

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
26CV007937-910

ARTHUR DISKIN,

Plaintiff and Counterclaim-  
Defendant,

v.

MICHAEL J. SHELLEY and SPANDS  
ORBIT, LLC

Defendants and Counterclaim-  
Plaintiffs,

v.

ANCHORPOINT VENTURES 25, LLC  
and RECONXX, LLC,

Third-Party Plaintiffs,

COASTLINE CORDAGE GROUP,  
LTD. and MATTHEW D. MOORE,

Third-Party Defendants.

REPLY TO COUNTERCLAIM

Plaintiff and Counterclaim Defendant, Arthur Diskin (“**Diskin**”), by and through undersigned counsel, hereby replies or otherwise responds to the counterclaim of Counterclaim-Plaintiffs Michael J. Shelley (“**Shelley**”) and Spands Orbit, LLC (“**Spands**”), and Third-Party Plaintiffs AnchorPoint Ventures 25, LLC (“**APV**”) and Reconxx, LLC (“**Reconxx**”) (Shelley, Spands, APV and Reconxx referred to herein as the “**Shelley Parties**”), as follows:

**FIRST DEFENSE - REPLY**

Diskin replies and responds to the enumerated allegations contained in the Shelley Parties’ counterclaim by stating and alleging the following:

1. Admitted that APV is a Delaware limited liability company. Diskin is

without sufficient information to admit or deny the remaining allegations contained in Paragraph 1 and therefore denies same.

2. Diskin is without sufficient information to admit or deny the allegations contained in Paragraph 2 and they are, therefore, denied.

3. An answer is not required to these allegations, but to the extent an answer is required, the allegations are denied.

4. As to the allegations contained in Paragraph 4, it is admitted upon information and belief that Coastline is not a United States entity and has an office in Nova Scotia, Canada, and manufactures certain rope. Except as expressly admitted herein, the remaining allegations of this paragraph are denied.

5. As to the allegations contained in Paragraph 5, it is admitted that Diskin is a minority owner of Coastline. Except as expressly admitted herein, the remaining allegations of this paragraph are denied.

6. As to the allegations contained in Paragraph 6, it is admitted that Matthew D. Moore is an owner of Coastline. Diskin is without sufficient information to admit or deny the remaining allegations contained in Paragraph 6 and therefore denies same.

7. The allegations contained in Paragraph 7 contain legal conclusions to which no response is required, but to the extent a response is required, the allegations are denied.

8. Denied.

9. As to the allegations contained in Paragraph 9, it is admitted that upon information and belief that APV was organized by Shelley as a Delaware limited liability company and that APV was originally established by Shelley as a single-member LLC, and that Diskin never signed a multi-member operating agreement, nor was Diskin ever a member of APV. Except as expressly admitted herein, the remaining allegations of this paragraph are denied.

10. Denied.

11. As to the allegations contained in Paragraph 11, it is admitted that discussions occurred among Diskin, Moore and Shelley regarding each person becoming a direct or indirect member of APV. Except as expressly admitted herein, the remaining allegations of this paragraph are denied.

12. Diskin is without sufficient information to admit or deny the allegations contained in Paragraph 12 and they are, therefore, denied.

13. Admitted.

14. As to the allegations contained in Paragraph 14, the contents of the documents referenced therein are in writing and thus speak for themselves. To the extent that the allegations contained in Paragraph 14 are inconsistent with the contents of said documents, they are denied.

15. Diskin is without sufficient information to admit or deny the allegations contained in Paragraph 15 and they are, therefore, denied.

16. Diskin is without sufficient information to admit or deny the allegations contained in Paragraph 16 and they are, therefore, denied.

17. As to the allegations contained in Paragraph 17, the contents of the Note and Pledge Agreement are in writing and thus speak for themselves. To the extent that the allegations contained in Paragraph 17 are inconsistent with the contents of said documents, they are denied.

18. As to the allegations contained in Paragraph 18, the contents of the documents referenced therein are in writing and thus speak for themselves. To the extent that the allegations contained in Paragraph 18 are inconsistent with the contents of said documents, they are denied.

