

Joseph J. Haspel, Esq.
Attorney for Third-Party Defendant
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Goshen, New York 10924
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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SULLIVAN

Index No.: 2013-1347

SF II PROPERTIES 2 LLC,

Plaintiff,

against-

THIRD PARTY DEFENDANT'S
ANSWER TO THIRD PARTY
PLAINTIFF'S COMPLAINT

WURTSBORO AIRPORT PRESERVATION
LEAGUE, LLC; TERRESTRIAL
ENVIRONMENTAL SPECIALISTS, INC.;
HOGAN LOVELLS, US LLP;
and "JOHN DOE 1" through "JOHN DOE 10,"
whose names are fictitious, intending to designate
the unknown individuals and/or entities who may be
in possession of the premises being foreclosed herein
or who may otherwise have some interest in the
premises being foreclosed herein,

Defendants.

HOGAN LOVELLS US LLP,

Counter-Plaintiff,

-against-

SFII PROPERTIES 2 LLC,

Counter-Defendant,

and

WURTSBORO AIRPORT PRESERVATION LEAGUE, LLC

Cross-Defendant,

and

SHALOM LAMM,

Third-Party Defendant.

Third Party Defendant, Shalom Lamm (“Lamm”), by his attorney, Joseph J. Haspel, as and for his answer and counterclaims of Third-Party Plaintiff, Hogan Lovells US LLP’s, states as follows:

1. Lamm denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 1 of the Third Party Complaint.

2. Lamm denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 2 of the Third Party Complaint.

3. Lamm admits the allegations contained in paragraph 3 of the Third Party Complaint.

4. Lamm denies the allegations contained in paragraph 4 of the Third Party Complaint, except he admits that he resides in West Hempstead, NY.

5. Lamm denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 5 of the Third Party Complaint, except Lamm admits that WAPL communicated with E. Tazewell and retained his law firm upon a document prepared and presented by Mr. Tazewell.

6. Lamm denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 6 of the Third Party Complaint, except Lamm admits that WAPL received invoices from Mr. Tazewell’s law firm.

7. Lamm denies the allegations set forth in Paragraph 7 of the Complaint, except Lamm admits that Mr. Tazewell’s law firm performed services for WAPL.

8. Lamm denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 8 of the Third Party Complaint, except Lamm admits that Mr. Tazewell's law firm performed services for WAPL.

9. Lamm denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 5 of the Third Party Complaint, except Lamm denies that he failed to fulfill any personal promises.

10. Lamm denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 10 of the Third Party Complaint.

11. Lamm denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 11 of the Third Party Complaint, except to the extent such allegations reference a written document, Lamm neither admits nor denies such allegations, but refers the Court to the document which speaks for itself.

12. Lamm admits the allegations set forth in Paragraph 12 of the Third Party Complaint.

13. Lamm denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 13 of the Third Party Complaint.

14. Lamm denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 14 of the Third Party Complaint, except to the extent such allegations reference a written document, Lamm neither admits nor denies such allegations, but refers the Court to the document which speaks for itself.

15. Lamm denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 15 of the Third Party Complaint, except to the

extent such allegations reference a written document, Lamm neither admits nor denies such allegations, but refers the Court to the document which speaks for itself.

16. Lamm denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 16 of the Third Party Complaint, except to the extent such allegations reference a written document, Lamm neither admits nor denies such allegations, but refers the Court to the document which speaks for itself.

17. Lamm denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 17 of the Third Party Complaint.

18. Lamm denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 18 of the Third Party Complaint, except to the extent such allegations reference a written document, Lamm neither admits nor denies such allegations, but refers the Court to the document which speaks for itself.

19. Lamm denies the allegations set forth in Paragraph 19 of the Third Party Complaint.

20. Lamm denies the allegations set forth in Paragraph 20 of the Third Party Complaint, except Lamm admits having a .01% ownership interest in SF II Properties 2, LLC.

21. Lamm denies the allegations set forth in Paragraph 21 of the Third Party Complaint.

22. Lamm denies the allegations set forth in Paragraph 22 of the Third Party Complaint, except to the extent such allegations reference a written document, Lamm neither admits nor denies such allegations, but refers the Court to the document which speaks for itself.

23. Lamm denies the allegations set forth in Paragraph 23 of the Third Party Complaint.

24. To the extent the allegations set forth in Paragraph 24 of the Third Party Complaint set forth a conclusion of law, Lamm neither admits nor denies such allegations, but refers the issue of law to the Court. To the extent, if any, the statement set forth in Paragraph 24 of the Third Party Complaint makes allegations of fact, Lamm denies knowledge and information sufficient to form a belief as to such allegations.

25. To the extent the allegations set forth in Paragraph 25 of the Third Party Complaint set forth a conclusion of law, Lamm neither admits nor denies such allegations, but refers the issue of law to the Court. To the extent, if any, the statement set forth in Paragraph 25 of the Third Party Complaint makes allegations of fact, Lamm denies such allegations.

