

PORZIO, BROMBERG & NEWMAN, P.C.

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Cheryl A. Santaniello, Esq.

Attorneys for Defendant Edgewood Partners Insurance Center, Inc. d/b/a Vanbridge, an EPIC Company (improperly pled as Vanbridge, an EPIC Company)

NOTICE TO PLEAD:

To: Plaintiff

You are Hereby Notified to Plead

to the Following New Matter

*Within Twenty (20) Days from the Service Hereof or
a Default Judgment may be Entered Against You.*

Jessica K. Altman, Insurance Commissioner
of the Commonwealth of Pennsylvania in her
capacity as the Statutory Rehabilitator of
Senior Health Insurance Company of
Pennsylvania ("SHIP"),

Plaintiff,

v.

Vanbridge, an EPIC Company
1140 Avenue of the Americas, 8th Floor
New York, NY 10036

Vanbridge LLC (f/k/a VBR Holdings,
LLC, f/k/a Vanbridge Holdings, LLC)
1185 Avenue of Americas, 32nd Floor
New York, NY 10036

Roebbing Re Ltd.
c/o Centurion Assurance Services Ltd.
Limegrove Lifestyle Centre
Holetown, St. James
Barbados

Dixon Hughes Goodman, LLP

IN THE COMMONWEALTH COURT OF
PENNSYLVANIA

CIVIL ACTION

**DEFENDANT EDGEWOOD PARTNERS
INSURANCE CENTER, INC. D/B/A
VANBRIDGE, AN EPIC COMPANY'S
ANSWER TO PLAINTIFF'S COMPLAINT**

1829 Eastchester Drive
Highpoint, NC 27265

Golden Tree Asset Management LP
300 Park Avenue, 21st Floor
New York, NY 10022

Bruckner Charitable Trust
2711 Centerville Road, Suite 210
Wilmington, DE 19808-1660

**DEFENDANT EDGEWOOD PARTNERS INSURANCE COMPANY, INC. D/B/A
VANBRIDGE'S ANSWER WITH NEW MATTER TO PLAINTIFF'S COMPLAINT**

Defendant Edgewood Partners Insurance Company, Inc. d/b/a Vanbridge, an EPIC Company (improperly pled as Vanbridge, an EPIC Company), responds to Plaintiffs' Complaint and raises its New Matter as follows:

THE PARTIES

1. Defendant neither admits nor denies the allegations in Paragraph 1 of the Complaint as same are not directed to answering Defendant.

2. Defendant neither admits nor denies the allegations in Paragraph 2 of the Complaint as same are not directed to answering Defendant.

3. Defendant denies the allegations in Paragraph 3 of the Complaint to the extent it is improperly pled as Vanbridge, an EPIC Company.

4. Defendant neither admits nor denies the allegations in Paragraph 4 of the Complaint as same are not directed to answering Defendant.

5. Defendant neither admits nor denies the allegations in Paragraph 5 of the Complaint as same are not directed to answering Defendant.

6. Defendant denies the allegations in Paragraph 6 of the Complaint.

7. Defendant neither admits nor denies the allegations in Paragraph 7 of the Complaint as same are not directed to answering Defendant.

8. Defendant neither admits nor denies the allegations in Paragraph 8 of the Complaint as same are not directed to answering Defendant.

9. Defendant neither admits nor denies the allegations in Paragraph 9 of the Complaint as same are not directed to answering Defendant.

10. Defendant neither admits nor denies the allegations in Paragraph 10 of the Complaint as same are not directed to answering Defendant.

11. Defendant neither admits nor denies the allegations in Paragraph 11 of the Complaint as same are not directed to answering Defendant.

AS TO JURISDICTION AND VENUE

12. Defendant neither admits nor denies the legal conclusions in Paragraph 12 of the Complaint.

13. Defendant neither admits nor denies the legal conclusions in Paragraph 13 of the Complaint.

AS TO FACTS

14. Defendant neither admits nor denies the allegations in Paragraph 14 of the Complaint as same are not directed to answering Defendant.

15. Defendant neither admits nor denies the allegations in Paragraph 15 of the Complaint as same are not directed to answering Defendant.

16. Defendant neither admits nor denies the allegations in Paragraph 16 of the Complaint as same are not directed to answering Defendant.

17. Defendant neither admits nor denies the allegations in Paragraph 17 of the Complaint as same are not directed to answering Defendant.

