fraudulent bargain. *See* D.E. 3 at 1-4. So, the simple question in this case is what, if anything, did Wells Fargo actually know about the fraudsters' promissory note scheme.

Centurion (and its related companies) are entities that were created to own or service life insurance policies. D.E. 3 at 2. Plaintiff alleges that the schemers utilized Centurion to fraudulently pledge and/or transfer these policies (that secured the notes relevant to the scheme) to other lenders rather providing the returns to Plaintiff and other investors. *Id.* at 2-3. Importantly, Wells Fargo has produced all policy related documents that it held in connection with the Centurion program. Apparently recognizing that these documents have little or nothing to do with the scheme at issue and simply do not support their claims, Plaintiff has expanded her quest, demanding that Wells Fargo now produce policy-related documents in deals with other clients, *i.e.* **unrelated to Centurion or any fraudster-related entity**. Such documents are simply irrelevant. Even if a life insurance policy was held on behalf of Centurion at one time, documents that Wells Fargo might have obtained from a different client at a later date (after Centurion parted ways with the policy) have nothing to do with Centurion's fraud or the knowledge Wells Fargo **previously had** when the policy was associated with Centurion. Conversely, policy-related documents that Wells Fargo might have held for a non-Centurion client in the past are irrelevant to Wells Fargo's potential knowledge of the fraud at issue here if Centurion subsequently acquired the policy and did not provide the policy documents to Wells Fargo. Wells Fargo has already produced the policy files for the three deals involving Centurion—the record and the law require no more.

To illustrate the breadth of Plaintiff's fishing expedition, she is requesting policy files for a policy involved in an unrelated deal called TARRYTOWNSON that pre-dated the Centurion deals by **nine** years. Plaintiff has offered no explanation for how a policy that was almost a decade

old before it touched Centurion is relevant to the promissory note scheme. Undeterred, Plaintiff seeks the same type of irrelevant documents for the remaining policies both before Centurion acquired an interest and after Centurion no longer had an interest, while offering no justification for how these policy documents could have any bearing on the actual claims in this case: whether Wells Fargo had actual knowledge of the at-issue promissory note scheme.

To be clear, any policy documents, even those held on behalf of Centurion, have essentially no relevance to the fraud at issue or Wells Fargo's knowledge. The only nexus Plaintiff can attempt to muster is a theory that Wells Fargo should have known that the three policies identified in the Complaint were STOLI. There is of course no basis for the presumption that Wells Fargo, in its limited capacity, had any ability to conduct—much less actually performed—the complex factual and legal analysis to determine that the policies were STOLI when they were held by Centurion. More importantly, whether or not the policies were STOLI is irrelevant. Plaintiff does not, and cannot, allege that she was defrauded because the policies backing her promissory note were STOLI. Instead, she has alleged that she was defrauded because the fraudsters misdirected funds that she and others remitted away from purchasing any policy, STOLI or otherwise, at all. Whatever support this ginned-up hypothesis provides to support discovery of policy documents held on behalf of Centurion, it cannot be the basis for imposing the burden and expense of producing documents held by Wells Fargo for customers having nothing to do with Centurion or the fraudsters' scheme.

Consistent with this Court's recent ruling, policy file documents that pre-date and/or post-date the Centurion conduct have no relevance to this case.¹ See **Ex. A**, 30:6-14. What is at issue is whether Plaintiff was defrauded by Centurion and whether Wells Fargo knew of that fraud. What is not at issue is anything Wells Fargo could or should have been aware of with respect to life insurance policies and related documents that were created and/or received by Wells Fargo well before or after, Centurion's involvement.

¹ Wells Fargo has never agreed to produce these documents and has routinely taken the position that the documents are not relevant and the burden to produce them is substantial. Instead, it is Plaintiff who has changed her position. Compare D.E. 165-1 at 5, 12, 45 (Wells Fargo consistently reiterating the burden of production of all other non-Centurion deal keys that a policy may have traveled through), *with id.* at 43 (“Plaintiffs are not seeking information about life settlement policies when those policies were not held for the benefit of Seeman Holtz. For instance, if a policy was held in a Deal Key unrelated to Seeman Holtz in 2010 but later appeared in a Seeman Holtz-related Deal Key in 2014, we would only seek the 2014 material.”) (emphasis added).

