

**IN THE CIRCUIT COURT OF THE
17TH 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,**

Plaintiffs,

v.

ROBERTA P. ALVES, ET AL.,

Defendants.

**JOINT ANSWER AND AFFIRMATIVE DEFENSES BY DEFENDANTS, JAMES A.
JORDAN AND THE JAMES A. JORDAN LIVING TRUST, TO THE FOURTH
AMENDED COMPLAINT FOR INTERPLEADER AND DECLARATORY RELIEF**

The Defendants, James A. Jordan (“Jordan”) and the James A. Jordan Living Trust (the “Jordan Trust”) (together, “Defendants”), by and through counsel, file this Joint Answer and Affirmative Defenses by Defendants, James A. Jordan and the James A. Jordan Living Trust, to the Fourth Amended Complaint For Interpleader and Declaratory Relief (the “Answer”) in corresponding numbered paragraphs to the Fourth Amended Complaint For Interpleader and Declaratory Relief (the “Complaint”) filed by Plaintiffs, Philip J. Von Kahle, as Conservator for P & S Associates, General Partnership (“P&S) and S & P Associates, General Partnership (“S&P”)(together “Plaintiffs”, “Conservator” or “Partnerships”) and states, as follows:

JURISDICTION

1. The Defendants admit the allegations contained in paragraph (1) of the Complaint for jurisdictional purposes only.

VENUE

2. The Defendants admit the allegations contained in paragraph (2) of the Complaint for venue purposes only.

3. The Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs (3) through (280) of the Complaint and,

therefore, deny same.

4. The Defendants admit the allegations contained in paragraph (281) of the Complaint. Further, the Defendants assert an interest in any and all partnership assets distributed in this action to the extent of their interest in such assets as provided by applicable Florida statutes and as otherwise provided by law.

5. The Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs (282) through (440) of the Complaint and, therefore, deny same.

6. The Defendants admit the allegations contained in paragraph (441) of the Complaint. Further, the Defendants assert an interest in any and all partnership assets distributed in this action to the extent of their interest in such assets as provided by applicable Florida statutes and as otherwise provided by law.

7. The Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs (442) through (466) of the Complaint and, therefore, deny same.

8. The Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs (467) and (468) of the Complaint and, therefore, deny same.

9. The Defendants admit only that the Amended and Restated Partnership Agreement of S&P (the "S&P Agreement") attached to the Complaint as Exhibit "A" speaks for itself, but are without knowledge and deny the remaining allegations contained in paragraph (469) of the Complaint.

10. The Defendants admit only that the Amended and Restated Partnership Agreement of P&S (the "P&S Agreement") attached to the Complaint as Exhibit "B" speaks for itself, but are without knowledge and deny the remaining allegations contained in paragraph (470) of the Complaint.

11. The Defendants neither admit nor deny the statement set forth in paragraph (471) of the Complaint.

12. The Defendants admit that the Partnership Agreements speak for themselves with respect to the allegations contained in paragraph (472) of the Complaint.

13. The Defendants admit, in part, and deny, in part, the allegations contained in

paragraph (473) of the Complaint.

14. The Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs (474) and (475) of the Complaint and, therefore, deny same.

15. The Defendants admit the allegations contained in paragraphs (476) through (483) of the Complaint.

16. The Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs (484) of the Complaint and, therefore, deny same.

17. The Defendants admit only that the S&P Settlement Agreement and P&S Settlement Agreement attached to the Complaint as Exhibits “C” and “D”, respectively, speak for themselves, but are without knowledge and deny the remaining allegations contained in paragraph (485) and (486) of the Complaint.

18. The Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs (487) through (491) of the Complaint and, therefore, deny same.

19. The Defendants admit in part, and denied, in part, the allegations contained in paragraph (492) of the Complaint.

THE CONTROVERSY

20. The Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph (493) of the Complaint.

21. The Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs (494) through (500) of the Complaint and, therefore, deny same.

COUNT I DECLARATORY RELIEF

22. The Defendants incorporate herein by reference the responses to paragraphs (1) through (500) above with respect to paragraph (501) of the Complaint, as if fully set forth herein.

