

Natixis, N.Y. Branch v 20 TSQ Lessee LLC

2024 NY Slip Op 32854(U)

August 2, 2024

Supreme Court, New York County

Docket Number: Index No. 850272/2019

Judge: Joel M. Cohen

Cases posted with a "30000" identifier, i.e., 2013 NY Slip Op 30001(U), are republished from various New York State and local government sources, including the New York State Unified Court System's eCourts Service.

This opinion is uncorrected and not selected for official publication.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 03M

-----X

NATIXIS, NEW YORK BRANCH, CATHAY LIFE
INSURANCE CO., LTD., NONGHYUP BANK,
NONGHYUP BANK NEW YORK BRANCH, NONGHYUP
BANK, NONGHYUP BANK, KEB HANA BANK NEW
YORK AGENCY, HAREL - 20 TIMES SQUARE -
GENERAL PARTNERSHIP, CHANG HWA COMMERCIAL
BANK, LTD., LOS ANGELES BRANCH, CHINA
MERCHANTS BANK CO., LTD., NEW YORK BRANCH,
VIOLET PROTECTED ASSET SPC,

INDEX NO. 850272/2019

MOTION DATE 10/21/2022

MOTION SEQ. NO. 018

**DECISION + ORDER ON
MOTION**

Plaintiffs,

- v -

20 TSQ LESSEE LLC, 20 TSQ SIGN LLC, MARK SIFFEN,
NAVILLUS TILE, INC., FACADE TECHNOLOGY,
LLC, SERVICE GLASS & STORE FRONT CO.,
INC., SIGNATURE METAL & MARBLE MAINTENANCE,
L.L.C., HARDER SERVICES, INC., METAL SALES CO.,
INC., FACADE MAINTENANCE SYSTEMS LLC, TEXAS
SCENIC COMPANY, INC., PENGUIN MAINTENANCE
AND SERVICES, INC., SOLAR ELECTRICAL SYSTEMS,
INC., AF SUPPLY CORPORATION, SAFWAY ATLANTIC,
LLC, TREX COMMERCIAL PRODUCTS, INC., B.A.C.C.
BUILDERS INC., 20 TSQ GROUND CO LLC, CNY
CONSTRUCTION 701 LLC, ZURICH AMERICAN
INSURANCE COMPANY, FIDELITY AND DEPOSIT
COMPANY OF MARYLAND, MAEFIELD DEVELOPMENT
INC., R & S UNITED SERVICES, INC. S/H/A JOHN DOE,
OTIS ELEVATOR COMPANY, MAEFIELD
DEVELOPMENT CORP., CNY BUILDERS LLC, G-CNY
GROUP LLC, CNY GROUP LLC, CNY CONSTRUCTION
LLC, KENNETH COLAO, STEVEN COLAO, DENNIS
PRUDE, PARAMOUNT PAINTING GROUP, LLC,

Defendants.

-----X

HON. JOEL M. COHEN:

The following e-filed documents, listed by NYSCEF document number (Motion 018) 853, 854, 855, 856,
857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876,
877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 896, 898, 928, 929, 930, 931, 964, 965, 967,
1008, 1046, 1047, 1048

were read on this motion for DEFICIENCY JUDGMENT.

This is a mortgage foreclosure action. Plaintiffs' \$650 million loan to the Defendant borrowers in 2018 was secured by a leasehold interest in the building and improvements located at 20 Times Square, also known as 701 Seventh Avenue, New York, NY (the "Subject Property"), which includes the Marriott Times Square Edition Hotel (the "Marriott") and approximately 75,000 square feet of retail space. The Court granted summary judgment to Plaintiffs on their claim seeking foreclosure and sale of the leasehold interest in the Subject Property (the "Leasehold Interest") (NYSCEF 448; 843, Ex. A, at 3).

An auction was held on January 26, 2022, at which Plaintiff Natixis's assignee, 20 TSQ Newco JV LLC ("Newco"), successfully placed a credit bid of \$50,000,000.00 (NYSCEF 840). Newco subsequently assigned its winning bid to 20 TSQ Property Owner LLC ("Purchaser") (*id.*; NYSCEF 844). There were no other bidders, and the Referee conveyed the Leasehold Interest to the Purchaser (NYSCEF 840, at 3). The Court confirmed the Referee's Report of Sale, which found remaining Total Indebtedness of \$820,989,068.11 (NYSCEF 840, at 4). The Court then held a two-day evidentiary hearing to determine the "fair and reasonable market value" of the Leasehold Interest as of the auction date which would, in turn, determine whether a deficiency judgment in Newco's favor was warranted and, if so, in what amount (RPAPL § 1371).