26. To the extent the allegations set forth in Paragraph 26 of the Third Party Complaint set forth a conclusion of law, Lamm neither admits nor denies such allegations, but refers the issue of law to the Court. To the extent, if any, the statement set forth in Paragraph 26 of the Third Party Complaint makes allegations of fact, Lamm denies such allegations.

27. To the extent the allegations set forth in Paragraph 27 of the Third Party Complaint set forth a conclusion of law, Lamm neither admits nor denies such allegations, but refers the issue of law to the Court. To the extent, if any, the statement set forth in Paragraph 27 of the Third Party Complaint makes allegations of fact, Lamm denies such allegations.

28. Lamm denies the allegations set forth in Paragraph 28 of the Third Party Complaint.

29. With respect to the allegations set forth in Paragraph 29 of the Third Party Complaint, Lamm repeats his answers set forth in Paragraphs 1 to 28 above.

30. To the extent the allegations set forth in Paragraph 30 of the Third Party Complaint set forth a conclusion of law, Lamm neither admits nor denies such allegations, but

refers the issue of law to the Court. To the extent, if any, the statement set forth in Paragraph 30 of the Third Party Complaint makes allegations of fact, Lamm denies knowledge and information sufficient to form a belief as to such allegations.

31. To the extent the allegations set forth in Paragraph 31 of the Third Party Complaint set forth a conclusion of law, Lamm neither admits nor denies such allegations, but refers the issue of law to the Court. To the extent, if any, the statement set forth in Paragraph 31 of the Third Party Complaint makes allegations of fact, Lamm denies knowledge and information sufficient to form a belief as to such allegations.

32. To the extent the allegations set forth in Paragraph 32 of the Third Party Complaint set forth a conclusion of law, Lamm neither admits nor denies such allegations, but refers the issue of law to the Court. To the extent, if any, the statement set forth in Paragraph 32 of the Third Party Complaint makes allegations of fact, Lamm denies knowledge and information sufficient to form a belief as to such allegations.

33. To the extent the allegations set forth in Paragraph 33 of the Third Party Complaint set forth a conclusion of law, Lamm neither admits nor denies such allegations, but refers the issue of law to the Court. To the extent, if any, the statement set forth in Paragraph 33 of the Third Party Complaint makes allegations of fact, Lamm denies knowledge and information sufficient to form a belief as to such allegations.

34. Lamm denies the allegations set forth in Paragraph 34 of the Third Party Complaint.

35. To the extent the allegations set forth in Paragraph 35 of the Third Party Complaint set forth a conclusion of law, Lamm neither admits nor denies such allegations, but refers the issue of law to the Court. To the extent, if any, the statement set forth in Paragraph 35

of the Third Party Complaint makes allegations of fact, Lamm denies knowledge and information sufficient to form a belief as to such allegations.

36. To the extent the allegations set forth in Paragraph 36 of the Third Party Complaint set forth a conclusion of law, Lamm neither admits nor denies such allegations, but refers the issue of law to the Court. To the extent, if any, the statement set forth in Paragraph 36 of the Third Party Complaint makes allegations of fact, Lamm denies knowledge and information sufficient to form a belief as to such allegations.

37. With respect to the allegations set forth in Paragraph 37 of the Third Party Complaint, Lamm repeats his answers set forth in Paragraphs 1 to 36 above.

38. To the extent the allegations set forth in Paragraph 38 of the Third Party Complaint set forth a conclusion of law, Lamm neither admits nor denies such allegations, but refers the issue of law to the Court. To the extent, if any, the statement set forth in Paragraph 38 of the Third Party Complaint makes allegations of fact, Lamm denies such allegations.

39. With respect to the allegations set forth in Paragraph 39 of the Third Party Complaint, Lamm repeats his answers set forth in Paragraphs 1 to 38 above.

40. Lamm denies the allegations set forth in Paragraph 40 of the Third Party Complaint.

41. Lamm denies the allegations set forth in Paragraph 41 of the Third Party Complaint.

42. Lamm denies the allegations set forth in Paragraph 42 of the Third Party Complaint.

43. Lamm denies the allegations set forth in Paragraph 43 of the Third Party Complaint.

44. Lamm denies the allegations set forth in Paragraph 44 of the Third Party Complaint.

45. Lamm denies the allegations set forth in Paragraph 45 of the Third Party Complaint.

46. Lamm denies the allegations set forth in Paragraph 46 of the Third Party Complaint.

47. Lamm denies the allegations set forth in Paragraph 47 of the Third Party Complaint.

48. Lamm denies the allegations set forth in Paragraph 48 of the third Party Complaint.

49. To the extent the allegations set forth in Paragraph 49 of the Third Party Complaint set forth a conclusion of law, Lamm neither admits nor denies such allegations, but refers the issue of law to the Court. To the extent, if any, the statements set forth in Paragraph 49 of the Third Party Complaint makes allegations of fact, Lamm denies such allegations.

50. To the extent the allegations set forth in Paragraph 50 of the Third Party Complaint set forth a conclusion of law, Lamm neither admits nor denies such allegations, but refers the issue of law to the Court. To the extent, if any, the statement set forth in Paragraph 50 of the Third Party Complaint makes allegations of fact, Lamm denies such allegations.

