


EXHIBIT

R-3

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RCG Longview II LP v. Lampeas Family Limited Partnership No. 7

QUEENS COUNTY
Real Property

New York Law Journal

February 3, 2010

Justice Siegal

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IN THIS foreclosure action, plaintiff moved for summary judgment against all defendant. Defendant Lampeas LP cross-moved to preclude plaintiff from offering evidence at trial for failure to serve a bill of particulars. Lampeas executed several notes and mortgages, which were later assigned to plaintiff, who alleged Lampeas failed to make the required payments due. The court found plaintiff submitted copies of the notes, mortgages, assignments and guaranty, finding Lampeas failed to make the required payments due establishing plaintiff's prima facie entitlement to summary judgment. It stated none of the affirmative defenses, each alleged in single-sentence, conclusory fashion had any merit. The court found defendants offered no proof in support of their asserted defenses, and merely argued plaintiff failed to respond to a demand for a bill of particulars. It noted plaintiff submitted proof defendants extended the response time to the demand to Aug. 14, 2009, while plaintiff's motion for summary judgment was made on Aug. 7. The court stated a motion for summary judgment stayed all discovery and could not be denied solely on the unsupported speculative claims of a borrower that discovery might turn up something helpful. Thus, plaintiff's motion was granted.

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