The auction took place in the wake of the COVID-19 pandemic, which presented significant challenges to those opining upon the fair and reasonable market value of the Leasehold Interest for purposes of this proceeding. Rather than utilizing a relatively predictable revenue stream to project future income, the parties' expert witnesses were faced with a nearly complete shutdown of the Subject Property's businesses, followed by seven months of sharp increases (on a percentage basis) particularly toward the end of 2021, though still below pre-

pandemic levels. They were also forced to compare sales of other properties that took place under very different economic conditions. This raised a number of vexing questions, including: Did the rapid growth (from a modest base) portend a return to pre-pandemic levels (or even higher) or was it a blip owing in part to normal seasonality in the hotel business? Does the significant overhang of the pandemic warrant considering pre-pandemic appraisals obtained by the lenders (estimating the as-is fair market value as high as \$1.79 billion in August 2019 for the Leasehold Interest) as well as actual financial performance *after* the auction date to shed light on the pre-auction trends? The uncertainties led to a wide disparity in proposed fair market values, with Plaintiffs contending that the fair market value of the Leasehold Interest as of January 26, 2022 was “no more than \$679 million” (NYSCEF 1046, at 4), while Defendants contend it was \$1.047 billion (NYSCEF 1045, at 20). The Court finds that the truth lies between these extremes.

Based on the evidence presented at the evidentiary hearing, the Court determines that the fair and reasonable market value of the Leasehold Interest as of the auction date was **\$857,444,684.00**. Because the fair and reasonable market value exceeds the Total Indebtedness, Plaintiffs’ motion for a deficiency judgment is **denied**.

Factual Background

The Subject Property is a forty-two story, mixed-use hotel and retail property situated diagonally across from the “bowtie” of Times Square, which is comprised of two triangular pedestrian plazas formed by the intersection of Seventh Avenue and Broadway in Manhattan (Dx1, at 1, 9). The Marriott located within the Subject Property contained 452 rooms, each facing Times Square (Dx1, at 1; Tr. at 234:6). The face of the building is outfitted with a highly visible LED sign with 18,848 square feet of dynamic videographic advertising space (Dx1, at 1).

The property, which was constructed three years prior to the appraisal date, was in generally excellent condition and good repair (Dx1, at 23; Px1, at 35). It was expected to have more than fifty years of economic life (Dx1, at 23; Px1, at 35).

Prior to the commencement of this action, the Subject Property (fee simple estate) was last sold in April 2018 for \$1.53 billion (Dx1, at 1; Px1, at 9). Plaintiffs loaned \$650 million to Defendants 20 TSQ Lessee, LLC (“Lessee”) and 20 TSQ Sign LLC (“Sign Company”) (together with defendant Mark Siffin, the “TSQ Defendants”) in connection with the transaction. The loan was secured by a leasehold interest in the Subject Property (*see* NYSCEF 4).

On December 9, 2019, Plaintiffs, a group of lenders (the “Lenders”), commenced this action, seeking a judgment of mortgage foreclosure. This Court granted summary judgment to Plaintiffs on March 4, 2021 (NYSCEF 448). On January 26, 2022, a sale auction was held, and Plaintiff Natixis’s assignee, Newco, purchased the Leasehold Interest for \$50,000,000.00 (NYSCEF 856, at 3). The Referee reported that this sale left \$770,989,068.11 remaining in Total Indebtedness (NYSCEF 856, at 4). As assignee of Natixis, Newco moved, *inter alia*, for a deficiency judgment (NYSCEF 853), which under New York law (described below) gives Defendants the benefit of the higher of the auction price and fair and reasonable market value of the Leasehold Interest as determined by the Court. The Court granted Newco’s request to be substituted as a plaintiff in this action under CPLR § 1018 (NYSCEF 964, at 71:13-16).

On April 28, 2023, an initial hearing was held on the motion, after which the Court ordered a full evidentiary hearing (*id.*, at 65:10-68:3). The parties submitted the appraisals and affidavits of expert appraisers in connection with the motion (Px1; Dx1). On September 20 and 26, 2023, the Court heard testimony and received evidence on the question of fair market value (NYSCEF 1040-41 [hereinafter “Tr.”]).

