

**Computershare Trust Co., N.A. v RXR HB Owner
LLC**

2025 NY Slip Op 33086(U)

August 13, 2025

Supreme Court, New York County

Docket Number: Index No. 650451/2024

Judge: Melissa A. Crane

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This opinion is uncorrected and not selected for official publication.

**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT:	<u>HON. MELISSA A. CRANE</u>	PART	60M
	<i>Justice</i>		
-----X		INDEX NO.	<u>850451/2024</u>
COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION,		MOTION DATE	<u>03/04/2025</u>
Plaintiff,		MOTION SEQ. NO.	<u>001</u>

- v -

RXR HB OWNER LLC, HELMSLEY ENTERPRISES, INC., OTTERBOURG P.C., CLARION PARTNERS, LLC, VOYA FINANCIAL, INC. F/K/A ING U.S., INC., ELSEVIER INC., LEE HECHT HARRISON LLC, URBANSAPCE GRAND CENTRAL LLC, JOHN DOE 1 THROUGH 50

DECISION + ORDER ON MOTION

Defendant.

-----X

The following e-filed documents, listed by NYSCEF document number (Motion 001) 30, 31, 32, 33, 34, 35, 36, 37, 39, 40, 41, 42, 43, 44, 45

were read on this motion to/for JUDGMENT - SUMMARY.

Upon the foregoing documents, it is

This is a commercial foreclosure action. In Motion Seq. No. 01, plaintiff-trustee moves for summary judgment on its mortgage foreclosure claim (Doc 30 [NOM]). In addition, plaintiff seeks an order discontinuing this case as against defendants Helmsley Enterprises, Inc., Otterbourg P.C., Clarion Partners, LLC, Voya Financial, Inc. f/k/a ING U.S., Inc., Elsevier Inc., Lee Hecht Harrison LLC, and Urbanspace Grand Central LLC. Defendant RXR HB Owner opposes the motion.

BACKGROUND

In November 2021, the original lender, nonparty Morgan Stanley Bank, NA, loaned \$670 million to borrower RXR HB Owner LLC ("Borrower"), and borrower executed the Consolidated, Amended and Restated Promissory Note, dated 11/12/21 (see Doc 3 [note with

allonge)). The original lender transferred its interest in the loan and loan documents to nonparty Morgan Stanley Mortgage Capital Holdings LLC, who transferred its interest in the same to plaintiff (see Docs 7-10). Plaintiff designated Green Loan Services as the Successor Special Servicer of the loan and as plaintiff's attorney-in-fact (Doc 11).

Borrower failed to repay the debt on the maturity date, 12/8/23. Borrower, guarantors, and plaintiff then entered into the first forbearance agreement, effective on 1/8/24 (Doc 12). These parties later entered the second forbearance agreement, effective on 7/16/24 (Doc 13). Plaintiff notified borrower that the second forbearance period expired by sending borrower the 10/7/24 letter (Doc 14).

DISCUSSION

A party moving for summary judgment "must make a prima facie showing of entitlement to judgment as a matter of law, tendering sufficient evidence to eliminate any material issues of fact from the case" (*Winegrad v New York Univ. Med. Ctr.*, 64 NY2d 851, 853 [1985]). If the movant meets this burden, the non-moving party must then establish the existence of material issues of fact (*see Alvarez v Prospect Hosp.*, 68 NY2d 320, 324 [1986]).

Plaintiff establishes its prima facie entitlement to summary judgment on its first cause of action for mortgage foreclosure. Plaintiff establishes that it holds the note and mortgage and that borrower defaulted by failing to pay the amounts owed on the maturity date (see Loan Agreement, Section 11.13). In addition, borrower waived its affirmative defenses in the first and second forbearance agreements (see Docs 12-13, section 1). Specifically, borrower acknowledged

"(a) that [Plaintiff] is the legal and beneficial holder and owner of the Loan and Loan Documents; (b) that [Plaintiff's] liens on the Collateral and the Property are duly perfected, first-priority liens; (c) the Existing Defaults constitute ongoing Event of Defaults under the Loan Documents and Borrower Parties have received

all notices to which they are entitled under the Loan Documents or at law, or have waived any such notice, with respect to the Existing Defaults; (d) no notice, grace, or cure periods shall apply to the Existing Defaults; and (e) the Debt is validly and unconditionally due and owing in full to [Plaintiff], in accordance with the terms thereof. As of the Effective Date, each of the Borrower Parties agree that they have no defenses, claims, counterclaims, or other rights that could be asserted to impair, delay, or adversely affect [Plaintiff's] receipt of full payment and performance of all obligations owed to [Plaintiff] under the Loan, and any such defenses are hereby waived"

(*id.*).

Borrower fails to raise a triable issue of material fact in opposition to this motion.

Initially, the court rejects borrower's contention that plaintiff fails to establish standing.

Borrower argues that plaintiff is Green Loan Services, not the lender's assignee

[Computershare]. This is incorrect and there is no mystery here. Plaintiff, Computershare,

commenced this action through special servicer and Computershare's attorney-in-fact, Green

Loan Services (verified compl., para. 38; notice re: successor special servicer [Doc 11]; Falk aff.,

para 13 [Doc 31]). Likewise, plaintiff has established that it [Computershare] holds the relevant

loan documents. Borrower is also incorrect that the loan documents in the record are not

authenticated adequately. The loan documents are exhibits to the verified complaint, and Green

Loan's representative, Mr. Falk, also authenticates these documents in his affidavit (Doc 31, para

2). Finally, the court disagrees with borrower's argument that this summary judgment motion is

premature. Discovery is not needed to test borrower's misguided standing defense.

Thus, plaintiff is entitled to summary judgment on its first cause of action for foreclosure.

In addition, the court dismisses borrower's affirmative defenses. An eligible referee from the

Part 36 Fiduciary List will be appointed to compute the amount due. Further, the court permits

plaintiff to voluntarily discontinue as against the "SNDA defendants."

The court has considered borrower's remaining contentions and finds them unavailing.

Accordingly, it is

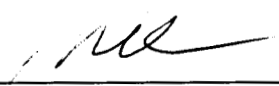
ORDERED that plaintiff's motion for summary judgment is granted, and plaintiff is awarded a judgment of foreclosure on its first cause of action against Borrower; and it is further

ORDERED that borrower's affirmative defenses are dismissed; and it is further

ORDERED that the complaint is dismissed as against defendants HELMSLEY ENTERPRISES, INC., OTTERBOURG P.C., CLARION PARTNERS, LLC, VOYA FINANCIAL, INC. f/k/a ING U.S., INC., ELSEVIER INC., LEE HECHT HARRISON LLC, URBANSAPCE GRAND CENTRAL LLC, and JOHN DOE #1 – 50, and the caption shall be amended to reflect this dismissal; and it is further

ORDERED that plaintiff shall submit a proposed order and judgment within 10 days, and plaintiff shall propose at least two eligible referees from the Part 36 fiduciary list to compute; and it is further

ORDERED that the Clerk shall mark this case disposed.

<u>8/13/2025</u> DATE	 MELISSA A. CRANE, J.S.C.			
CHECK ONE:	<input checked="" type="checkbox"/>	CASE DISPOSED	<input type="checkbox"/>	NON-FINAL DISPOSITION
	<input checked="" type="checkbox"/>	GRANTED	<input type="checkbox"/> DENIED	<input type="checkbox"/> GRANTED IN PART
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER		<input type="checkbox"/> OTHER
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	FIDUCIARY APPOINTMENT
			<input type="checkbox"/>	REFERENCE