

IN THE CIRCUIT COURT OF THE
SEVENTEENTH JUDICIAL CIRCUIT IN
AND FOR BROWARD COUNTY, FLORIDA

CASE NO. 12-028324 (07)

Complex Litigation Unit

P & S ASSOCIATES, GENERAL
PARTNERSHIP and S & P ASSOCIATES,
GENERAL PARTNERSHIP,

Plaintiff,

v.

ROBERTA P. ALVES, ET AL.,

Defendants.

**DEFENDANTS, CARMELO AND BERTHA SANTAMARIA'S
ANSWER TO THIRD AMENDED COMPLAINT**

Defendant, Carmelo and Bertha Santamaria, by and through undersigned counsel,
submits their Answer to the Third Amended Complaint.

1. Admitted
2. Admitted.
3. Admitted.
4. Admitted.
- 5-188. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.
189. Defendant Carmelo Santamaria resided in Orlando County, Florida at the time of his participation in the partnership or partnerships.

190. Defendant Bertha Santamaria resided in Orlando County, Florida at the time of her participation in the partnership or partnerships

191-349. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.

350. Admitted.

351. Admitted.

352. Admitted.

353. Admitted.

354. Admitted.

355. Denied.

356. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.

357. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.

358. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.

359. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.

360. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.

361. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.
362. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.
363. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.
364. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.
365. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.
366. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.
367. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied. The attached document speaks for itself.
368. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied. The attached document speaks for itself.
369. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied. The attached document speaks for itself.
370. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied. The attached document speaks for itself.

371. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied. The attached document speaks for itself.
372. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied. The attached document speaks for itself.
373. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied. The attached document speaks for itself.
374. Admitted.
375. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.
376. Denied.
377. Denied. SIPC insurance is inapplicable in this case as the partnerships are not broker-dealers covered by SIPC.
378. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.
379. Denied.
380. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.
381. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.
382. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.

COUNT I

DECLARATORY RELIEF

383. Defendants Carmelo and Bertha Santamaria's averments in response to paragraphs 1 through 382 are incorporated by reference as if fully set forth herein.
384. Admitted.
385. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.
386. Defendants Carmelo and Bertha Santamaria admit that the Plaintiff seeks direction from the Court as to the appropriate method for distribution but denies that any method of distribution that strays from the Partnership Agreement is appropriate.

COUNT II

INTERPLEADER

387. Defendants Carmelo and Bertha Santamaria's averments in response to paragraphs 1 through 382 are incorporated by reference as if fully set forth herein.
388. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.
389. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.
390. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.
391. Denied.

COUNT III
INJUNCTION

392. Defendants Carmelo and Bertha Santamaria's averments in response to paragraphs 1 through 382 are incorporated by reference as if fully set forth herein.
393. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.
394. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.
395. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.
396. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.
397. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.
398. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.
399. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.
400. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.

401. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.
402. Defendants Carmelo and Bertha Santamaria are without knowledge as to these allegations and they are, therefore, denied.
403. Admitted that the Partnerships are seeking an injunction. The balance of the paragraph is denied.
404. Admitted that the Partnerships are seeking a declaration. The balance of the paragraph is denied.

AFFIRMATIVE DEFENSES

1. Plaintiffs come to this court with unclean hands in that they are ignoring the plain language of the Partnership Agreement with respect to distributions of funds on hand as well as funds distributed in the past.
2. Plaintiffs' attempt to coerce the present and former partners to accept the "net investment" method of calculation demonstrates that they are not "in a position of indifference" since they are advocating favoring certain partners over others.
3. Plaintiffs' use of a case decided by the Federal Second Circuit Court of Appeals relating to a SIPC liquidation is inapplicable as this investment was a partnership, not a SIPC-insured brokerage account. The Partnerships appear to have been SIPC claimants in the underlying Madoff litigation. To the extent the Partnerships received SIPC funds, these funds **should be distributed in accordance with the Partnership agreement.**

4. Defendants Carmelo and Bertha Santamaria have not asserted a claim against the funds on deposit and does not intend to assert a claim against such funds unless this court rules in a companion case that it must return investment funds that it received in years far beyond any statutory limitations period.

Wherefore, Defendants Carmelo and Bertha Santamaria, demand judgment against Plaintiffs denying all recovery and awarding Defendants Carmelo and Bertha Santamaria their costs and attorneys fees.

DATED: January 17, 2014

Respectfully Submitted,

/s/ Marc S. Dobin
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via the efilng portal on January 17, 2014, to:

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