Plaintiff's request for irrelevant documentation in support of a new theory predicated on the existence of STOLI policies is perplexing considering the Ponzi scheme she actually pled. When asked about her claims, Plaintiff stated her theory against Wells Fargo is that it knew the schemers were not "investing in new STOLI policy premiums." **Ex. B**, *Pl. Resp. to Int.*, at 16. In other words, Plaintiff believed—at the time of her investments—that the Centurion deals involved STOLIs. She cannot have been defrauded on the basis of, and Wells Fargo had no duty to call attention to, a fact of which she was well aware. Notwithstanding this issue, the policy files that Plaintiff seeks would not have revealed whether a policy was STOLI because this determination requires detailed analysis and a judicial determination. Most importantly, Plaintiff fails to address that Wells Fargo employees have consistently testified that even where the bank possessed policy-related documents, it had no duty to, and it did not review them, much less analyze whether or not they would be deemed improper STOLI under applicable state law.

Finally, the burden of production far outweighs any relevance. The production of non-Centurion policy files—which are not maintained in the way Plaintiff requests—would be unduly burdensome. More perplexing is Plaintiff not only wants production, but for Wells Fargo to organize the production for her outside of the normal way in which documents are kept. The Court should deny this latest discovery request and ensure that the case remains focused on the facts relevant to the actual allegations.

I. BACKGROUND

Because Plaintiff has abandoned her core allegations and mischaracterized this Court's prior ruling, it is important to step back and review what this case is about to frame the question of relevance. Here, Plaintiff's allegations and discovery responses lead the way. Specifically, Plaintiff has defined the alleged "Scheme" as misrepresentations concerning *promissory notes* that Centurion sold to her.² Those promissory notes were supposed to generate returns for Plaintiff, and the underlying investment, STOLI policies, were known to Plaintiff at the time she invested.

² See D.E. 3 at 2 ("The basic framework of the Scheme consisted of NSI and its agents soliciting and selling to Plaintiffs and the Class promissory notes ('Notes') that were offered by the PLCs and secured by collateral in the form of certain life insurance policies issued to third parties, commonly known throughout the insurance industry as 'Stranger-Originated Life Insurance' ('STOLI') and 'life settlements.' The Scheme Operators promised investors in the Notes that the proceeds from the death benefits of STOLIs would be used to fund the interest payments due to those investors and eventually return their principal.").

See id., *see also* **Ex. B**. Plaintiff claims she was defrauded because funds were diverted for purposes other than acquiring STOLI policies. Importantly, Plaintiff does not allege that she suffered losses because the policies were STOLI. So, the operative question is whether Wells Fargo had knowledge of the promissory notes and the Ponzi scheme. Whether a policy was a STOLI is irrelevant since that was—in Plaintiff’s own words—the asset she understood she was investing in when purchasing the promissory notes and that did not cause her harm. *See id.* at 16.

Judge Goodman’s Report (D.E. 53 at 56-58)³ distilled the allegations—which Plaintiff relies on in her current request (D.E. 165 at 2)—when he ruled on Wells Fargo’s motion to dismiss. The Report appropriately focused on allegations related to Wells Fargo’s knowledge of the note scheme and Centurion’s role in defrauding Plaintiff.⁴ Following the motion to dismiss, Plaintiff described the alleged scheme in her discovery response as: “(i) Wells Fargo knew the Scheme Operators were not ‘properly investing in new STOLI policy premiums’ and instead using funds to pay existing investors and fees and expenses; (ii) Wells Fargo was aware that many of the policies represented as collateral for the Notes were fraudulently pledged or transferred to other lenders through the Centurion Companies; (iii) Wells Fargo knew that the Scheme Operators falsely claimed the underlying policies were held by a collateral agent to protect the assets, when in reality, no such collateral agent existed; and (iv) Wells Fargo had actual knowledge of the Note program, including the registration (or lack thereof of same).” **Ex. B**, at 16-17 (emphasis added).