Both appraisals primarily used the discounted cash flow method (“DCF”) to an income capitalization approach (“Income Approach”). The experts utilized data relating to the expected economic performance of the Leasehold Interest as well as the New York City and Times Square retail and hotel markets to develop their opinions of future cash flows over the course of the next ten years (Dx1, at 75; Px1, at 107, 124). Then the appraisers selected a discount rate to estimate the present value of the future earnings and a terminal capitalization rate to estimate the reversionary value of the Leasehold Interest if it were sold (Dx1, at 56, 72; Px1, at 4).

According to Plaintiffs’ appraiser, Del Kendall of SitusAMC (“Situs”) (Px1, at 133), both the Income Approach and the Sales Comparison approach valued the hotel component at the Subject Property at \$271,000,000.00 and the retail component at \$408,000,000.00, for a total value of \$679,000,000.00 (Px1, at 125). By comparison, the TSQ Defendants’ appraiser, Troy Smith of Veracity Valuation, LLC (“Veracity”) (Dx1, at 108), used the Income Approach to value the hotel component at \$421,000,000.00 and the retail component at \$626,000,000.00, for a total value of \$1,047,000,000.00 (Dx1, at 59, 75-76). Smith did not reach a valuation under a Sales Comparison approach, but nevertheless examined similar properties and opined that the age, location, and condition of the Subject Property made it one of the most valuable hotels in the New York City market (Dx1, at 34-39).

Discussion

Section 1371 of the Real Property Actions and Proceedings Law (“RPAPL”) sets forth the procedure for determining a deficiency judgment. It provides that the Court shall determine “the fair and reasonable market value of the mortgaged premises as of the date such premises were bid in at auction or such nearest earlier date as there shall have been any market value thereof” (RPAPL § 1371 [2]). The deficiency judgment then

shall be for an amount equal to the sum of the amount owing by the party liable as determined by the judgment with interest, plus the amount owing on all prior liens and encumbrances with interest, plus costs and disbursements of the action including the referee's fee and disbursements, *less the market value as determined by the court or the sale price of the property whichever shall be the higher.*

(*Id.* [emphasis added])

In determining the fair and reasonable market value of the property, the Court should consider “evidence of the age and construction of the buildings on the premises, the rent received therefor, assessed value, location, condition of repair, the sale price of property of a similar nature in the neighborhood, conditions in the neighborhood which affect the value of property therein, accessibility, and . . . all other elements which may be fairly considered as affecting the market value of real property in a given neighborhood” (*Heiman v Bishop*, 272 NY 83, 88 [1936]; *accord Pepsi-Cola Co. v Tax Commission of N.Y.C.*, 19 AD2d 56, 59 [1st Dept 1963] [identifying relevant factors for consideration of fair market value].)

As an initial matter, the Court has considered the October 2017, April 2018 and August 2019 Metropolitan Valuation Services (“MVS”) appraisals (the “Prior Appraisals”) – offered by the TSQ Defendants – for background and impeachment purposes. All three Prior Appraisals were prepared for Natixis (and its affiliates) as “client and intended user, in support of [their] internal business decisions and financing decisions regarding the asset,” and estimated total market values ranging from \$1.13 billion to \$1.79 billion (Dx4, at 1-7; Dx5, at 1-6; Dx6, at 1-5). The August 2019 Appraisal contained the highest valuation of the Leasehold Interest (Dx5, at 1-6). In the Prior Appraisals, the estimated value of the hotel component ranged from \$242.5 million to \$407 million and the retail component ranged from \$874.2 million to \$1.38 billion (Dx4, at 7; Dx5, at 5; Dx6, at 5). Both sides have made arguments about the impact of the

COVID-19 pandemic on the value of the Leasehold Interest. In that light, the Court considers the pre-COVID appraisals to be useful background information, though not as direct evidence of value as of the auction date.

I. Discount and Capitalization Rates

First, the Court considers the discount and capitalization rates offered by the parties. Based on Kendall's analysis, Newco proposes discount rates of 6.75% for the retail and 7% for the hotel, and a terminal capitalization rate of 5% for each component. Based on Smith's analysis, TSQ Defendants propose a discount rate of 6% for each component and a terminal capitalization rate of 4.5% for each component.