18. Defendant neither admits nor denies the allegations in Paragraph 18 of the Complaint as same are not directed to answering Defendant.

19. Defendant neither admits nor denies the allegations in Paragraph 19 of the Complaint as same are not directed to answering Defendant.

20. Defendant neither admits nor denies the allegations in Paragraph 20 of the Complaint as same are not directed to answering Defendant.

21. Defendant neither admits nor denies the allegations in Paragraph 21 of the Complaint as same are not directed to answering Defendant.

22. Defendant neither admits nor denies the allegations in Paragraph 22 of the Complaint as same are not directed to answering Defendant.

23. Defendant denies the allegation in Paragraph 23 of the Complaint that SHIP's investment in Roebbing Re caused its actuarial problems, but neither admits nor denies the remaining allegations in Paragraph 23 of the Complaint as same are not directed to answering Defendant.

24. Defendant neither admits nor denies the allegations in Paragraph 24 of the Complaint as same are not directed to answering Defendant.

25. Defendant neither admits nor denies the allegations in Paragraph 25 of the Complaint as same are not directed to answering Defendant.

26. Defendant neither admits nor denies the allegations in Paragraph 26 of the Complaint as same are not directed to answering Defendant.

27. Defendant neither admits nor denies the allegations in Paragraph 27 of the Complaint as same are not directed to answering Defendant.

28. Defendant is without sufficient information to admit or deny the allegations in Paragraph 28 of the Complaint.

29. Defendant is without sufficient information to admit or deny the allegations in Paragraph 29 of the Complaint.

30. Defendant denies the allegations in Paragraph 30 of the Complaint.

31. Defendant admits that the allegations in Paragraph 31 are consistent with the text set forth in Exhibit 1 to the Complaint.

32. Defendant admits that the allegations in Paragraph 32 are consistent with the text set forth in Exhibit 1 to the Complaint.

33. Defendant is without sufficient information to admit or deny the allegations in Paragraph 33 of the Complaint.

34. Defendant denies the allegations in Paragraph 34 of the Complaint.

35. Defendant admits only the text set forth in Exhibit 2 to the Complaint and denies all remaining allegations in Paragraph 35 of the Complaint.

36. Defendant is without sufficient information to admit or deny the allegations in Paragraph 36 of the Complaint.

37. Defendant denies the allegations in Paragraph 37 of the Complaint to the extent it is alleged that Vanbridge caused SHIP to enter into the Coinsurance Agreement. Defendant is without sufficient information to admit or deny the remaining allegations in Paragraph 37 of the Complaint.

38. Defendant neither admits nor denies the allegations in Paragraph 38 of the Complaint as same are not directed to answering Defendant.

39. Defendant neither admits nor denies the allegations in Paragraph 39 of the Complaint as same are not directed to answering Defendant.

40. Defendant neither admits nor denies the allegations in Paragraph 40 of the Complaint as same are not directed to answering Defendant.

41. Defendant neither admits nor denies the allegations in Paragraph 41 of the Complaint as same are not directed to answering Defendant.

42. Defendant neither admits nor denies the allegations in Paragraph 42 of the Complaint as same are not directed to answering Defendant.

43. Defendant neither admits nor denies the allegations in Paragraph 43 of the Complaint as same are not directed to answering Defendant.

44. Defendant neither admits nor denies the allegations in Paragraph 44 of the Complaint as same are not directed to answering Defendant.

45. Defendant neither admits nor denies the allegations in Paragraph 45 of the Complaint as same are not directed to answering Defendant.

46. Defendant neither admits nor denies the allegations in Paragraph 46 of the Complaint as same are not directed to answering Defendant.

47. Defendant neither admits nor denies the allegations in Paragraph 47 of the Complaint as same are not directed to answering Defendant.

48. Defendant neither admits nor denies the allegations in Paragraph 48 of the Complaint as same are not directed to answering Defendant.

49. Defendant neither admits nor denies the allegations in Paragraph 49 of the Complaint as same are not directed to answering Defendant.

50. Defendant neither admits nor denies the allegations in Paragraph 50 of the Complaint as same are not directed to answering Defendant.

51. Defendant neither admits nor denies the allegations in Paragraph 50 of the Complaint as same are not directed to answering Defendant.

