

# EXHIBIT B

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

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EROS INTERNATIONAL PLC,

Plaintiff,

- against -

MANGROVE PARTNERS, NATHANIEL H. AUGUST,  
MANUEL P. ASENSIO, ASENSIO & COMPANY,  
INC., MILL ROCK ADVISORS, INC.,  
GEOINVESTING, LLC, CHRISTOPHER IRONS,  
DANIEL E. DAVID, FG ALPHA MANAGEMENT,  
LLC, FG ALPHA ADVISORS, FG ALPHA, L.P.,  
CLARITYSPRING INC., CLARITYSPRING  
SECURITIES LLC, NATHAN Z. ANDERSON AND  
JOHN DOES NOS. 1-30,

Defendants.

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Index No. 653096/2017

**EROS' SECOND SET OF REQUESTS FOR ADMISSION TO  
DEFENDANT MANUEL P. ASENSIO**

**PLEASE TAKE NOTICE** that pursuant to Article 31 of the Civil Practice Law and Rules (“CPLR”), the Rules of the Commercial Division of the Supreme Court, and the Court’s Individual Practices, Plaintiff Eros International Plc (“Eros”), by and through its undersigned counsel, serves this Second Set of Requests for Admission (each a “Request,” and together, the “Requests”) on Defendant Manuel P. Asensio. Mr. Asensio is to serve sworn answers to each of the Requests set forth below at the offices of Kasowitz Benson Torres LLP, 1633 Broadway, New York, New York 10019 within twenty (20) days from the date hereof.

## DEFINITIONS

As used in the Requests, the following terms shall have the definitions listed below.

Terms not defined herein shall have the meanings assigned to them, if any, by the CPLR and the Rules of Practice of the Supreme Court of the State of New York, New York County.

1. The terms “and” and “or” shall be construed either disjunctively or conjunctively as necessary so as to bring within the scope of the Requests all responses that might otherwise be construed to be outside of their scope.

2. The terms “any,” “all” and “each” shall be construed broadly, and shall mean each, any, and all as necessary so as to bring within the scope of the Requests all responses that otherwise could be construed to be outside of their scope.

3. The term “Apartment” shall mean 400 East 54th Street, Apartment 29B, New York NY, 10022.

4. The term “Apartment Building” shall mean 400 East 54th Street, New York NY, 10022.

5. The term “Commencement Papers” shall mean, copies of the Summons with Notice (Dkt. No. 1), Supplemental Summons (Dkt. No. 2), Complaint (Dkt. No. 3), and Notice of Commencement of Action, in the above captioned action.

6. The term “communicated with” means the act of transmitting any communication.

7. The term “communication” means transmitted information of any kind, in any form, whether draft or actual (including voicemail recordings, transcripts, phone records, and communication logs) and by any means, and includes any documents concerning or reflecting communications.

8. The term “concerning” means comprising, consisting of, concerning, referring to, reflecting, regarding, supporting, evidencing, relating to, prepared in connection with, used in

preparation for, or being in any way legally, logically, or factually concerned with the matter or document described, referred to or discussed.

9. The term “Defendant” means any Defendant mentioned in the Complaint, including any named or John Doe Defendant and any of their employees or agents.

10. The term “Doorman” shall mean any person or persons stationed at or near the entrance to, and responsible for providing security and courtesy services for, the Apartment Building and its residents, including monitoring and controlling which guests may enter into the Apartment Building.

11. The term “Eros” means Eros International Plc and includes its current and former subsidiaries, affiliates, directors, shareholders, employees, or officers.

12. The term “including” means including without limitation, and is otherwise used in the broadest sense of the term so that the specification of a particular matter in a Request is not intended to exclude any other documents or categories of documents that might be responsive to the Request.

13. The term “Mail” shall mean any mail delivered to any Resident at the Apartment Building by the United States Postal Service or any private carrier such as Federal Express or the United Parcel Service.

14. The term “Mailroom” means any centralized location within or otherwise associated with the Apartment Building that receives, holds, or otherwise processes Mail on behalf of the Apartment Building’s Residents.

15. The term “person” means all natural persons, corporations, partnerships or other business associations, other legal or governmental entities or associations, and any juridical entity of whatever form.

16. The term “Resident” means any person that resides at the Apartment Building.

17. The terms “You,” “Your” and “Asensio” mean Manuel P. Asensio, and any of Your employees, agents or attorneys, including Mitchell Cantor.

**INSTRUCTIONS**

1. All requests are deemed to be admitted unless you provide a written answer or objection to each request.

2. If a request is not admitted, your answer must specifically deny the request or state in detail why you cannot truthfully admit or deny the request. A denial must fairly respond to the substance of the request.