As discovery has proved, there is no evidence that Wells Fargo had any knowledge of the promissory notes at all, much less the Scheme to defraud investors. Wells Fargo did not have a formal securities intermediary relationship with Centurion until 2014, when it executed a Securities Account Control Agreement (“SACA”), in a deal identified as CENTURION. **Ex. D**,

³ Many of these allegations have already been proven false during discovery as Plaintiff should acknowledge to the Court. For example, Plaintiff’s allegations that Wells Fargo helped Centurion use an ILIT structure to deceive insurers is false. Discovery has shown that the draft trust agreement referred to was never used, and Plaintiff falsely uses that language to refer to another ILIT that had nothing to do with the email Plaintiff references. Judge Goodman relied on those false allegations, and Plaintiff has not conceded or corrected the record. *See e.g.*, **Ex. C**, *F. Tan Dep.*, 137:2-138:25 (explaining that the structure referred to as “unlike any ILIT” (D.E. 53 at 56) was different than the trust for Cohen [and Walters and Yakovakis] that was ultimately established by Life Share Financial, LLC). More important, the ILIT and STOLI issues Judge Goodman discussed related to three life insurance policies, not the other approximately 140 policies.

⁴ Judge Goodman also noted two other categories of allegations related to the provision of banking services that are irrelevant to the pending discovery requests. *Id.* at 58.

B. Martin Dep., 55:9-15, 243:21-244:3, Ex. 16. Following the execution of the SACA, Wells Fargo entered into a Securities Account Control and Custodian Agreement (“SACCA”) in 2014 with Centurion and DZ Bank, in a deal identified as CENTURIONDZ. *Id.*, 124:17-126:23, Ex. 4. The third (and final) Centurion SACCA with Centurion and Teleios was executed in 2018, in a deal identified as CENTURIONSPVII. *Id.*, 415:13-25, Ex. 35. Wells Fargo has produced responsive documents from its system of record, FileNet, associated with these three deals—the only Centurion-related deals. Having adduced no proof for her actual claim, Plaintiff now seeks all life insurance policy files for any policy that may have at some point been held by Centurion that predate and postdate the Centurion deals simply to explore if Wells Fargo had actual knowledge that the policy could have been challenged as a STOLI policy—including before Wells Fargo even knew of the existence of Centurion or agreed to perform any services on its behalf.

II. ARGUMENT

A. Wells Fargo’s Knowledge of Life Insurance Policy Inception Is Irrelevant to Whether It Had Actual Knowledge of the Scheme

For this Court to order discovery, Plaintiff’s requests for all policy files must be relevant to her case and claims. In order to prove an aiding and abetting claim related to a Ponzi scheme, the Plaintiff must establish “(1) an underlying violation on the part of the primary wrongdoer; (2) knowledge of the underlying violation by the alleged aider and abettor; and (3) the rendering of substantial assistance in committing the wrongdoing by the alleged aider and abettor.” *Tuckman v. Wells Fargo Bank, N.A.*, 2020 WL 13413838, at *5 (S.D. Fla. Mar. 25, 2020) (quoting *Lawrence v. Bank of Am., N.A.*, 455 F. App’x 904, 906 (11th Cir. 2012)). As to the knowledge element, Plaintiff must establish that Wells Fargo had actual knowledge that the schemer was engaging in the specific underlying fraudulent activity that caused Plaintiff’s harm, not some unrelated potential wrongdoing. See *FW Distrib., LLC v. J.P. Morgan Chase Bank, N.A.*, 2024 WL 4665255, at *6 (S.D. Fla. Nov. 4, 2024) (finding that knowledge of the underlying fraud is required to satisfy the actual knowledge element for aiding and abetting claims); *Wiand v. Wells Fargo Bank, N.A.*, 938 F. Supp. 2d 1238, 1244-46 (M.D. Fla. 2013); *Groom v. Bank of Am.*, 2012 WL 50250, at *4 (M.D. Fla. Jan. 9, 2012). Policy documents held for customers with no relationship to Centurion or any of the fraudsters are simply irrelevant to any of these elements.