52. Defendant neither admits nor denies the allegations in Paragraph 52 of the Complaint as same are not directed to answering Defendant.

53. Defendant neither admits nor denies the allegations in Paragraph 53 of the Complaint as same are not directed to answering Defendant.

54. Defendant neither admits nor denies the allegations in Paragraph 54 of the Complaint as same are not directed to answering Defendant.

55. Defendant neither admits nor denies the allegations in Paragraph 55 of the Complaint as same are not directed to answering Defendant.

56. Defendant neither admits nor denies the allegations in Paragraph 56 of the Complaint as same are not directed to answering Defendant.

57. Defendant neither admits nor denies the allegations in Paragraph 57 of the Complaint as same are not directed to answering Defendant.

58. Defendant neither admits nor denies the allegations in Paragraph 58 of the Complaint as same are not directed to answering Defendant.

59. Defendant neither admits nor denies the allegations in Paragraph 59 of the Complaint as same are not directed to answering Defendant.

60. Defendant neither admits nor denies the allegations in Paragraph 60 of the Complaint as same are not directed to answering Defendant.

61. Defendant neither admits nor denies the allegations in Paragraph 61 of the Complaint as same are not directed to answering Defendant.

62. Defendant neither admits nor denies the allegations in Paragraph 62 of the Complaint as same are not directed to answering Defendant.

63. Defendant neither admits nor denies the allegations in Paragraph 63 of the Complaint as same are not directed to answering Defendant.

64. Defendant neither admits nor denies the allegations in Paragraph 64 of the Complaint as same are not directed to answering Defendant.

65. Defendant neither admits nor denies the allegations in Paragraph 65 of the Complaint as same are not directed to answering Defendant.

66. Defendant neither admits nor denies the allegations in Paragraph 66 of the Complaint as same are not directed to answering Defendant.

67. Defendant neither admits nor denies the allegations in Paragraph 67 of the Complaint as same are not directed to answering Defendant.

68. Defendant neither admits nor denies the allegations in Paragraph 68 of the Complaint as same are not directed to answering Defendant.

69. Defendant neither admits nor denies the allegations in Paragraph 69 of the Complaint as same are not directed to answering Defendant.

70. Defendant neither admits nor denies the allegations in Paragraph 70 of the Complaint as same are not directed to answering Defendant.

**AS TO
COUNT 1: BREACH OF CONTRACT
(As Against Vanbridge)**

71. Defendant repeats and re-alleges each statement set forth in the preceding paragraphs of this pleading as if same were set forth at length herein.

72. Defendant admits that Exhibit 1 to the Complaint is consistent with the allegations set forth in Paragraph 72 of the Complaint.

73. Defendant admits that Exhibit 1 to the Complaint is consistent with the allegations set forth in Paragraph 73 of the Complaint.

74. Defendant denies the allegations in Paragraph 74 of the Complaint.

75. Defendant denies the allegations in Paragraph 75 of the Complaint.

76. Defendant denies the allegations in Paragraph 76 of the Complaint.

77. Defendant is without sufficient information to admit or deny the allegations in Paragraph 77 of the Complaint.

78. Defendant denies the allegations in Paragraph 78 of the Complaint.

WHEREFORE, Defendant seeks judgment dismissing Plaintiff's claims with prejudice and awarding Defendant's counsel fees and costs.

**AS TO COUNT 2: BREACH OF CONTRACT
(As Against Dixon Hughes)**

79. Defendant repeats and re-alleges each statement set forth in the preceding paragraphs of this pleading as if same were set forth at length herein.

80. Defendant neither admits nor denies the allegations in Paragraph 80 of the Complaint as same are not directed to answering Defendant.

81. Defendant neither admits nor denies the allegations in Paragraph 81 of the Complaint as same are not directed to answering Defendant.

82. Defendant neither admits nor denies the allegations in Paragraph 82 of the Complaint as same are not directed to answering Defendant.

83. Defendant neither admits nor denies the allegations in Paragraph 83 of the Complaint as same are not directed to answering Defendant.

84. Defendant neither admits nor denies the allegations in Paragraph 84 of the Complaint as same are not directed to answering Defendant.

85. Defendant neither admits nor denies the allegations in Paragraph 85 of the Complaint as same are not directed to answering Defendant.

86. Defendant neither admits nor denies the allegations in Paragraph 86 of the Complaint as same are not directed to answering Defendant.

