UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

MICHAEL J. QUILLING, Receiver for Hammersmith Trust, LLC and Microfund, LLC	§	
Plaintiff,	§	
V.	§	CA NO. 3:00-CV-2258-M
ANTHONY D. CUPINI and CADET HOLDINGS, INC.,	§	
Defendants.	§	

ORIGINAL ANSWER

TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

Come now Anthony D. Cupini ("Cupini") and Cadet Holdings, Inc. ("Cadet"), the Defendants herein, and file this Original Answer to the Complaint filed by the Plaintiff, Michael J. Quilling, as Receiver for Hammersmith Trust, L.L.C. ("Hammersmith") and Microfund, L.L.C. ("Microfund").

1. Paragraph 1 of the Complaint is a recitation of parties which need not be admitted or denied. However, at this time, the Defendants have no reason to doubt that Plaintiff was appointed as Receiver for Hammersmith Trust, L.L.C. or Microfund, L.L.C.

2. Defendants admit paragraph 2 of the Complaint relating to the identity of Defendant Cupini.

3. Defendants admit paragraph 3 of the Complaint as it relates to the identity of Defendant Cadet, but would show that Cadet is a Nevada corporation and that Defendant Cupini is not its president.

4. With respect to issues of jurisdiction and venue, at this time the Defendants do not dispute the Court's jurisdiction.

5. Defendants do not at this time dispute that venue is proper before this Court.

6. At this time, Defendants have no reason to doubt Plaintiff's allegations that on November 13, 1998, the SEC commenced Case No. 3:98-CV-2689-M, or that Plaintiff was appointed as Receiver. However, not having had an opportunity to review the pertinent documents, Defendants do not at this time possess sufficient information to admit or deny such allegations.

7. Defendants can neither admit nor deny the allegations contained in paragraph 7 of the Complaint.

8. With respect to the allegations contained in paragraph 8 of the Complaint:

a. With respect to the first sentence, Defendants are aware of Gilliland's involvement with Microfund, but deny the remainder of the first sentence. Defendants have no reason or basis to believe Microfund was a Ponzi scheme, and had no involvement with Hammersmith.

b. With respect to the second and third sentences of paragraph 8, Defendants are without sufficient information at this time to admit or deny them at this time.

c. Defendants deny the fourth sentence of paragraph 8.

9. With respect to the allegations contained in paragraph 9, Defendants are generally without sufficient knowledge at present to admit or deny such allegations. However, Defendants would state that they never had any agreement, arrangement or dealings with Bridgeport.

10. With respect to the allegations contained in paragraph 10, Defendants deny the final sentence thereof. With respect to the remaining allegations, Defendants are generally without sufficient knowledge to presently admit or deny the same.

11. With respect to the allegations contained in paragraph 11 of the Complaint, Defendants specifically deny that they were agents/brokers and deny the first sentence of paragraph 11. Defendants admit that Cadet received approximately $502,028 in wire transactions.

12. Paragraph 12 is an incorporation of the Plaintiff's allegations in paragraphs 1 through 11. Defendants hereby incorporate their responses to paragraphs 1 through 11 of the Complaint

as set forth above.

13. Defendants deny paragraph 13 of the Complaint.

14. Defendants deny paragraph 14 of the Complaint.

15. Paragraph 15 of the Complaint is an incorporation of the allegations contained in paragraphs 1 through 14. Defendants hereby incorporate their responses to paragraphs 1 through 14 of the Complaint as set forth above.

16. Defendants deny paragraph 16 of the Complaint.

17. Defendants deny paragraph 17 of the Complaint.

18. Defendants deny paragraph 18 of the Complaint.

19. Paragraph 19 incorporates Plaintiff's prior allegations contained in paragraphs 1 through 18. Defendants incorporate their prior responses to paragraphs 1 through 18 of the Complaint as set forth above.

20. Defendants deny paragraph 20 of the Complaint.

21. Defendants deny paragraph 21 of the Complaint.

22. Paragraph 22 is an incorporation of the Plaintiff's allegations contained in paragraphs 1 through 21. Defendants incorporate their responses to paragraphs 1 through 21 as set forth above.

23. Defendants deny paragraph 23 of the Complaint.

24. Defendants would show that neither of them had any transactions with Hammersmith or Bridgeport. Plaintiff has no basis for any claim against Defendants relating to Hammersmith or Bridgeport.

25. Defendants were neither agents nor brokers for Hammersmith, Microfund or Gilliland.

26. Plaintiff's claims are barred by the applicable statute of limitations.

27. All allegations not specifically admitted are denied.

28. Defendants reserve the right to amend and/or supplement this Original Answer.

Accordingly, the Defendants, Anthony Cupini, individually, and Cadet Holdings, Inc., hereby pray that the Plaintiff take nothing by reason of his claims and for all such other and further relief to which they may be entitled.

DATE: December 7, 2000.

OF COUNSEL:

FORSHEY & PROSTOK, L.L.P.
301 Commerce Street
Suite 1150
Fort Worth, Texas 76102
(817) 877-4212 (817) 877-4151 FAX

J. Robert Forshey
State Bar No. 07264200

COUNSEL FOR DEFENDANTS ANTHONY D. CUPINI AND CADET HOLDINGS, INC.

CERTIFICATE OF SERVICE

I hereby certify that on December 7, 2000 a copy of the foregoing document was served by depositing the same in the United States Mail, postage prepaid, by Certified Mail, return receipt requested as follows:

Michael Quilling
Quilling, Selander, Cummiskey & Lownds, P.C.
2001 Bryan Street, Suite 1800
Dallas, Texas 75201

Also Via Fax

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