IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: Hudson 1701/17056, LLC, *et al.* Debtors.	Chapter 11 Case No. 25-11853 (KBO) (Jointly Administered)
FIRST AMERICAN TITLE INSURANCE COMPANY, solely as Escrow Agent and not in its individual capacity, Plaintiff, v. HUDSON 1701/1706, LLC, HUDSON 1702, LLC, ALBERTO SMEKE SABA, SALOMON SMEKE SABA, CSC HUDSON LLC, and PARKVIEW FINANCIAL REIT, LP Defendants.	Adv. Proc. No. 25-52468 (KBO)
HUDSON 1701/1706, LLC, a Delaware limited liability company; and HUDSON 1702, LLC, a Delaware limited liability company, Cross-Plaintiffs, v. ALBERTO SMEKE SABA; SALOMON SMEKE SABA; and CSC HUDSON LLC, Cross-Defendants. ALBERTO SMEKE SABA; SALOMON SMEKE SABA; and CSC HUDSON LLC, Counter-Plaintiffs, v. HUDSON 1701/1706, LLC, a Delaware limited liability company; and HUDSON 1702, LLC, a Delaware limited liability company Counter-Defendants.	

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DEBTORS HUDSON 1701/1706, LLC AND HUDSON 1702, LLC'S ANSWER AND AFFIRMATIVE DEFENSES TO ALBERTO SMEKE SABA, SALOMON SMEKE SABA AND CSC HUDSON LLC'S COUNTERCLAIMS

Cross-Plaintiffs/Counter-Defendants Hudson 1701/1706, LLC and Hudson 1702, LLC (together, the "Debtors")[1] by and through their undersigned counsel, and for their Answer with Defenses to Cross-Defendants/Counterclaim Plaintiffs Alberto Smeke Saba, Salomon Smeke Saba and CSC Hudson LLC's (collectively, the "Smekes") Answer, Affirmative Defenses and Counterclaim, state as follows:

ANSWER

THE PARTIES

1. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 1.

2. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 2.

3. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 3.

4. The Debtors admit the allegations of Paragraph 4.

5. The Debtors admit the allegations of Paragraph 5.

JURISDICTION AND VENUE

6. Paragraph 6 of the Counterclaims states a legal conclusion for which no response is required from the Debtors.

[1] Capitalized terms not otherwise defined shall have the same meaning as in the Debtors' Answer to the Interpleader Complaint and Cross-Claims. *See* ECF 43.

7. Paragraph 7 of the Counterclaims states a legal conclusion for which no response is required from the Debtors.

8. Paragraph 8 of the Counterclaims states a legal conclusion for which no response is required from the Debtors.

9. Paragraph 9 contains the Smekes' consent to the entry of a final order or judgment by this Court for which no response is required from the Debtors.

FACTS

A. The Project and Incentive Agreement

10. The Debtors admit the allegations in Paragraph 10.

11. The Debtors deny the allegations in Paragraph 11 except admit that they entered into certain loan agreements, which agreements speak for themselves.

12. The Debtors deny the allegations in Paragraph 12.

13. The Debtors deny the allegations in Paragraph 13.

14. The Debtors deny the allegations in Paragraph 14.

15. The Debtors deny the allegations in the first sentence of Paragraph 15 except admit that Parkview Financial REIT, LP ("Parkview") conducted a UCC sale. Debtors deny the allegations in the second sentence and third sentence of Paragraph 15 except state the terms of the referenced agreement between Parkview and the Smekes (the "Financial Agreement") speak for themselves.

16. The Debtors deny the allegations of Paragraph 16 except state that the terms of the Financial Agreement speak for themselves.

17. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of Paragraph 17. Debtors deny the remaining allegations of Paragraph 17 except state that the referenced May 21, 2025 correspondence speaks for itself.

18. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 18.

19. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 19 except state that the referenced June 5, 2025 correspondence speaks for itself.

20. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 20.

21. The Debtors deny the allegations of Paragraph 21 except state that the terms of the Financial Agreement speak for themselves.

B. The Cure Fee and Defaults

22. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 22 except state that the terms of the referenced Settlement Agreement speak for themselves.

23. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 23.

24. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 24.

25. The Debtors deny the allegations of Paragraph 25 except state that the terms of the Escrow Agreement speak for themselves.

26. The Debtors admit the allegations of Paragraph 26.

27. The Debtors deny the allegations of Paragraph 27 except state that the terms of the Settlement Agreement speak for themselves.

28. The Debtors deny the allegations of Paragraph 28 except state that the terms of the Settlement Agreement speak for themselves.

29. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 29.

30. The Debtors deny the allegations of Paragraph 30 except state that the terms of the Settlement Agreement speak for themselves.

31. The Debtors deny the allegations of Paragraph 31.

32. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 32 except state that the referenced correspondence speaks for itself.

