

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

RALPH S. JANVEY, IN HIS CAPACITY AS §
COURT-APPOINTED RECEIVER FOR THE §
STANFORD INTERNATIONAL BANK, LTD., §
ET AL. §

Plaintiff, §

v. §

JAMES R. ALGUIRE, ET AL. §

Defendants. §

Case No. 03:09-CV-0724-N

**RECEIVER’S ORIGINAL ANSWER TO
CERTAIN STANFORD INVESTORS’ COUNTERCLAIMS**

The Receiver, Ralph S. Janvey, (the “Receiver”) hereby files this Original Answer to Certain Stanford Investors’ (the “Stanford Investors”) Counterclaims, stating as follows:

THE STANFORD INVESTORS’ CONVERSION COUNTERCLAIMS

1. The Stanford Investors have asserted conversion counterclaims¹ against the Receiver. In response to the Stanford Investors’ conversion counterclaims, the Receiver admits that the Stanford Investors’ accounts were frozen by this Court. The Receiver denies the remaining allegations of the Stanford Investors’ conversion counterclaims.²

¹ In the interest of judicial economy, and to avoid duplicative filings, the Receiver answers the Stanford Investors’ conversion counterclaims in this combined Answer. The Stanford Investors’ conversion counterclaims are located in Docs. 245 at ¶ 30; 246 at ¶ 29; 247 at ¶ 29; 248 at ¶ 29; 249 at ¶ 30; 250 at ¶ 29; 251 at ¶ 30; 252 at ¶ 29; 253 at ¶ 29; 254 at ¶ 30; 255 at ¶ 30; 256 at ¶ 29; 257 at ¶ 30; 258 at ¶ 30; 259 at ¶ 30; 260 at ¶ 34; 261 at ¶ 34; 262 at ¶ 34; 263 at ¶ 33; 264 at ¶ 34; 265 at ¶ 30; 266 at ¶ 30; 267 at ¶ 30; 268 at ¶ 30; 269 at ¶ 30; 270 at ¶ 30; 271 at ¶ 31; 272 at ¶ 30; 273 at ¶ 30; 274 at ¶ 30; 275 at ¶ 29; 276 at ¶ 30; 277 at ¶ 30; 278 at ¶ 30; 279 at ¶ 30; 280 at ¶ 30; 281 at ¶ 30; 282 at ¶ 29; 283 at ¶ 29; 284 at ¶ 29; 285 at ¶ 29; 286 at ¶ 29; 289 at ¶ 30; 290 at ¶ 31; 291 at ¶ 29; 292 at ¶ 29; 293 at ¶ 30; 294 at ¶ 30; 295 at ¶ 30; 297 at ¶ 29; 331 at ¶ 29; 332 at ¶ 30; 333 at ¶ 30; and 338 at ¶ 30.

² Concurrently with this Answer, the Receiver has filed a Motion to Dismiss the Stanford Investors’ conversion counterclaims. As a result, the Receiver’s Answer to the Stanford Investors’ conversion counterclaims is subject to the Motion to Dismiss. By filing this Answer, the Receiver does not intend to waive his arguments in the Motion to Dismiss.

TURNER'S ADDITIONAL COUNTERCLAIMS

2. In addition to a conversion counterclaim — which the Receiver has answered above — Thomas H. Turner (“Turner”) has asserted additional counterclaims³ (“Turner’s Counterclaims”) against the Receiver.

3. In response to the second sentence of paragraph 31 of Turner’s Counterclaims, the Receiver admits only that Turner purchased SIBL CDs. Otherwise, the Receiver is without information or knowledge sufficient to admit or deny the allegations contained in the first three sentences of paragraph 31 of Turner’s Counterclaims. The Receiver denies the remaining allegations of paragraph 31 of Turner’s Counterclaims.