3. You may assert lack of knowledge or information as a reason for failing to admit or deny a request only if you state you have made a reasonable inquiry and that the information you currently know or can readily obtain is insufficient to enable you to admit or deny the request.

4. The singular form of a word shall be construed as a plural, and the plural as the singular, as necessary, to bring within the scope of the Requests all responses which might otherwise be considered to be beyond its scope.

5. The use of a verb in any tense shall be construed as the use of the verb in all other tenses, as necessary, to bring within the scope of the Requests all responses which might otherwise be considered to be beyond its scope.

6. The use of capital letters, lower case letters or quotation marks in the Requests shall not be construed to limit the scope of any Request contained herein.

7. All phrases following the terms “including,” “including, but not limited to,” and “including without limitation” are intended to illustrate the kinds of matters that are responsive to

the Requests. Such examples are not exhaustive of the information sought and shall not in any way be read to limit the scope of the Requests.

8. In the event that any Request is not answered in whole or in part on the basis of an assertion of the attorney-client privilege, the work-product doctrine or any other claim of privilege or immunity, answer each such Request to the extent consistent with the privilege or immunity asserted, and provide information sufficient to permit the Court to make a determination whether a proper basis exists for the assertion of privilege or immunity.

9. The Requests shall be deemed continuing and, to the extent that your answers may be enlarged, amplified, diminished or otherwise modified by information acquired subsequent to the production of your initial answers, you are required to promptly produce supplemental answers reflecting such changes and/or additional information.

10. If you are unable to respond to a Request or can only partially respond to a Request, you should respond to the Request to the extent possible and also state or describe: (i) the reason(s) you cannot respond fully; (ii) a list of all Requests that can only be responded to partially or cannot be responded to; and (iii) the earliest date that you can provide complete responses to the Requests.

11. Unless otherwise specified, the Relevant Time Period for the Requests is **September 1, 2017 to December 31, 2017.**

#### **REQUESTS FOR ADMISSION**

1. Admit that You resided at the Apartment during the Relevant Time Period.
2. Admit that You were not at the Apartment on Friday, September 29, 2017, between 7:00 pm and 8:00 pm.

3. Admit that You were not at the Apartment on Saturday, September 30, 2017, between 8:00 am and 9:00 am.
4. Admit that You were not at the Apartment on Saturday, September 30, 2017, between 5:00 pm and 6:00 pm.
5. Admit that You were not at the Apartment on Monday, October 2, 2017, between 10:00 am and 11:00 am.
6. Admit that You were not at the Apartment on Monday, October 2, 2017, between 6:00 pm and 7:00 pm.
7. Admit that You were not at the Apartment on Tuesday, October 3, 2017, between 12:30 pm and 1:30 pm.
8. Admit that You did not answer the door of your Apartment at or around 7:18 pm on Monday, September 29, 2017.
9. Admit that You did not answer the door of your Apartment at or around 8:45 am on Saturday, September 30, 2017.
10. Admit that You did not answer the door of your Apartment at or around 5:15 pm on Saturday, September 30, 2017.
11. Admit that You did not answer the door of your Apartment at or around 10:30 am on Monday, October 2, 2017.
12. Admit that You did not answer the door of your Apartment at or around 6:41 pm on Monday, October 2, 2017.
13. Admit that You did not answer the door of your Apartment at or around 12:56 pm on Tuesday, October 3, 2017.

14. Admit that the Apartment Building maintains a Mailroom or otherwise receives Mail for its residents pursuant to a standard delivery schedule set for each type of Mail.
15. Admit that You received Mail that was addressed to You at the Apartment during the Relevant Time Period.
16. Admit that the Apartment Building had a doorman during the Relevant Time Period.
17. Admit that persons not residing in the Apartment Building are not allowed to enter the Apartment Building without permission.
18. Admit that the Doorman is responsible for monitoring who is allowed to enter the Apartment Building.
19. Admit that on or about Monday, October 2, 2017, at 6:41 pm, You were made aware that a copy the Commencement Papers, had been posted to the door of your Apartment.
20. Admit that, you received the Commencement Papers via First Class Mail.
21. Admit that You were not enlisted in the United States Military during the Relevant Time Period.
22. Admit that You have never filed an answer in the above captioned matter.
23. Admit that You have never filed a motion to dismiss under CPLR § 3211 in the above captioned matter.
24. Admit that You communicated with other defendants in the above captioned matter about this lawsuit.
25. Admit you were referring to Eros' lawsuit when you published a tweet on October 5, 2017, in response to a tweet by "Alpha Exposure." The relevant tweet is attached hereto as Exhibit A.

26. Admit that you knew about Eros's lawsuit prior to your conversation with Nathaniel August on November 20, 2017.

Dated: New York, New York  
May 20, 2019

KASOWITZ BENSON TORRES LLP



By: \_\_\_\_\_

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