

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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IN RE PLATINUM-BEECHWOOD LITIGATION	: 18-cv-6658 (JSR)
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MELANIE L. CYGANOWSKI, as Equity Receiver for PLATINUM PARTNERS CREDIT OPPORTUNITIES MASTER FUND LP, <i>et al.</i> ,	: 18-cv-12018 (JSR)
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	:
Plaintiffs,	:
v.	:
	:
BEECHWOOD RE LTD., <i>et al.</i> ,	:
	:
Defendants.	:
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	:
SENIOR HEALTH INSURANCE COMPANY OF PENNSYLVANIA,	:
	:
Third-Party Plaintiff,	:
v.	:
	:
PB INVESTMENT HOLDINGS LTD., <i>et al.</i> ,	:
	:
Third-Party Defendants.	:
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**ANSWER TO THIRD-PARTY COMPLAINT BY
THIRD-PARTY DEFENDANT DAHLIA KALTER**

Third-party defendant Dahlia Kalter, for her answer to the Third-Party Complaint (“TPC”) (ECF No. 382)¹ of third-party plaintiff Senior Health Insurance Company of Pennsylvania (“SHIP”), pursuant to Federal Rule of Civil Procedure 8(b)(iii), denies generally all of the allegations in the TPC insofar as they include her by name or by reference, and otherwise

¹ ECF citations refer to the *Cyganowski* docket, 18-cv-12018 (JSR). Capitalized terms not defined herein shall have the meanings ascribed to them in the TPC.

denies knowledge or information sufficient to form a belief as to the truth of the allegations, except as follows:

AS TO PARAGRAPH 22

Kalter admits that Mark Nordlicht is a resident of New Rochelle, New York, and was a founder of Platinum Management. She otherwise denies, or denies knowledge or information with respect to, the allegations in paragraph 22.

AS TO PARAGRAPH 32

Kalter admits that she is a resident of New Rochelle, New York. She admits that she executed a guaranty of the Montsant Note Purchase Agreement on January 30, 2015. She otherwise denies, or denies knowledge or information with respect to, the allegations in paragraph 32.

AS TO PARAGRAPH 50

Kalter admits that this Court has jurisdiction over this matter.

AS TO PARAGRAPH 51

Kalter admits that venue is proper in this Court.

AS TO PARAGRAPH 240(d)

Kalter admits that she was a signatory for Palladium Resources LLC. She otherwise denies, or denies knowledge or information with respect to, the allegations in paragraph 240(d).

AS TO PARAGRAPH 256

Kalter admits that she was a signatory to the Guaranty and that she executed an affidavit of confession of judgment. She otherwise denies, or denies knowledge or information with respect to, the allegations in paragraph 256.

AS TO THE PRAYER FOR RELIEF

Kalter denies that SHIP is entitled to any relief.

AFFIRMATIVE DEFENSES OF KALTER

Kalter sets forth her affirmative defenses below. Kalter's defenses are asserted as to all operative claims against her. By setting forth these affirmative defenses, Kalter does not assume the burden of proving any fact, issue, or element of a claim where such burden properly belongs to SHIP.

AFFIRMATIVE DEFENSE NO. 1
(Failure to State a Claim)

SHIP's claims are barred, in whole or in part, for failure to state a claim upon which relief may be granted.

AFFIRMATIVE DEFENSE NO. 2
(Estoppel)

SHIP's claims are barred, in whole or in part, by the doctrine of estoppel.

AFFIRMATIVE DEFENSE NO. 3
(Statute of Limitations)

SHIP's claims are barred, in whole or in part, by applicable statutes of limitations.

AFFIRMATIVE DEFENSE NO. 4
(Release or Discharge of Claims)

SHIP's claims are barred, in whole or in part, because they have been released, discharged, compromised and settled.

AFFIRMATIVE DEFENSE NO. 5
(Alleged Damages Caused by Other Parties)

SHIP's claims are barred, in whole or in part, because any damages they claim that were incurred by SHIP were due to the acts or omissions of parties other than the Answering Defendants.

AFFIRMATIVE DEFENSE NO. 6
(In Pari Delicto)

SHIP's claims are barred, in whole or in part, by the doctrine of *in pari delicto*.

AFFIRMATIVE DEFENSE NO. 7
(Failure to Mitigate Damages)

SHIP's claims are barred, in whole or in part, by its failure to mitigate damages.

AFFIRMATIVE DEFENSE NO. 8
(Unclean Hands)

SHIP's claims are barred, in whole or in part, by the doctrine of unclean hands.

AFFIRMATIVE DEFENSE NO. 9
(Alleged Damages are Too Speculative and Too Remote)

SHIP's claims are barred, in whole or in part, because any alleged damages claimed by SHIP are too speculative and too remote.

RESERVATION OF RIGHTS

Kalter has not knowingly or intentionally waived any applicable defenses, and she reserves all rights to assert and rely upon other applicable defenses that may become available or apparent as this matter proceeds. Kalter reserves all rights to amend or seek to amend her Answer and Affirmative Defenses.

Dated: October 16, 2019
New York, New York

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