Having uncovered no evidence that Wells Fargo had any actual knowledge regarding the promissory note scheme outlined above, Plaintiff ignores her own allegations, the Report and Plaintiff’s own discovery responses in requesting entire policy files predating Wells Fargo’s

relationship with Centurion by years and/or post-dating Centurion's involvement with the policies. If Wells Fargo learned anything from holding documents for other clients, that knowledge is irrelevant to the issue whether it knew about the fraud when providing services to Centurion years afterwards or beforehand. Wells Fargo has already produced the documents from FileNet, its system of record, related to the actual Centurion deals. What is at issue in Plaintiff's request is whether Wells Fargo has to search non-Centurion deals in order to produce documents for policies that may have eventually or previously traveled through a Centurion deal. In considering—and denying—Plaintiff's similar request for all LIAP screenshots from non-Centurion deals, this Court rightly stated that it could see no potential relevance to such an exercise. **Ex. A**, 30:6-14. Although hardly clear, Plaintiff's relevance argument appears to be an effort to show that Wells Fargo knew or should have known (as Plaintiff admits she did) the policies at issue were STOLI policies. But it is simply irrelevant if Wells Fargo knew that at a time when it was not providing services to Centurion. Nothing in the governing agreements required Wells Fargo to retain a log or tracker that would have allowed it to determine that, for a given Centurion policy, it at some time in the past had seen policy documents that revealed it to be STOLI—much less that Wells Fargo actually did make that attenuated connection.

B. Plaintiff's STOLI Theory Is a Last-Ditch Effort to Assert New Claims.

Plaintiff has now come up with a new STOLI theory to justify her desired production. However, as analyzed above, whether or not a policy is STOLI is irrelevant to the Ponzi theory pled that relates to the promissory note scheme. Plaintiff only alleges that her funds were diverted from buying life insurance policies (used to generate returns for her promissory note investment), *not* that her funds were used to buy policies that were STOLI. But, even if this new scheme had been alleged in her pleading, Plaintiff ignores that Wells Fargo could not have readily determined whether policies were STOLI from policy documents that she seeks. “Stranger-Originated Life Insurance, also known as ‘STOLI,’ is when an investor actively seeks out elderly people to purchase life insurance with the promise of ‘no risk’ money in exchange for transferring the policy to the investor after the general two year incontestability period has expired.” 5 Couch on Ins. § 67:3, n.11. Courts across the country have explained that analyzing whether or not a policy is STOLI requires a detailed analysis—not one that, as Plaintiff appears to assert—may simply be gleaned from a life insurance policy application. *See PHL Variable Ins. Co. v. Bank of Utah*, 780 F.3d 863, 866-67 (8th Cir. 2015) (requiring an fact intensive analysis regarding whether there was

an agreement at issuance for a policy to be sold to a particular investor and “each decision necessarily turn[s] on the governing statutes and judicial precedents of a particular State.”); *Estate of Malkin v. Wells Fargo Bank, NA*, 998 F.3d 1186, 1193-97 (11th Cir. 2021), *certified question answered*, 278 A.3d 53 (Del. 2022) (analyzing at length the circumstances and considerations to ultimately determine policy was STOLI and void under Delaware law). Notwithstanding these issues, Plaintiff completely ignores the testimony of multiple Wells Fargo employees and the operative documents. The testimony and discovery have clearly shown that Wells Fargo was neither required to (nor did) conduct research to determine if a policy was STOLI, further crystalizing the irrelevance of Plaintiff’s requests. In Wells Fargo’s role it at most received life insurance policies—that is all. **Ex. D**, 158:2-4 (“I can say the client services team would be responsible for receipt of the documents.”); **Ex. E**, *B. Oliver Dep.*, 157:5-18 (confirming that Wells Fargo was not required to analyze the documents, and instead simply marked their receipt). Plaintiff cannot be allowed to justify her discovery requests through unpled claims that have no relevance to the claims at-issue—much less when considered in light of the voluminous discovery in this litigation.