23. The Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs (502) through (504) of the Complaint and, therefore, deny same.

**COUNT II
INTERPLEADER**

24. The Defendants incorporate herein by reference the responses to paragraphs (1) through (500) above with respect to paragraph (505) of the Complaint, as if fully set forth herein.

25. The Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs (506) through (509) of the Complaint and, therefore, deny same.

**COUNT III
INJUNCTION**

26. The Defendants incorporate herein by reference the responses to paragraphs (1) through (500) above with respect to paragraph (510) of the Complaint, as if fully set forth herein.

27. The Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs (511) through (522) of the Complaint and, therefore, deny same.

**COUNT IV
INTERPLEADER CONCERNING GUARDIAN ANGEL TRUST, LLC**

28. The Defendants incorporate herein by reference the responses to paragraphs (1) through (500) above with respect to paragraph (523) of the Complaint, as if fully set forth herein.

29. The Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs (524) through (532) of the Complaint and, therefore, deny same.

**COUNT V
INTERPLEADER CONCERNING SPJ INVESTMENTS, LTD**

30. The Defendants incorporate herein by reference the responses to paragraphs (1) through (500) above with respect to paragraph (533) of the Complaint, as if fully set forth herein.

31. The Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph (534) of the Complaint and, therefore, deny same.

32. The Defendants admit the allegations contained in paragraph (536) of the Complaint.

33. The Defendants admit, in part, the allegations contained in paragraph (537) of the Complaint that certain of the SPJ Defendants (which includes these Defendants) would like distributions from the Partnerships to be paid directly to them, rather than through the managing

partner of SPJ, Steven Jacob; but are without knowledge as to the balance of this paragraph.

34. The Defendants admit the allegations contained in paragraphs (538) through (542) of the Complaint.

PRAYER FOR RELIEF

35. The Defendants deny the relief requested by the Plaintiffs.

FIRST AFFIRMATIVE DEFENSE
(As to Count I - Declaratory Relief)

36. The Plaintiffs are barred, in whole or in part, from seeking a determination by the Court with respect to the equitable and/or legal relations of the parties to the Partnership Agreements pursuant to the Florida Declaratory Judgments Act, Chapter 86, *Fla. Stats.*, to the extent that the relief sought by the Partnerships as set forth in Count I of the Complaint materially varies from the rights, duties and obligations of Plaintiffs under the distribution scheme provided in the Partnership Agreements, orders of the Court and/or other applicable partnership Florida law, which may prejudice and are otherwise inconsistent with the rights of the Defendants in the Funds that are subject of this action.

SECOND AFFIRMATIVE DEFENSE
(As to Count II - Interpleader)

37. The relief sought by Plaintiffs under Count II of the Complaint for Interpleader must be governed in accordance with the fiduciary duties and obligations imposed by the Court upon the Conservator to maintain possession, custody and control over the Funds at issue in this proceeding consistent with the rights and interests of the Defendants as partners in the Partnership Agreements and/or in SPJ Investments, Ltd. ("SPJ"). Accordingly, the Conservator must exercise due care to protect, preserve and distribute the Funds for the benefit and interest of the Defendants in accordance with the Partnership Agreements and SPJ, orders of the Court and/or other applicable partnership Florida law.

WHEREFORE, Defendants, James A. Jordan and the James A. Jordan Living Trust, respectfully request the Court (i) deny the relief requested by the Plaintiffs, P & S Associates, General Partnership and S & P Associates, General Partnership, in the Complaint; (ii) grant the Defendants their attorney's fees and costs for having to defend this action as provided by the Agreement; and (iii) for such other and further relief as this Court deems just and proper.

Dated this 18th day of November, 2013.

GENOVESE JOBLOVE & BATTISTA, P.A.

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CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true copy of the foregoing has been served by electronic mail to all parties listed on the attached Master Service List on this 18th day of November, 2013.

By: /s/ Barry P. Gruher

Barry P. Gruher, Esq.

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