87. Defendant neither admits nor denies the allegations in Paragraph 87 of the Complaint as same are not directed to answering Defendant.

88. Defendant neither admits nor denies the allegations in Paragraph 88 of the Complaint as same are not directed to answering Defendant.

89. Defendant neither admits nor denies the allegations in Paragraph 89 of the Complaint as same are not directed to answering Defendant.

WHEREFORE, Defendant seeks judgment dismissing Plaintiff's claims with prejudice and awarding Defendant's counsel fees and costs.

**AS TO COUNT 3: BREACH OF FIDUCIARY DUTY
(As Against Vanbridge, Dixon Hughes, and Golden Tree)**

90. Defendant repeats and re-alleges each statement set forth in the preceding paragraphs of this pleading as if same were set forth at length herein.

91. Defendant neither admits nor denies the legal conclusion set forth in Paragraph 91 of the Complaint.

92. Defendant neither admits nor denies the legal conclusion set forth in Paragraph 92 of the Complaint.

93. Defendant denies the allegations in Paragraph 93 of the Complaint.

94. Defendant denies the allegations in Paragraph 94 of the Complaint.

95. Defendant denies the allegations in Paragraph 95 of the Complaint.

96. Defendant denies the allegations in Paragraph 96 of the Complaint.

WHEREFORE, Defendant seeks judgment dismissing Plaintiff's claims with prejudice and awarding Defendant's counsel fees and costs.

**AS TO COUNT 4: CIVIL CONSPIRACY
(As Against All Defendants)**

97. Defendant repeats and re-alleges each statement set forth in the preceding paragraphs of this pleading as if same were set forth at length herein.

98. Defendant denies the allegations in Paragraph 98 of the Complaint.

99. Defendant denies the allegations in Paragraph 99 of the Complaint.

100. Defendant denies the allegations in Paragraph 100 of the Complaint.

101. Defendant denies the allegations in Paragraph 101 of the Complaint.

102. Defendant denies the allegations in Paragraph 102 of the Complaint.

103. Defendant denies the allegations in Paragraph 103 of the Complaint.

104. Defendant denies the allegations in Paragraph 104 of the Complaint.

105. Defendant denies the allegations in Paragraph 105 of the Complaint.

106. Defendant denies the allegations in Paragraph 106 of the Complaint.

107. Defendant denies the allegations in Paragraph 107 of the Complaint.

WHEREFORE, Defendant seeks judgment dismissing Plaintiff's claims with prejudice and awarding Defendant's counsel fees and costs.

AS TO COUNT 5: NEGLIGENCE
(As Against All Defendants)

108. Defendant repeats and re-alleges each statement set forth in the preceding paragraphs of this pleading as if same were set forth at length herein.

109. Defendant neither admits nor denies the legal conclusion set forth in Paragraph 109 of the Complaint.

110. Defendant denies the allegations in Paragraph 110 of the Complaint.

111. Defendant denies the allegations in Paragraph 111 of the Complaint.

WHEREFORE, Defendant seeks judgment dismissing Plaintiff's claims with prejudice and awarding Defendant's counsel fees and costs.

AS TO COUNT 6: BREACH OF CONTRACT
(As Against Roebling Re)

112. Defendant repeats and re-alleges each statement set forth in the preceding paragraphs of this pleading as if same were set forth at length herein.

113. Defendant neither admits nor denies the allegations in Paragraph 113 of the Complaint as same are not directed to answering Defendant.

114. Defendant neither admits nor denies the allegations in Paragraph 114 of the Complaint as same are not directed to answering Defendant.

115. Defendant neither admits nor denies the allegations in Paragraph 115 of the Complaint as same are not directed to answering Defendant.

116. Defendant neither admits nor denies the allegations in Paragraph 116 of the Complaint as same are not directed to answering Defendant.

117. Defendant neither admits nor denies the allegations in Paragraph 117 of the Complaint as same are not directed to answering Defendant.

118. Defendant neither admits nor denies the allegations in Paragraph 118 of the Complaint as same are not directed to answering Defendant.

119. Defendant neither admits nor denies the allegations in Paragraph 119 of the Complaint as same are not directed to answering Defendant.

120. Defendant neither admits nor denies the allegations in Paragraph 120 of the Complaint as same are not directed to answering Defendant.