51. With respect to the allegations set forth in Paragraph 51 of the Third Party Complaint, Lamm repeats his answers set forth in Paragraphs 1 to 50 above.

52. To the extent the allegations set forth in Paragraph 52 of the Third Party Complaint set forth a conclusion of law, Lamm neither admits nor denies such allegations, but

refers the issue of law to the Court. To the extent, if any, the statement set forth in Paragraph 52 of the Third Party Complaint makes allegations of fact, Lamm denies such allegations.

53. Lamm denies the allegations set forth in Paragraph 53 of the Third Party Complaint.

54. Lamm denies the allegations set forth in Paragraph 54 of the Third Party Complaint.

55. Lamm denies the allegations set forth in Paragraph 55 of the Third Party Complaint.

56. Lamm denies the allegations set forth in Paragraph 56 of the Third Party Complaint.

57. Lamm denies the allegations set forth in Paragraph 57 of the Third Party Complaint.

58. Lamm denies the allegations set forth in Paragraph 58 of the Third Party Complaint.

59. Lamm denies the allegations set forth in Paragraph 59 of the Third Party Complaint.

60. With respect to the allegations set forth in Paragraph 60 of the Third Party Complaint, Lamm repeats his answers set forth in Paragraphs 1 to 59 above.

61. Lamm denies the allegations set forth in Paragraph 61 of the Third Party Complaint.

62. Lamm denies the allegations set forth in Paragraph 62 of the Third Party Complaint.

63. Lamm denies the allegations set forth in Paragraph 63 of the Third Party Complaint.

64. Lamm denies the allegations set forth in Paragraph 64 of the Third Party Complaint.

65. Lamm denies the allegations set forth in Paragraph 65 of the Third Party Complaint.

66. With respect to the allegations set forth in Paragraph 66 of the Third Party Complaint, Lamm repeats his answers set forth in Paragraphs 1 to 65 above.

67. Lamm denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 67 of the Third Party Complaint, except to the extent such allegations reference a written document, Lamm neither admits nor denies such allegations, but refers the Court to the document which speaks for itself.

68. Lamm denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 68 of the Third Party Complaint

69. To the extent the allegations set forth in Paragraph 69 of the Third Party Complaint set forth a conclusion of law, Lamm neither admits nor denies such allegations, but refers the issue of law to the Court. To the extent, if any, the statement set forth in Paragraph 69 of the Third Party Complaint makes allegations of fact, Lamm denies knowledge and information sufficient to form a belief as to such allegations.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

70. The Note and Mortgage referenced in the Third Party Complaint was in exchange for good and valuable consideration, including, but not limited to antecedent debt due and owing

by WAPL to SF II Properties 2, LLC, or its predecessor in interest, and the promise to provide future funding, which funding was provided.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

71. Lamm does not dominate or control WAPL.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

72. Lamm does not commingle his personal assets and properties with the assets and funds of WAPL. To the contrary, during the relevant period, WAPL has had no source of funds independent of the funds provided to it by SF II Properties 2, LLC, or its predecessor, and all expenses of WAPL during the relevant period were paid with the funds so provided.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

73. Lamm has never used the funds and resources of WAPL for payment of his personal debts of the debts and obligations of other entities controlled or owned by Lamm.

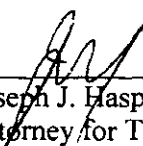
AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

74. Lack of privity of contract between Lamm and Third Party Plaintiff.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

75. Third Party Plaintiff fails to state a claim upon which relief can be granted, including, but not limited, a the claims for civil conspiracy and alter ego.

Dated: December 30, 2013
Goshen, New York



Joseph J. Haspel, Esq..
Attorney for Third Party Defendant
1 West Main Street
Goshen, New York 10924
845-694-4409

Transcript of Judgment

Judgment No : 2011-00034049

Index No : SU-2011-030646

Filed On : 09/21/2011

Balance : \$32,335.54

Kind : JUDG

Case :

PLAINTIFF

DEFENDANT

CAVOLLO, PATRICIA E
81 CHESTER PLACE H 1
ENGLEWOOD, NJ 07631

CAPITAL HORIZONS LLC
10 ROUTE 17K
BLOOMINGBURG, NY 12721
LAMM, SHALOM E
10 ROUTE 17K
BLOOMINGBURG, NY 12721

Transaction Entries

Case Description	Comment	Tran Date	Tran Time	Amount
DAMAGES				\$32,335.54
WHERE PERFECTED: ROCKLAND				\$0.00
COURT: SUPREME				\$0.00
TRANSCRIPT ISSUED		11/03/2011		\$0.00

Plaintiff Attorney

Defendant Attorney

JANINE A GETLER
131 LAFAYETTE AVE
1ST FLOOR
SUFFERN, NY 10901

STATE OF NEW YORK, COUNTY OF Rockland

I, Paul Piperato, County Clerk of the County of Rockland hereby certify that the above is a correct transcript from the docket of judgments in my office.
IN TESTIMONY WHEREOF, I have hereunto set my name and affixed my official seal this 3rd DAY of November 2011.


Paul Piperato, County Clerk - Rockland County