19. As to the allegations contained in Paragraph 19, the contents of the documents referenced therein are in writing and thus speak for themselves. To the extent that the allegations contained in Paragraph 19 are inconsistent with the contents of said documents, they are denied.

20. Diskin is without sufficient information to admit or deny the allegations

contained in Paragraph 20 and they are, therefore, denied.

21. Diskin is without sufficient information to admit or deny the allegations contained in Paragraph 21 and they are, therefore, denied.

22. Denied.

23. As to the allegations contained in Paragraph 23, the contents of the documents referenced therein are in writing and thus speak for themselves. To the extent that the allegations contained in Paragraph 23 are inconsistent with the contents of said documents, they are denied.

24. As to the allegations contained in Paragraph 24, the contents of the documents referenced therein are in writing and thus speak for themselves. To the extent that the allegations contained in Paragraph 24 are inconsistent with the contents of said documents, they are denied.

25. Diskin is without sufficient information to admit or deny the allegations contained in Paragraph 25 and they are, therefore, denied.

26. As to the allegations contained in Paragraph 26, the contents of the documents referenced therein are in writing and thus speak for themselves. To the extent that the allegations contained in Paragraph 26 are inconsistent with the contents of said documents, they are denied.

27. Diskin is without sufficient information to admit or deny the allegations contained in Paragraph 27 and they are, therefore, denied.

28. Diskin is without sufficient information to admit or deny the allegations contained in Paragraph 28 and they are, therefore, denied.

29. As to the allegations contained in Paragraph 29, the contents of the documents referenced therein are in writing and thus speak for themselves. To the extent that the allegations contained in Paragraph 29 are inconsistent with the contents of said documents, they are denied.

30. As to the allegations contained in Paragraph 30, the contents of the documents referenced therein are in writing and thus speak for themselves. To the extent that the allegations contained in Paragraph 30 are inconsistent with the contents

of said documents, they are denied.

31. The allegations contained in Paragraph 31 are not directed towards Diskin, and thus, no response is required. To the extent a response is required, the allegations are denied.

32. The allegations contained in Paragraph 32 are not directed towards Diskin, and thus, no response is required. To the extent a response is required, the allegations are denied.

33. The allegations contained in Paragraph 33 are not directed towards Diskin, and thus, no response is required. To the extent a response is required, the allegations are denied.

34. The allegations contained in Paragraph 34 are not directed towards Diskin, and thus, no response is required. To the extent a response is required, the allegations are denied.

35. Denied.

36. Denied.

37. As to the allegations contained in Paragraph 37, the contents of the documents referenced therein are in writing and thus speak for themselves. To the extent that the allegations contained in Paragraph 37 are inconsistent with the contents of said documents, they are denied. It is specifically denied that Diskin released Shelley from his obligations under the Note and Pledge Agreement.

38. As to the allegations contained in Paragraph 38, the contents of the documents referenced therein are in writing and thus speak for themselves. To the extent that the allegations contained in Paragraph 38 are inconsistent with the contents of said documents, they are denied. It is specifically denied that Diskin released Shelley from his obligations under the Note and Pledge Agreement.

39. Denied.

40. Admitted

41. Denied.

42. The allegations contained in Paragraph 42 contain legal conclusions to which no response is required, but to the extent a response is required, the allegations are denied. It is specifically denied that Shelley is not responsible for full payment of the Note.

43. Denied.

44. Denied.

45. Denied.

46. Denied.

47. Denied.

48. Denied.

49. The responses contained herein above are realleged and incorporated herein by reference as if fully set forth herein.

50. Denied. It is specifically denied that Diskin released Shelley from his obligations under the Note and Pledge Agreement.

51. Denied.

52. Denied.

53. The allegations contained in Paragraph 53 are not directed towards Diskin, and thus, no response is required. To the extent a response is required, the allegations are denied.

54. Denied.

55 – 84. The allegations contained in Paragraphs 55 - 84 are not directed towards Diskin, and thus, no response is required. To the extent a response is required, the allegations are denied.

EACH AND EVERY OTHER ALLEGATION IN THE SHELLEY PARTIES' COUNTERCLAIM NOT OTHERWISE ADMITTED IS DENIED.

