

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

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BURTON W. WIAND, as Receiver for
OASIS INTERNATIONAL GROUP LTD.;
OASIS MANAGEMENT, LLC; AND
SATELLITE HOLDINGS COMPANY,

Plaintiff,

Civil Action No. 8:20-cv-00862-VMC-TGW

v.

ANSWER

CHRIS AND SHELLEY ARDUINI, et al.,

Defendants.
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Defendant OFFER ATTIA ("Defendant"), appearing Pro Se, in answering the Complaint herein respectfully alleges as follows:

1. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs "1" through "133".

2. Admit paragraph "12" only in respect to the fact that Defendant is a resident of Westchester, NY.

As to the COUNT I Claim

3. Deny the allegations contained in paragraphs numbered "134" through "142" of the Complaint.

As to the COUNT II Claim

4. Deny the allegations contained in paragraphs numbered "143" through "149" of the Complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE DEFENDANT ALLEGE:

5. Plaintiff's claims are barred in that Plaintiff has failed to state a cause of action against Defendant upon which relief may be granted, cognizable in equity or law.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE DEFENDANT ALLEGE:

6. Plaintiff's claims are barred by the applicable statute of limitations.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE DEFENDANT ALLEGE:

7. That some or all of the alleged transfers were received by the Defendant where the Defendant was an immediate transferee of an initial transfer, received the transfer for value and without knowledge of the voidability of the transfer sought to be voided.

8. That by reason of the foregoing, the Plaintiff cannot maintain this action pursuant to 11 U.S.C. §550(b).

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE DEFENDANT ALLEGE:

9. That upon information and belief, any alleged payments were payments of a debt incurred by Defendant in the ordinary course of the business or financial affairs of Oasis Management LLC and were made according to ordinary business terms or within the parameters of 11 U.S.C. §547(c)(2).

10. That by reason of the foregoing, the Plaintiff cannot maintain this action.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE DEFENDANT ALLEGE:

11. That Defendant is victim of the fraudulent scheme Plaintiff alleges Oasis Management LLC committed against numerous creditors and Defendant has suffered great losses pursuant to said fraudulent schemes and are bona fide creditors of Oasis Management LLC as a result thereof.

12. That by reason of the foregoing, the Plaintiff cannot maintain this action.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE DEFENDANT ALLEGE:

13. That Defendant maintains a defense based on a contemporaneous exchange for new value.

14. That by reason of the foregoing, the plaintiff cannot maintain this action.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE DEFENDANT ALLEGE:

15. That Defendant maintains a defense based on release, waiver, estoppel and unclean hands.

16. That by reason of the foregoing, the plaintiff cannot maintain this action.

WHEREFORE, Defendant demands judgment against Plaintiff as follows:

- a. Dismissing the Complaint in its entirety, and awarding to Defendants their costs, including reasonable attorney's fees and disbursements in defending this action; and
- b. Granting such other and further relief that this court deems just and proper.

By: 

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