Based on the evidence presented, the Court finds Newco's proposed higher discount and capitalization rates to be reasonable and appropriate for assessing the value of the Leasehold Interest. The market uncertainty as of January 2022 related to the lingering impact of COVID justify the discount rates proposed by Newco (*see* Tr. 80:5-14; 83:4-11; 215:19-216:7). Further, the Court credits Kendall's assertion that terminal capitalization rates were generally lower, considering the impact of the COVID shutdown, and its "technical relationship" with discount rates (Tr. at 81:24-17). Moreover, a lower terminal capitalization rate yields a higher reversionary value, and the Court finds Smith did not adequately explain his choice of discount rate and terminal capitalization rates or why they fell below the range offered by the PWC Surveys cited in his report, which are the surveys of market investors conducted by PWC (*see* Dx1, at 54-56, 70-72). Kendall's proposals, on the other hand, are within the PWC ranges, and PWC is not affiliated with either party (*id.*; Px1, at 98; 116).

Accordingly, the Court applies Newco's proposed discount and capitalization rates for both the retail and hotel components—*i.e.*, discount rates of 6.75% for the retail and 7% for the hotel, and a terminal capitalization rate of 5% for both components.

II. Revenue & Expense Projections

The crux of the dispute centers on the revenue and expense projections of each appraiser. The Leasehold Interest contain two revenue-generating components: (1) the retail component, including the advertising space on the face of the building, and (2) the hotel component. In order to develop the fair and reasonable market value of the Leasehold Interest, the Court considers both appraisers' cash flow projections. The Court finds (1) the TSQ Defendants' cash flow projections as to the retail component to be credible, and (2) Newco's cash flow projections as to the hotel component to be slightly more credible than the TSQ Defendants' but that the correct number lies between the two.

While the parties spent much of the evidentiary hearing and their post-hearing briefs on the hotel valuation, they agree that the retail component represents a higher share of the total value of the Leasehold Interest (*see* NYSCEF 1045, at 20-21; NYSCEF 1047). Therefore, the Court analyzes the retail component first.

a. Retail

The retail component of the Leasehold Interest contains two income-generating components: (1) 81,500 square feet of rentable retail floor space and (2) between 17,000 and 18,000 square feet of high resolution LED billboard space on the outer face of the building (Dx1, at 27; Px1, at 112, 113; Tr. at 105:10-24). Applying Newco's proposed discount and capitalization rates, per the Court's finding above, the TSQ Defendants' proposed fair market value for the retail component is reduced from \$626 million to \$545.9 million (NYSCEF 1045,

at 20-21). Newco, for its part, claims the retail component should be valued at \$408 million (*see id.*).

The parties' projections as to the billboard portion of the retail space are similar (Dx1, at 64-65; Px1, at 113-14). Kendall appraised the billboard to have the highest annual market value of comparable billboards in Times Square, but nevertheless criticizes Smith's similar appraisal for being too optimistic (Px1, at 113, NYSCEF 929, ¶ 20). The TSQ Defendants credibly point to evidence showing average daily visitors to the area and pedestrian counts were returning to pre-COVID levels (*see* Dx1, at 10). Further, the TSQ Defendants' projection that the sign would reach 80% occupancy in Year 4 is credible (Dx1, at 65). Based on the evidence presented, the Court finds that the TSQ Defendants' projections for signage revenue to be more persuasive.

Regarding the retail floor space, the Court agrees with Smith that the pre-COVID letters of intent (LOIs) signed with various commercial tenants suggest that commercial leases in the building were highly desirable (Tr. at 306:12-307:14). While COVID obviously altered tourism patterns and retail markets in 2020 and 2021, both experts account for this by making estimates at the lower end of lease values relative to the pre-COVID LOIs (*id.*). Both appraisers projected that losses attributable to Absorption and Turnover Vacancy in the retail space would be zero by Year 3, and Kendall's Vacancy Allowance did not predict a major loss in any year (Dx1, at 74; Px1, at 121). Based on the evidence presented, the Court finds the TSQ Defendant's retail floor space revenue projections to be more persuasive.¹

¹ It is worth noting that the Court's acceptance of Newco's discount and capitalization rates adjusts the fair market value of the retail space downward (in Newco's favor) by approximately \$80 million, which more than offsets the Court's acceptance of TSQ Defendants' revenue projections (*see* NYSCEF 929 ¶ 21 [arguing Smith's retail revenue projections were inflated by \$76 million]).