33. The Debtors deny the allegations of Paragraph 33.

34. The Debtors admit it has been (90) days since the effective date of the Settlement Agreement. The Debtors otherwise deny the allegations of Paragraph 34 except state that the terms of the Settlement Agreement speak for themselves.

35. The Debtors deny the allegations of Paragraph 35.

36. The Debtors deny the allegations of Paragraph 36.

37. The Debtors deny the allegation in Paragraph 37 that Debtor's position is "improper[]" and state that the terms of the Escrow Agreement speak for themselves.

38. The Debtors admit that they are signatories to the Escrow Agreement and state that the terms of the Escrow Agreement speak for themselves. Debtors otherwise deny the allegations of Paragraph 38.

39. The Debtors deny the allegations of Paragraph 39.

C. The Negotiation Fees

40. The Debtors state that the terms of the Settlement Agreement speak for themselves and otherwise deny the allegations of Paragraph 40.

41. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 41.

42. The Debtors state that the terms of the Settlement Agreement speak for themselves and otherwise deny the allegations of Paragraph 42.

43. The Debtors state that the terms of the Settlement Agreement speak for themselves and otherwise deny the allegations of Paragraph 43.

44. The Debtors deny the allegations of Paragraph 44.

45. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 45.

46. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 46.

47. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 47.

48. The Debtors deny the allegations of Paragraph 48.

49. The Debtors deny the allegations of Paragraph 49 except state that the terms of the Settlement agreement and purported Elysium Agreement speak for themselves.

50. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 50.

51. The Debtors deny the allegations of Paragraph 51 except state that the terms of the purported G&T agreement speak for themselves.

52. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 52.

53. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 53.

54. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 54.

55. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 55.

56. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 56.

57. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 57.

58. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 58.

59. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 59.

60. The Debtors deny the allegations of Paragraph 60.

COUNTERCLAIM COUNT I – BREACH OF SETTLEMENT AGREEMENT

61. The Debtors repeat and re-allege their responses to every allegation contained in the foregoing paragraphs of the Counterclaims as if fully set forth herein.

62. The Debtors deny the allegations of Paragraph 62 except state that the terms of the Settlement Agreement speak for themselves.

63. The Debtors deny the allegations of Paragraph 63.

64. The Debtors deny the allegations of Paragraph 64.

65. The Debtors deny the allegations of Paragraph 65.

COUNTERCLAIM COUNT II – BREACH OF THE ESCROW AGREEMENT

66. The Debtors repeat and re-allege their responses to every allegation contained in the foregoing paragraphs of the Counterclaims as if fully set forth herein.

67. The Debtors deny the allegations of Paragraph 67 except state that the terms of the Settlement Agreements speak for themselves.

68. The Debtors deny knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 68.

69. The Debtors deny the allegations of Paragraph 69.

70. The Debtors deny the allegations of Paragraph 70.

71. The Debtors deny the allegations of Paragraph 71.

72. The Debtors deny the allegations of Paragraph 72.

73. The Debtors deny the allegations of Paragraph 73.

74. The Debtors deny the allegations of Paragraph 74.

COUNTERCLAIM COUNT III –
BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

75. The Debtors repeat and re-allege their responses to every allegation contained in the foregoing paragraphs of the Counterclaims as if fully set forth herein.

76. Paragraph 76 contains a conclusion of law for which no response is required from the Debtors.

77. Paragraph 77 contains a conclusion of law for which no response is required from the Debtors.

78. The Debtors deny the allegations of Paragraph 78.

79. The Debtors deny the allegations of Paragraph 79.

80. The Debtors deny the allegations of Paragraph 80.

81. The Debtors deny the allegations of Paragraph 81.

PRAYER FOR RELIEF

The Debtors state that the Smekes are not entitled to any of the relief they seek under "PRAYER FOR RELIEF."

DEFENSES

The Debtors state the following defenses without assuming the burden of proof on any such defenses that would otherwise rest with the Smekes. The Debtors reserve the right to allege other defenses at such time as they become known, to the extent required:

FIRST DEFENSE

The Smekes are in breach of the Settlement Agreement and are not entitled to any of the Escrow Funds.

SECOND DEFENSE

The Counterclaims fail to state a claim upon which relief may be granted.

THIRD DEFENSE

The Counterclaims are barred by the doctrine of *in pari delicto*.

FOURTH DEFENSE

The Counterclaims are barred by the doctrine of unclean hands.

FIFTH DEFENSE

The Counterclaims are barred because the alleged harms were the direct and proximate results of the Smekes' actions, or the actions of any other persons or entities other than the Debtors.

SIXTH DEFENSE

The Counterclaims are barred based on the provisions of the Settlement Agreement and/or Escrow Agreement.

Dated: March 17, 2026

CHIPMAN BROWN CICERO & COLE, LLP

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