C. Production of the Requested Documents Would Be Unduly Burdensome and Disproportionate to the Needs of the Case.

Finally, production of the irrelevant materials Plaintiff seeks would be unduly burdensome and disproportionate to the needs of the case. As explained by Wells Fargo’s corporate representative, FileNet is structured by deal, not by individual document, and the documents contained within FileNet cannot be searched by their content—instead, only specific sections can be searched. **Ex. F**, *L. Mizrahi-Shindel Dep.*, 235:14-237:17. The searches are limited to the coding in note fields that were used to upload the document to FileNet, where Asset ID information is often, but not always included. *Id.* at 236:2-237:1, *see also Ex. G*, *C. Connell Dep.*, 71:15-72:10. Thus, to identify all potentially responsive documents, Wells Fargo would be required to download the entire FileNet database for unrelated deals that contain gigabytes-worth of data and manually review every document, the vast majority of which are likely to be non-responsive.⁵ If such a production is required, Plaintiff should be ordered to bear the expense.

⁵ For example, deal key CARLISLE-ARFII includes over 7.5 GBs of data and includes just a single policy that was ever included in a Centurion related deal.

Dated: November 21, 2025

Respectfully submitted,

MCGUIREWOODS LLP

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on November 21, 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

**DEFENDANT'S OPPOSITION TO PLAINTIFF'S DISCOVERY
MEMORANDUM IN SUPPORT OF ITS REQUEST FOR ALL POLICY FILES
FROM FILENET FOR DEALS UNRELATED TO THE SCHEMER ENTITIES**

EXHIBIT A

Excerpts from the October 31, 2025 Discovery Hearing Transcript

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
CASE NO. 24-CV-22142-DPG

FANNY B. MILLSTEIN and
MARTIN KLEINBART,

 Plaintiffs,

vs.

WELLS FARGO BANK, N.A.,

 Defendant.

Fort Lauderdale, Florida
October 31, 2025

Pages 1 to 40

DISCOVERY HEARING HELD VIA ZOOM
BEFORE THE HONORABLE DETRA SHAW-WILDER
UNITED STATES MAGISTRATE JUDGE
(TRANSCRIPT OF ZOOM AUDIO RECORDING)

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1 whatnot, if we don't know what -- because they didn't put the
2 documents in during the time it was in Centurion's beneficial
3 possession, if it was in someone else's beneficial possession,
4 we're not going to see those listing of documents.

5 So, I think that, you know -- again, I don't know what
6 I don't know. I haven't seen it all. I can tell you that just
7 from looking at the Branscome policy, which they tracked all
8 the way through, that's the screenshots that they printed out
9 in our Exhibit 2, just tracking through there, I can see there
10 are documents that were entered in at various points in time
11 that don't get entered in when Centurion holds the policy.
12 And, again, the way we plead this case --

13 THE COURT: Well, if I can ask you to stay right there
14 for a second, Mr. Buckner.

15 MR. BUCKNER: Yes, please.

16 THE COURT: So, you're seeing in the exemplar they gave
17 you, there are documents that you see in that transaction that
18 you don't see in the Centurion transactions and then where do
19 you go from there?

20 Where is the connection to your case?

21 MR. BUCKNER: Because, again, and I don't -- I know I'm
22 flogging a dead horse here, but it's not really a dead horse
23 because it's the center of this case. It's what Wells Fargo
24 knew. If Wells Fargo knew, for example, that Centurion was
25 dealing in STOLI policies, Stranger Originated Life Insurance

1 Policies, and they say they've proven there aren't any of
2 those, I can tell you we've got a lot of policies that
3 we're going to be able to show, there were a bunch of them,
4 that Centurion was dealing in and that Wells Fargo was dealing
5 in and knew were a problem.

6 If Wells Fargo -- the documents that establish some
7 thing is a STOLI may or may not have come into Wells Fargo's
8 possession when Centurion owned a particular policy. It may
9 have come into Wells Fargo's position possession at a prior
10 time. Centurion is still dealing in a STOLI, but Wells Fargo's
11 knowledge of STOLI comes from something that happened at a
12 prior point in time at the life in the policy in Wells Fargo's
13 role as securities intermediary. So, it goes directly to Wells
14 Fargo's knowledge which is the core issue in this case. And
15 again --

16 MS. ROTTMANN: Your Honor, if I may, because I feel
17 like we have gotten a little sideways here.

18 I'll point you to page 12 of Magistrate Goodman's
19 report and recommendation where he said the retirees allege
20 that Wells Fargo knew the scheme operators, Centurion for our
21 purposes here today, by and through the para longevity
22 companies they controlled, communicated to the retirees and the
23 class that the underlying STOLIs for the notes were held by
24 collateral agent.

25 Wells Fargo knew that the scheme operators communicated

1 to the retirees. That's the knowledge at issue here. That's
2 the knowledge Magistrate Goodman was concerned about. That's
3 the knowledge he found they alleged in the complaint. It's at
4 Docket Entry 53 on page 12.

5 So, I think it's important here that we look at what
6 supposedly we knew about at the time. It doesn't have anything
7 to do with what policy documents may have flowed in or out at
8 some time before or after Centurion.

9 MR. BUCKNER: That's actually not correct, Your Honor,
10 and I'll tell you why.

11 If you look at Docket Entry 135, we quote Magistrate
12 Judge Goodman from another hearing we had in this case related
13 to discovery, and I said to Magistrate Judge Goodman, this is
14 on page eight where I quoted this, "It's not just what the
15 documents show. It's what they showed to Wells Fargo. So,
16 possession is important here. Right?"

17 And Judge Goodman responded, "Right."

18 Ms. Rottmann is taking a very small section of Judge
19 Goodman's order and implying that that is the entirety of
20 relevant information here. Judge Goodman made a number of
21 findings in this case that the entirety of knowledge that's
22 relevant is Wells Fargo's knowledge, and what documents were in
23 its possession is one of the elements of establishing that
24 knowledge.

25 THE COURT: I'm trying to catch up with you guys and

1 read because you have been in this longer than I have.

2 So, Ms. Rottmann, in terms of the number of policies
3 and the potential burdensome, how many additional policies are
4 we looking at if the Court were to grant Mr. Buckner's request?

5 MS. ROTTMAN: So, it's not the number of policies.
6 It's the number of deals in which those policies went through.

7 So, for example, what you got in Exhibit 2 is one
8 policy, but that policy went through, I think, six different
9 deal keys.

10 We've got 152. I'm pretty sure I'm right on that
11 number.

12 THE COURT: That's the number I saw in the papers.

13 MS. ROTTMANN: We have 152 policies that went through,
14 if not deduplicated, 361 different deals. So, those policies
15 and deals, it's 361 sets of screenshots. If you are limited to
16 just the three they ask for, that would certainly help, the
17 three screenshots they asked for, but you could basically cut
18 the burden in half, potentially, which would be something, more
19 than half, if we just limit it to non -- I'm not sure if that's
20 exactly half because some policies went through two Centurion
21 deals, there were three of them, that would certainly decrease
22 the number substantially.

23 THE COURT: Okay. So, you're saying, there is 152
24 policies that we are talking about at issue and Mr. Buckner
25 wants to have all the information through the life of that

1 policy while it was under -- while it was within Wells Fargo's
2 possession. I am just going to use that for a simpler way of
3 explaining it.

4 MS. ROTTMANN: It looks like it would cut out 132 sets
5 of screenshots if we took out the non Centurion deal keys.

6 THE COURT: Okay. What I'm going to do now is I'm
7 going to grant the motion for the 152 policies without
8 prejudice for the plaintiffs to come back after they receive
9 those policies and review it and to make this connection for me
10 that I'm not following right now in terms of why, Mr. Buckner,
11 you need to have, you know, have information about the policies
12 from transactions that are not, that are not as -- I don't
13 understand it right now -- directly connected to the alleged
14 scheme that you have alleged in this case.

15 So, the ruling would be that they produce the
16 screenshots for the 152 policies and without prejudice to the
17 plaintiffs coming back to explain to the Court why additional
18 information for the policies or perhaps some of them would be
19 relevant and should be compelled.

20 In terms of timing, because I know you are coming up to
21 your discovery cutoff, Mr. Rottman, how long will it take for
22 Wells Fargo to produce the additional screenshots?

23 MS. ROTTMANN: Your Honor, they told me. The discovery
24 cutoff is in March, so I think we've got at least a little bit
25 of time here. I'm hoping since we cut it in half we can do a

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C E R T I F I C A T E

I, Patricia Diaz, Registered Professional Reporter,
in and for the United States District Court for the Southern
District of Florida, do hereby certify that I transcribed from
digital audio recording the proceedings had the 31st day of
October, 2025, in the above-mentioned court; and that the
foregoing transcript is a correct and complete transcript of
said digital audio recording.

November 19, 2025
DATE

/s/Patricia Diaz
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**DEFENDANT'S OPPOSITION TO PLAINTIFF'S DISCOVERY
MEMORANDUM IN SUPPORT OF ITS REQUEST FOR ALL POLICY FILES
FROM FILENET FOR DEALS UNRELATED TO THE SCHEMER ENTITIES**

EXHIBIT B

**Plaintiff's Responses to Wells Fargo's Interrogatories
(To be filed under seal pursuant to the Court's Order D.E. 164)**

**DEFENDANT'S OPPOSITION TO PLAINTIFF'S DISCOVERY
MEMORANDUM IN SUPPORT OF ITS REQUEST FOR ALL POLICY FILES
FROM FILENET FOR DEALS UNRELATED TO THE SCHEMER ENTITIES**

EXHIBIT C

**Excerpts from the Deposition of Frederick Tan
(To be filed under seal pursuant to the Court's Order D.E. 164)**

**DEFENDANT'S OPPOSITION TO PLAINTIFF'S DISCOVERY
MEMORANDUM IN SUPPORT OF ITS REQUEST FOR ALL POLICY FILES
FROM FILENET FOR DEALS UNRELATED TO THE SCHEMER ENTITIES**

EXHIBIT D

**Excerpts from the Deposition of Brad Martin
with Deposition Exhibits 4, 16, and 35
(To be filed under seal pursuant to the Court's Order D.E. 164)**

**DEFENDANT'S OPPOSITION TO PLAINTIFF'S DISCOVERY
MEMORANDUM IN SUPPORT OF ITS REQUEST FOR ALL POLICY FILES
FROM FILENET FOR DEALS UNRELATED TO THE SCHEMER ENTITIES**

EXHIBIT E

**Excerpts from the Deposition of Brent Oliver
(To be filed under seal pursuant to the Court's Order D.E. 164)**

**DEFENDANT’S OPPOSITION TO PLAINTIFF’S DISCOVERY
MEMORANDUM IN SUPPORT OF ITS REQUEST FOR ALL POLICY FILES
FROM FILENET FOR DEALS UNRELATED TO THE SCHEMER ENTITIES**

EXHIBIT F

**Excerpts from the Deposition of Lynn Mizrahi-Shindel
(To be filed under seal pursuant to the Court’s Order D.E. 164)**

**DEFENDANT'S OPPOSITION TO PLAINTIFF'S DISCOVERY
MEMORANDUM IN SUPPORT OF ITS REQUEST FOR ALL POLICY FILES
FROM FILENET FOR DEALS UNRELATED TO THE SCHEMER ENTITIES**

EXHIBIT G

**Excerpts from the Deposition of Corbin Connell
(To be filed under seal pursuant to the Court's Order D.E. 164)**