The main differences between the retail appraisals relate to the expense projections (*see* Dx1, at 74; Px1, at 121; Tr. at 294:18-295:8). As Smith testified, the difference was attributable mainly to a difference in how ground rent and tax expenses were allocated by each appraiser between the hotel and retail components (Tr. at 294:18-295:9). The record supports Smiths' assertions (Dx1, at 58, 74; Px1, at 104, 121). Newco and Kendall fail to address persuasively the difference in expense projections, focusing instead mainly on the revenue projections, which as noted are similar. Based on the evidence presented, the Court finds that the TSQ Defendants expense projections with respect to the retail space to be more persuasive.

Based on the foregoing findings, and applying Kendall's discount and capitalization rates for retail, the Court concludes the fair and reasonable market value of the retail component of the Leasehold Interest is **\$545,982,027.00**.

b. The Hotel

In evaluating the fair and reasonable market value of the hotel component, the experts offered three main indicators of hotel performance: (1) occupancy rate, (2) average daily rate ("ADR"), and (3) revenue per available room ("RevPAR"). The two experts provided substantially similar expense projections – indeed, Smith's projections are somewhat higher over time due to his choice to allocate more of the taxes and ground rent to the hotel component. The principal difference between the parties' approaches relates to their revenue projections (Dx1, at 58; Px1, at 104). The Court finds that the correct valuation lies between the two experts' numbers.

Kendall's analysis credibly synthesized the independent market analyses in the CBRE Hotel Horizon's ("CBRE") Report, Smith Travel Research ("STR"), and the Marriott's own estimates for the hotel (Px1, at 40-48, 53, 57-59). Kendall's projected annual RevPAR increases

for the Marriott were substantially higher than CBRE's market-wide projections, reflecting the Marriott's optimism relative to CBRE (Px1, at 57, 61). The Court generally agrees with Kendall that "[n]o one was better positioned or qualified to predict how a Marriott flagship hotel would perform in 2022 than Marriott itself" (NYSCEF 929, ¶ 5). However, the Court did not receive evidence (or cross-examination) sufficient to critically evaluate the circumstances surrounding the Marriott estimates. In addition to those estimates being several months before the auction date, any number of considerations might cause the preparers of Marriott's internal estimates to be more conservative than one might be in determining whether to acquire the Leasehold Interest.

On the other hand, as Smith reported, the "hotel occupancy (demand) increased sharply in the overall New York, NY Market" in the twelve months of 2021 relative to 2020 (Dx1, at 41). Contrary to Newco's position, Smith's reliance upon STR reports throughout his appraisal allowed him to analyze the New York City hotel market expectations, highlighting the performance of both the Subject Property and the market (*id.* at 40-41, 80). While the occupancy rate was lower than the competitive set, the ADR and RevPAR metrics showed the Subject Property performing better than the market in December 2021, though Occupancy lagged somewhat (*id.* at Addenda, Table 2). The STR reports were more current and showed that peak season—the Fourth Quarter—was returning in a more robust way than estimated based on the Third Quarter, which is generally known to perform less well due to lower revenue in August (*see* Tr. at 128:25-129:3; 272:23-273:4; Px1, at 56).

Both parties' appraisers predicted that the hotel market would recover from the COVID shutdowns over the course of several years, exhibiting higher levels of revenue growth than the appraisers' stabilized projections. Kendall predicted RevPAR increases of about 22% in 2022,

40% in 2023, 28% in 2024, and 6% in 2025, then stabilizing at 3% in the following years (Px1, at 61), while Smith predicted RevPAR would more than double in 2022, then increase by 33% in 2023, 22% in 2024, and 12% in 2025 (Dx1, at 44-46; Tr. at 319:3-6).

