

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

CASE NO: 20-00862-VMC-TGW

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

Plaintiff,

vs.

CHRIS AND SHELLEY ARDUINI, et. al.,

Defendants.

**DEFENDANTS', BRADLEY AND CARRIE KANTOR, ANSWER
AND AFFIRMATIVE DEFENSES TO PLAINTIFF'S COMPLAINT**

Defendants, BRADLEY AND CARRIE KANTOR, (hereinafter, "Defendants"), by and through its undersigned counsel, Whitelock & Associates, P.A., and pursuant to Fed.R.Civ.P. 7, files this Answer and Affirmative Defenses to Plaintiff's Complaint, as follows:

1-50. In response to paragraphs "1" through "50" of the Complaint, the Defendants are without sufficient knowledge as to the truth or falsity of the allegations in said paragraphs, and therefore deny said allegations.

51. In response to paragraph "51" of the Complaint, the Defendants are residents of Monroe County, Florida. However, the Defendant's are without sufficient knowledge as to the truth or falsity of the remaining allegation in said paragraph, and therefore denies said allegation.

52-133. In response to paragraphs “52” through “133” of the Complaint, the Defendants are without sufficient knowledge as to the truth or falsity of the allegations in said paragraphs, and therefore deny said allegations.

COUNT I

Florida Statutes § 726: Uniform Fraudulent Transfer Act
False Profits

134. In response to paragraph 134 of the Complaint, the Defendants incorporate its responses to paragraphs 1 through 133, as if fully set forth herein.

135. In response to paragraph number 135 of the Complaint, the Defendants deny said allegation.

136. In response to paragraph number 136 of the Complaint, the Defendants deny said allegation.

137. In response to paragraph number 137 of the Complaint, the Defendants deny said allegation.

138. In response to paragraph number 138 of the Complaint, the Defendants deny said allegation.

139. In response to paragraph number 139 of the Complaint, the Defendants deny said allegation.

140. In response to paragraph number 140 of the Complaint, the Defendants deny said allegation.

141. In response to paragraph number 141 of the Complaint, the Defendants deny said allegation.

142. In response to paragraph number 142 of the Complaint, the Defendants deny said allegation and in response to the WHEREFORE clause following paragraph 142 of the Complaint, the Defendants deny that the Plaintiff is entitled to any relief requested therein.

COUNT II

Unjust Enrichment **False Profits**

143. In response to paragraph 143 of the Complaint, the Defendants incorporate its responses to paragraphs 1 through 133, as if fully set forth herein.

144. In response to paragraph number 144 of the Complaint, the Defendants deny said allegation.

145. In response to paragraph number 145 of the Complaint, the Defendants deny said allegation.

146. In response to paragraph number 146 of the Complaint, the Defendants deny said allegation.

147. In response to paragraph number 147 of the Complaint, the Defendants deny said allegation.

148. In response to paragraph number 148 of the Complaint, the Defendants deny said allegation.

149. In response to paragraph number 149 of the Complaint, the Defendants deny said allegation and in response to the WHEREFORE clause following paragraph 149 of the Complaint, the Defendants deny that the Plaintiff is entitled to any relief requested therein.

WHEREFORE, having fully answered the Complaint filed herein and denies all averments not otherwise answered, the Defendants state the following affirmative defenses to this action:

AFFIRMATIVE DEFENSES

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

2. Receiver's claims are barred by the applicable statute of limitations.

3. The Receiver lacks standing to assert this action.

4. To the extent the Defendants received any alleged voidable transfers under Florida Statutes Section 726.101, et seq., Defendants took for reasonably equivalent value and in good faith, or are subsequent transferees of person/s who took in good faith and for a reasonably equivalent value.

5. To the extent the Defendants received any alleged voidable transfers under Florida Statutes Section 726.101, any judgment is limited to the value of the transferred assets or amounts necessary to satisfy the individuals claims, whichever is less.

6. To the extent the Defendants received any alleged voidable transfers under Florida Statutes Section 726.101, et seq., Defendants are entitled to the remedies and offset/s for any value given as to the exchange for the alleged transfers.

WHEREFORE, having fully answered the Complaint herein and having raised affirmative defenses thereto and reserving the right to raise additional affirmative defenses, Defendants request that the instant action be summarily dismissed and that it be awarded its costs, expenses and reasonable attorneys' fees based upon the authority cited herein incurred in this matter.

DEMAND FOR JURY TRIAL

The aforementioned Defendants demand trial by jury of all issues triable as of right by Jury.

Respectfully submitted,

WHITELOCK & ASSOCIATES, P.A.

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/s/Christopher J. Whitelock

CHRISTOPHER J. WHITELOCK

Florida Bar No.: 0067539

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by e-mail to: Jared J. Perez, Esq., Larry Dougherty, Esq., Wiand Guerra King, P.A., 5505 West Gray Street, Tampa, FL 33609, e-mail: jperez@wiandlaw.com and ldougherty@wiandlaw.com, this 28 day of July, 2020.

/s/Christopher J. Whitelock

CHRISTOPHER J. WHITELOCK