

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

Caribbean Commercial Investment Bank Ltd.,

Debtor.

Chapter 11

Case No.: 16-13311 (SMB)

**ORDER GRANTING MOTION OF DEBTOR AND DEBTOR
IN POSSESSION FOR AN ORDER PURSUANT TO FEDERAL
RULE OF BANKRUPTCY PROCEDURE 2004 AUTHORIZING
EXAMINATION OF MORGAN STANLEY**

Upon consideration of the Debtor's Motion (the "Motion")¹ for an Order, pursuant to Federal Rule of Bankruptcy Procedure 2004, authorizing and directing the production of documents by Morgan Stanley Wealth Management f/k/a Smith Barney and its affiliates ("Morgan Stanley"), the Court finds that:

(i) it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order M-61 Referring to Bankruptcy Judges for the Southern District of New York Any and All Proceedings Under Title 11, dated July 10, 1984 (Ward, Acting C.J.), as amended by the Standing Order dated January 31, 2012 (Preska, C.J.);

(ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2);

(iii) venue of this case and the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409;

(iv) notice of the Motion was sufficient under the circumstances; and

(v) upon the record herein and after due deliberation, good and sufficient cause exists for

¹ Capitalized terms used but not defined in this Order shall have the meanings ascribed to such terms in the Motion.

the relief requested herein.

Accordingly, it is hereby: **ORDERED that:**

1. The Motion is granted;
2. The Debtor is authorized to serve a subpoena, document requests, and other necessary related process upon Morgan Stanley to obtain the documents within the scope of the Document Requests attached as Exhibit B to the Motion and Morgan Stanley is directed to produce responsive documents within twenty (20) calendar days of service, in accordance with Rule 2004 and this Order. ;
3. The Debtor is authorized to conduct an oral examination of Morgan Stanley with respect to the subject matter of the document requests, the documents produced or withheld by Morgan Stanley, the Smith Barney Account, Caribbean Commercial Bank (Anguilla) Ltd. ("CCB"), receipt or use of the Smith Barney Account funds, the value provided to the Debtor in exchange for the Smith Barney Account funds, or any other transfers or transactions between the Debtor and CCB, or any related party;
4. The Court retains jurisdiction to resolve any disputes arising under or related to this Order, including any discovery disputes that may arise between or among the parties, and to interpret, implement, and enforce the provisions of this Order;
5. This Order is without prejudice to the rights of the Debtor to apply for further discovery of Morgan Stanley, or of any other entity or individual; and
6. This Order shall be immediately effective and enforceable upon its entry.

Dated: May 1, 2017
New York, New York

/s/ STUART M. BERNSTEIN _____
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B
(Documents to Be Produced)

**DOCUMENTS TO BE PRODUCED
BY MORGAN STANLEY**

Definitions

1. “Morgan Stanley” shall mean Morgan Stanley Wealth Management f/k/a Smith Barney and its affiliates (“Morgan Stanley”).
2. “Communication” refers to the transmittal of information (in the form of facts, ideas, inquiries or otherwise).
3. “Concerning” means relating to, referring to, describing, evidencing or constituting.
4. “Conservator Directors” shall mean Messrs. Martin Dinning, Hudson Carr, and Shawn Williams, and each of their agents, and employees.
5. “Debtor” shall mean Caribbean Commercial Investment Bank Ltd., its agents and employees.
6. “CCB” shall mean Caribbean Commercial Bank (Anguilla) Ltd. Including, without limitation, its parent companies, subsidiary companies, predecessors, management, successors, affiliates, member firms, network members, agents, and employees.
7. “Document(s)” is defined to be synonymous in meaning and equal in scope to the usage of this term in Federal Rule of Civil Procedure 34(a)(1)(A). A draft or non-identical copy or a copy of the same document from another source is a separate document within the meaning of this term. In addition, for the avoidance of doubt a written “Communication” is a “Document.”
8. “ECCB” shall mean Eastern Caribbean Central Bank including its parent companies, subsidiary companies, predecessors, successors, affiliates, member firms, network members, agents, and employees.

9. “Funds” shall mean (i) all monies denominated in U.S. Dollars held or transferred from the Smith Barney Account (as defined herein), (ii) all monies denominated in U.S. Dollars received by the Debtor from its depositors, and (iii) the proceeds, also denominated in U.S. Dollars, of all assets of the Debtor realized or collected that were paid or transferred, at any time on or after June 1, 2010, to CCB.

10. “NCBA” shall mean National Commercial Bank of Anguilla Ltd. including its parent companies, subsidiary companies, predecessors, successors, affiliates, member firms, network members, agents, and employees.

11. “Request” or “Requests” refers to this Request for Production of Documents, including all requests for production contained herein, both individually and collectively.

1. “Smith Barney Account” refers to any account in which Debtor has an interest with Morgan Stanley Wealth Management (f/k/a Morgan Stanley Smith Barney, f/k/a Smith Barney).

2. “You” or “Your” shall mean Morgan Stanley, as defined herein, and shall include, without limitation, Morgan Stanley’s parent companies, subsidiary companies, predecessors, successors, affiliates, member firms, network members, agents, and employees, as well as the Person(s) answering this Request on behalf of such entity.

Instructions

1. All words and phrases shall be construed as singular, plural, masculine, feminine or gender neutral as necessary to bring within the scope of these Requests any information discoverable under the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) or the Federal Rules of Civil Procedure (the “Rules”).

