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,	§	Case No. 03:10-CV-0366
	§	
V.	§	
	§	
MIGUEL VENGER, ET AL.,	§	
	§	
Defendants.	§	

RECEIVER'S ORIGINAL ANSWER TO THE ANTUNAS' COUNTERCLAIMS

The Receiver, Ralph S. Janvey, (the "Receiver") hereby submits this Original Answer to Manuel and Rosalia Antuna's (the "Antunas") Counterclaims, stating as follows:

ANSWER

- 1. In response to paragraph 27 of the Antunas' Counterclaims, the Receiver admits that the Antunas had a SIBL CD and that the Receiver has not remitted any CD principal or interest to the Antunas since the inception of the Receivership. Otherwise, the Receiver denies the remaining allegations of paragraph 27 of the Antunas' Counterclaims.
- 2. The Receiver denies the allegations¹ of paragraph 28 of the Antunas' Counterclaims.

The final sentences of paragraphs 28 and 30 of the Antunas' Counterclaims state that "the Receiver will seek all damages available by statute and common law." *See* Doc. 22 at ¶ 28, 30. While it is true that the Receiver is pursuing damages from the Antunas pursuant to fraudulent-transfer and, in the alternative, unjust-enrichment law, the Receiver's answers to the Antunas' allegations in those sentences assumes that their counsel intended to use the word "Respondent"—rather than "Receiver"—in those sentences.

3. The Receiver denies the allegations of paragraph 29 of the Antunas'

Counterclaims.

4. The Receiver denies the allegations² of paragraph 30 of the Antunas'

Counterclaims.

5. The Receiver denies that the Antunas are entitled to the relief they seek in

their Prayer for Relief.

6. All allegations not expressly admitted are denied.

AFFIRMATIVE DEFENSES

7. In response to the Antunas' Counterclaims, the Receiver affirmatively

asserts that the Antunas have failed to state claims or causes of action upon which relief can be

granted.

8. Moreover, the Receiver affirmatively asserts that his claims against the

Antunas exceed in amount the Antunas' claimed damages. As such, any amount this Court may

find the Receiver owes the Antunas should be set off by the Receiver's claims against the

Antunas.

9. Because the Receiver was acting within the scope of the authority granted

to him by this Court, he is entitled to absolute judicial immunity from suit, and the Antunas have

failed to allege the absence of judicial immunity.

PRAYER

The Receiver respectfully requests that the Court enter judgment that Manuel and

Rosalia Antuna take nothing, dismiss the Antunas' Counterclaims with prejudice, and award the

Receiver such other and further relief the Court deems proper under the circumstances.

² See supra note 1.

RECEIVER'S ORIGINAL ANSWER TO MANUEL AND ROSALIA ANTUNA'S COUNTERCLAIMS

2

Dated: June 3, 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 June 3, 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

Kevin M. Sadler