WHEREFORE, Defendant seeks judgment dismissing Plaintiff's claims with prejudice and awarding Defendant's counsel fees and costs.

NEW MATTER PURSUANT TO PA. R. CIV. P. 1030

121. Defendant did not assume any liabilities of Vanbridge in its acquisition of assets of Vanbridge.

122. There is no contractual relationship or privity between SHIP and Defendant.

123. Vanbridge did not owe a fiduciary duty to SHIP. Even if Vanbridge did owe a fiduciary duty to SHIP, SHIP expressly waived any such duty in the March 21, 2016 Engagement Letter. (*See* Exhibit 1, § 5).

124. Pursuant to the March 21, 2016 Engagement Letter, Vanbridge had no legal obligation to verify or conduct any independent appraisal or valuation of Roebling Re. (*See* Exhibit 1, § 8).

125. To the extent Vanbridge had any contractual obligations to SHIP, it performed them.

126. Any act or omission by Defendant was not the proximate cause of Plaintiff's injuries and damages.

127. The sole proximate cause of any injuries or damages was the act/omission of others for which Defendant had no control or right of control.

128. Plaintiff's Complaint fails or may fail to state a claim upon which relief can be granted.

129. Plaintiff's claims are or may be barred by applicable statutes of limitation or the doctrine of laches.

130. Plaintiff's claims are barred by the doctrines of waiver and estoppel.

131. Plaintiff's claims are barred by the statute of frauds.

132. Plaintiff's claims are barred by the doctrine of unclean hands.

133. Defendant is free of any and all negligence.

134. Defendant incorporates by reference, as if more fully set forth in length herein, all defenses both affirmative and otherwise, raised, pleaded, or asserted by all other defendants.

WHEREFORE, Defendant seeks judgment dismissing Plaintiff's claims with prejudice and awarding Defendant's counsel fees and costs.

OMNIBUS REPLY TO CROSSCLAIMS

1. Answering Defendant denies all allegations of cross-claims insofar as they refer to answering defendant, which are either filed or hereafter will be filed by any Co-Defendants and/or third-party defendants.

PORZIO, BROMBERG & NEWMAN, P.C.
*Attorneys for Defendant Edgewood Partners
Insurance Center, Inc. d/b/a Vanbridge, an EPIC
Company (improperly pled as Vanbridge, an
EPIC Company)*

BY: /s/ Cheryl A. Santaniello

CHERYL A. SANTANIELLO

Dated: March 30, 2022

VERIFICATION

CHERYL A. SANTANIELLO, ESQ. states that she is the attorney for Defendant, Attorneys for Defendant Edgewood Partners Insurance Center, Inc. d/b/a Vanbridge, an EPIC Company; that she is acquainted with the facts set forth in the Answer to Plaintiffs' Fourth Amended Complaint; that the same are true and correct to the best of her knowledge, information and belief; and that this statement is made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.

/s/ Cheryl A. Santaniello
CHERYL A. SANTANIELLO, ESQ.

Date: March 30, 2022

PORZIO, BROMBERG & NEWMAN, P.C.

300 Delaware Avenue, Suite 220
Wilmington, DE 19801-1607
(302) 526-1234

Cheryl A. Santaniello, Esq.

Attorneys for Defendant Edgewood Partners Insurance Center, Inc. d/b/a Vanbridge, an EPIC Company (improperly pled as Vanbridge, an EPIC Company)

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To: Plaintiff

You are Hereby Notified to Plead

to the Following New Matter

*Within Twenty (20) Days from the Service Hereof or
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Jessica K. Altman, Insurance Commissioner
of the Commonwealth of Pennsylvania in her
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CERTIFICATE OF SERVICE

1829 Eastchester Drive
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300 Park Avenue, 21st Floor
New York, NY 10022

Bruckner Charitable Trust
2711 Centerville Road, Suite 210
Wilmington, DE 19808-1660

CERTIFICATE OF SERVICE

I, Cheryl A. Santaniello, hereby certify that on March 30, 2022, I caused to be filed the Answer and New Matter of Edgewood Partners Insurance Company, Inc. d/b/a Vanbridge, an EPIC Company (improperly pled as Vanbridge, an EPIC Company) through the Court's PACFile system, and that notice was provided to all parties listed on the Master Service List associated with 2 SHP 2022.

/s/ Cheryl A. Santaniello
Cheryl A. Santaniello