### **SECOND DEFENSE**

The Shelley Parties' counterclaim against Diskin does not state claims upon which relief can be granted and should therefore be dismissed pursuant to Rule 12(b)(6)

of the North Carolina Rules of Civil Procedure. For one thing, the counterclaim appears to be premised on an alleged Allocation Agreement that is not pleaded with sufficient facts to establish formation, mutual assent, consideration, or enforceability, and because any alleged modification/release of the Note is barred by the Note's requirement that amendments be in a writing signed by both parties.

### **AFFIRMATIVE DEFENSES**

Without assuming the burden of proof where it rightly belongs to Counterclaimants, Diskin further asserts the following defenses, all which reallege and incorporate by reference as if set forth in full hereunder all of the other responses, defenses and allegations in this Reply:

#### **FIRST AFFIRMATIVE DEFENSE**

Counterclaimants' counterclaims are barred under the doctrines of waiver, estoppel and unclean hands in all forms recognized by applicable law.

#### **SECOND AFFIRMATIVE DEFENSE**

The Note provides that no amendment is effective unless in writing signed by both parties, and Counterclaimants have not pleaded (and cannot prove) a signed written amendment releasing Shelley or Spands from the Note's repayment obligations.

#### **THIRD AFFIRMATIVE DEFENSE**

To the extent Counterclaimants attempt to recast their accord and satisfaction theory as an affirmative claim for damages against Diskin, such theory does not create an independent cause of action and cannot support damages absent a valid underlying contract and breach by Diskin.

#### **FOURTH AFFIRMATIVE DEFENSE**

Counterclaimants' own pleadings and communications reflect that the Note required payoff at closing and that payoff mechanics were being pursued, undermining any claim that Diskin unequivocally released obligations under the Note.

#### **FIFTH AFFIRMATIVE DEFENSE**

Counterclaimants seek equitable relief and equitable framing while admitting

the Property sold and net proceeds were disbursed to Spands, yet the Note required net sale proceeds be applied first to Diskin's debt; Counterclaimants' failure to comply bars equitable relief.

### **RESERVATION OF DEFENSES**

Diskin reserves the right to amend this Reply and assert additional defenses, whether affirmative or otherwise, once Diskin has had an adequate opportunity to engage in discovery and a more complete investigation of the facts and circumstances surrounding this dispute.

WHEREFORE, Diskin prays the Court:

1. That Counterclaimants have and recover nothing from Diskin and that Counterclaimant's counterclaim be dismissed with prejudice;
2. That the costs of this action be taxed against Counterclaimants;
3. That Diskin recover damages from Shelley and Spands in an amount to be proved at a trial or hearing of this matter pursuant to its complaint against Shelley and Spands, together with interest and attorneys' fees as allowed by the Note and by applicable law;
4. That the Court award Diskin reasonable attorneys' fees together with such other different and additional relief as the Court deems just and proper.

This the 20<sup>th</sup> day of July, 2026.

**/s/ Keith A. Satisfsky**

Keith A. Satisfsky, Esq., NCSB #20972

SATISKY & SILVERSTEIN, L.L.P.

***Counsel for Plaintiff, Arthur Diskin***

700 Spring Forest Road, Suite 105

Raleigh, North Carolina 27609

Telephone: (919) 790-9102

Facsimile: (919) 790-1560

Email: ksatisfsky@satiskysilverstein.com

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this, a regular business day, served a copy of the foregoing paper or pleading upon all other parties to this cause by:

Eric Spengler  
SPENGLER + AGANS PLLC  
352 N. Caswell Rd.  
Charlotte, NC 28204  
Email: eric@s-a.law  
*Attorney for the Shelley Parties*

*Via electronic mail (e-mail) to an e-mail address of record with the court in the case, and by operation of the Court's electronic filing system*

This the 20<sup>th</sup> day of July 2026.

/s/ **Keith A. Satisky**  
Keith A. Satisky, Esq., NCSB #20972  
SATISKY & SILVERSTEIN, LLP  
***Counsel for Plaintiff, Arthur Diskin***  
700 Spring Forest Road, Suite 105  
Raleigh, North Carolina 27609  
Telephone: (919) 790-9102  
Facsimile: (919) 790-1560  
Email: ksatisky@satiskysilverstein.com