2. Unless otherwise stated herein, the time period applicable to these Requests shall be June 1, 2010, through the present.

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

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

5. The term “including” shall be construed also to mean including but not limited to.

6. Documents are to be produced in their full and unexpurgated form, together with all drafts and non-identical copies of each.

7. In producing the documents requested herein, You should include the specific Request in response to which each Document is being produced. Each Request shall be construed independently and not with reference to any other Request for the purpose of limitation.

8. You must produce the Documents in the manner in which the Documents are kept in the ordinary course of business, indicating the file or files from which the Documents were taken.

9. These Requests call for the production of the described Documents that are in Your possession, custody or control, including those in the possession, custody or control of Your respective agents, representatives, accountants or attorneys.

10. The fact that a Document is produced by another party or non-party does not relieve you of the obligation to produce your copy of the same Document, even if the two Documents are identical.

11. If any Document requested herein was formerly in Your possession, custody or control, or Your respective agents', representatives', accountants' or attorneys' control, and has been lost or destroyed or otherwise disposed of, You are requested to submit in lieu of any such Document, a written statement:

- (a) describing the nature of the Document and its contents;
- (b) identifying the person(s) who prepared or authored the Document and, if applicable, the person(s) to whom the Document was sent;
- (c) specifying the date on which the Document was prepared or transmitted; and
- (d) specifying the date on which the Document was lost or destroyed and, if destroyed, the reasons for such destruction and the person(s) requesting and performing the destruction.

12. If and when a Document responsive to any of these Requests for production is being withheld by You based on any claim of privilege, provide, in writing, the following information with respect to each Request to which You are asserting the privilege:

- (a) the nature of the privilege (including work product) which is being claimed and, if the privilege is governed by state law, the state's privilege law being invoked;
- (b) the type of Document, *e.g.*, letter or memorandum;
- (c) the general subject matter of the Document;
- (d) the date of the Document; and
- (e) such other information as is sufficient to identify the Document for a subpoena *duces tecum*, including, where appropriate, the author of the Document, the addressees of the Document, and any other recipients shown in the Document, and, where not apparent, the relationship of the author, addressees and recipients to each other.

13. If you object to any request or any part of a request, you should state the objection and specify the ground(s) for the objection.

14. These Requests are continuing in nature and require the supplemental production of Documents if, after producing the requested Documents, you obtain or discover additional responsive Documents. Such supplemental production of Documents should be served within ten (10) days after you discover or learn of the existence of such additional responsive Documents.

Documents Requested

1. All Documents regarding the beneficiaries of the Smith Barney Account funds into which such funds were deposited, and all ledgers or other documents regarding such beneficiaries' respective interests in the Smith Barney Account in such account.

2. All Documents identifying the authorized signatories for the Smith Barney account(s) into which the Smith Barney Account were deposited or from which they were depleted.

3. All Documents concerning the decision by the Conservator Directors or any other person to transfer, or to cause the transfer, of the Smith Barney Account from the Debtor to CCB, or any other person.

4. All Documents concerning the authority of the Conservator Directors or any other person to transfer, or to cause the transfer, of the Smith Barney Account from the Debtor to CCB, or any other person.

5. All Documents concerning the payment or transfer of Funds from the Debtor to CCB, or any other person.

6. All Documents concerning the value or consideration given by CCB, or any other

person, in exchange for the payment or transfer of the Smith Barney Account to CCB.

7. All Documents identifying the person or entity in control or possession of any or all of the Smith Barney Account at any time, including the present.

8. All Documents identifying the person or entity receiving funds from the Smith Barney Account.

9. All Documents between CCB, on the one hand, and any of (a) the ECCB, (b) NCBA, (c) Debtor, or (d) any other person, on the other hand, concerning the Smith Barney Account.

10. All Documents between NCBA, on the one hand, and any of (a) the ECCB, (b) CCB, (c) Debtor, or (d) any other person, on the other hand, concerning the Smith Barney Account.

11. All Documents concerning CCB's payment or transfer of the Smith Barney Account funds back to the Debtor or paid out on its behalf.

12. All Documents concerning CCB's ability or inability to pay or transfer the Smith Barney Account funds back to the Debtor.

13. All Documents concerning NCBA's payment or transfer of the Smith Barney Account funds back to the Debtor.

14. All Documents concerning NCBA's ability or inability to pay or transfer the Smith Barney Account funds back to the Debtor.

15. All account statements and detailed daily transaction records between the Debtor and CCB.

16. All general ledgers regarding claims or balances between the Debtor and CCB.

17. All account statements for any deposit or other account in which the Smith

Barney Account funds were deposited or transferred.

18. All communications between the Conservator Directors, on the one hand, and any officer, director, or administrator (including, without limitation, William Tacon) of Debtor, or any of the ECCB or NCBA, on the other hand, regarding the Smith Barney Account.

19. All Documents concerning whether CCB was solvent or insolvent on a balance sheet test.

20. All Documents concerning whether CCB was generally paying its debts as they fell due.

21. All Documents concerning whether the Debtor was solvent or insolvent on a balance sheet test.

22. All Documents concerning whether the Debtor was generally paying its debts as they fell due.

23. All Documents concerning any agreements to which the Debtor and CCB were or are both a party.

24. All Documents evidencing any indebtedness, and the classification of the same, between the Debtor and CCB.

25. All Documents evidencing CCB's transfer of any Funds to a person or entity other than the Debtor.