4. The Receiver denies the allegations⁴ contained in paragraph 32 of Turner’s Counterclaims.

5. The Receiver is without information or knowledge sufficient to admit or deny the allegations contained in the first sentence of paragraph 33 of Turner’s Counterclaims. In response to the second sentence of paragraph 33 of Turner’s Counterclaims, the Receiver admits only that Turner purchased SIBL CDs. Otherwise, the Receiver denies the remaining allegations of paragraph 33 of Turner’s Counterclaims.

6. The Receiver denies the allegations⁵ of paragraph 34 of Turner’s Counterclaims.

7. The Receiver denies that Turner is entitled to the relief he seeks in his Prayer for Relief.

³ Turner’s additional counterclaims are located in Doc. 289 at ¶¶ 31-34.

⁴ The final sentences of paragraphs 32 and 34 of Turner’s Counterclaims and the final sentences of paragraphs 33 and 35 of Asmer’s Counterclaims state that “the Receiver will seek all damages available by statute and common law.” *See* Doc. 289 at 7; Doc. 290 at 7. While it is true that the Receiver is pursuing damages from Turner and Asmer pursuant to fraudulent-transfer and, in the alternative, unjust-enrichment law, the Receiver’s answers to Turner’s and Asmer’s allegations in those sentences assumes that their counsel intended to use the word “Respondent” — rather than “Receiver” — in those sentences.

⁵ *See supra* note 4.

ASMER'S ADDITIONAL COUNTERCLAIMS

8. In addition to a conversion counterclaim — which the Receiver has answered above — Michael S. Asmer (“Asmer”) has asserted additional counterclaims⁶ (“Asmer’s Counterclaims”) against the Receiver.

9. In response to paragraph 32 of Asmer’s Counterclaims, the Receiver admits that Asmer had a SIBL CD and that the Receiver has not remitted any CD principal or interest to Asmer since the inception of the Receivership. Otherwise, the Receiver denies the remaining allegations of paragraph 32 of Asmer’s Counterclaims.

10. The Receiver denies the allegations⁷ of paragraph 33 of Asmer’s Counterclaims.

11. The Receiver denies the allegations of paragraph 34 of Asmer’s Counterclaims.

12. The Receiver denies the allegations⁸ of paragraph 35 of Asmer’s Counterclaims.

13. The Receiver denies that Asmer is entitled to the relief he seeks in his Prayer for Relief.

AFFIRMATIVE DEFENSES

14. In response to the conversion counterclaims asserted by the Stanford Investors and in response to Turner’s Counterclaims and Asmer’s Counterclaims, the Receiver affirmatively asserts that the Stanford Investors, including Turner and Asmer, have failed to state claims or causes of action upon which relief can be granted.

15. Moreover, the Receiver affirmatively asserts that his claims against each of the Stanford Investors, including Turner and Asmer, exceed in amount each Stanford Investor’s claimed damages. As such, any amount this Court may find the Receiver owes to a Stanford Investor should be set off by the Receiver’s claims against that Stanford Investor.

⁶ Asmer’s additional counterclaims are located in Doc. 290 at ¶¶ 32-35.

⁷ *See supra* note 4.

⁸ *See supra* note 4.

PRAYER

16. The Receiver respectfully requests that the Court enter judgment that the Stanford Investors take nothing, dismiss the Stanford Investors' counterclaims with prejudice, and award the Receiver such other and further relief the Court deems proper under the circumstances.

Dated: March 15, 2010

Respectfully submitted,

BAKER BOTTS L.L.P.

By: /s/ Kevin M. Sadler

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ATTORNEYS FOR RECEIVER RALPH S. JANVEY

CERTIFICATE OF SERVICE

On March 15, 2010, I electronically submitted the foregoing document with the clerk of the court of the U.S. District Court, Northern District of Texas, using the electronic case filing system of the Court. I hereby certify that I have served the Court-appointed Examiner, all counsel and/or pro se parties of record electronically or by another manner authorized by Federal Rule of Civil Procedure 5(b)(2).

/s/ Kevin M. Sadler
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