Newco's argument that the uptick in hotel revenues through December 2021 is largely explained by seasonality (that is, higher occupancy rates during the holiday season) is unpersuasive. Both parties acknowledge that seasonality plays a role in hotel markets (Tr. at 43:22-44:3; 128:25-129:3; 260:13-23; 323:15-324:13). But changes to RevPAR, ADR, and Demand in the New York City hotel markets show growth in the final months of 2021 which outstripped expectations year-to-date (Dx1, at Addenda, Table 3). These patterns hold even after accounting for seasonality, particularly considering the seasonality in the final quarter of 2019 was not nearly as impactful (*see* Px1, at 56). More specifically, ADR at the Marriott in December 2021 (\$431) was almost equal to ADR in December 2019 (\$444), and slightly above the ten-year average (\$428), while RevPAR was clearly ramping up toward the ten-year average between reopening in May 2021 and December 2021 (Dx35). Marriott's revenue numbers show May 2021 at a paltry \$4.4 million—more than \$27 million below May 2019—while the hotel posted revenues of \$30.9 million in December 2021, about \$13 million less than December 2019 (*id.*). Accordingly, in 2021 alone, the hotel closed a gap of more than \$10 million in monthly revenue. Newco's argument that expected seasonality largely explains the distinctly positive post-COVID trend from the re-opening of the hotel through the end of 2021 is simply not persuasive.

Finally, although consideration of actual post-auction financial results must be approached cautiously (to avoid using hindsight to inflate or deflate values as of the auction date), in the unusual circumstances presented here the Court believes it is reasonable to do so

here as an additional check on the appraisals. The appraisers were dealing with a unique set of circumstances impacting their usual ability to use past performance to predict future cash flows. COVID was a shock to the system of a kind arguably not experienced in more than a century. USPAP Advisory Opinion 34 (“AO34”) contemplates considering “[d]ata subsequent to the effective date . . . in developing a retrospective value as a confirmation of trends that would reasonably be considered by a buyer or seller as of that date” (Dx3). Here, the post-appraisal data from 2022 confirmed the trend seen in the latter part of 2021, and came close to Smith’s RevPAR projections for that year (Tr. at 273:20-276:1). In sum, the post-auction results confirm the Court’s view (based on the appraisals themselves) that the correct valuation of the hotel portion of the Leasehold Interest lies between the two experts’ estimates. Smith’s cash flow projections for the hotel are at the high end of the range that a reasonable buyer would consider in assessing the fair market value of the Leasehold Interest, and Kendall’s cash projections represent the low end of that range.

Based on the evidence presented, the Court concludes that the fair and reasonable market value of the hotel component should be determined by averaging the cash flow projections of both appraisers (*see* NYSCEF 1045, at 21), as the Court found that the inflation and deflation on the corresponding sides of the debate to be roughly equal. Using that average, and applying Kendall’s discount and capitalization rates, the Court determines the fair and reasonable market value of the hotel portion of the Leasehold Interest to be **\$311,462,657.00**.

Conclusion

In sum, the Court concludes that the fair and reasonable market value of the Leasehold Interest as of the date of auction was \$545,982,027.00 for the retail component and \$311,462,657.00 for the hotel component, for a total fair market value of **\$857,444,684.00**.

Because the fair market value as determined by the Court is greater than the Total Indebtedness in the referee’s report of sale (\$820,989,068.11), the motion for a deficiency judgment is **denied**.

Accordingly, it is

ORDERED that Plaintiffs’ motion pursuant to CPLR § 1018 to substitute 20 TSQ Newco JV LLC as party plaintiff in place of Plaintiffs pursuant to an assignment (NYSCEF 855) is **GRANTED** for the reasons stated on the record at the April 28, 2023 oral argument; it is further

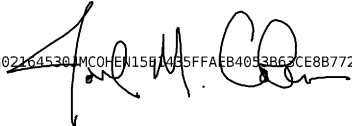
ORDERED that Plaintiffs submit a proposed order amending the caption; it is further

ORDERED that Plaintiffs’ motion pursuant to RPAPL § 1355 to confirm the Referee’s Report of Sale filed on September 27, 2022 (NYSCEF 856) is **GRANTED** for the reasons stated on the record at the April 28, 2023 oral argument, with the caveat that the Court does not adopt that component of the Report on the issue of any deficiency; it is further

ORDERED AND ADJUDGED that the fair market value of the Leasehold Interest as of January 26, 2022, was **\$857,444,684.00**; and it is further

ORDERED that Plaintiffs’ motion pursuant to RPAPL § 1371 for a deficiency judgment is **DENIED**.

This constitutes the decision and order of the Court.

20240802164536JMC0HEN15B1M05FFFAEB4053B67CE8B772548004


JOEL M. COHEN, J.S.C.

8/2/2024
DATE

CHECK ONE:

CASE DISPOSED
 GRANTED DENIED

NON-FINAL DISPOSITION
 GRANTED IN PART OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE