

**U.S. Bank Trust N.A. v Parris Dev. Projects, LLC**

2026 NY Slip Op 31721(U)

April 29, 2026

Supreme Court, Orange County

Docket Number: Index No. EF002378-2022

Judge: Kyle C. McGovern

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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ORANGE

-----X Index No. EF002378-2022

U.S. BANK TRUST NATIONAL ASSOCIATION,  
NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY  
AS TRUSTEE OF HOF I GRANTOR TRUST 5,

*Plaintiff,*

**DECISION and ORDER**  
(Mot. Seq. #6)

-against-

PARRIS DEVELOPMENT PROJECTS, LLC; LESTER  
PARRIS; PLANET MANAGEMENT GROUP, LLC;  
NEW YORK STATE DEPARTMENT OF TAXATION  
AND FINANCE; “JOHN DOE” and “JANE DOE”  
Said names being fictitious, it being the intention of  
Plaintiff to designate any and all occupants of premises  
being foreclosed herein,

*Defendants.*

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**McGOVERN, J.**

The following papers filed electronically were read and considered on the application of Defendants Parris Development Projects, LLC and Lester Parris brought by Order to Show Cause (Mot. Seq. #6) for an Order staying the foreclosure sale noticed for April 30, 2026:

- Order to Show Cause, Affidavit of Lester Parris, Exhibits A-B,  
Memorandum of Law.....Doc. 150-152
- Notice of Rejection.....Doc. 154
- Affidavit in Opposition.....Doc. 156

**Background and Procedural History**

In this action to foreclose a mortgage relating to residential property located at 58 Deer Trail Road, Chester, New York 10918 (“Property”), the Judgment of Foreclosure and Sale (“Judgment”) dated June 20, 2023 (Goldberg-Velazquez, J.) in the amount of \$924,729.00 was

entered by the Clerk on June 28, 2023.<sup>1</sup> Pursuant to the Judgment, sale of the Property was duly noticed for September 6, 2023. Defendant Parris Development Projects, LLC its principal, Lester Parris (“Parris Defendants”), are the owner and purport to have occupied the Property since 2019.<sup>2</sup>

On August 4, 2023, the Parris Defendants filed a Notice of Appeal from the Judgment<sup>3</sup> and on August 24, 2023, two weeks prior to the scheduled sale, the Parris Defendants moved by Order to Show Cause seeking to stay the sale scheduled to take place on September 6, 2023. The Order to Show Cause was signed on August 25, 2023 (Goldberg-Velazquez, J.), staying the sale pending decision of the Appellate Division regarding Defendants’ appeal from the Judgment.<sup>4</sup>

On September 27, 2023, Defendant Parris Development Projects LLC also filed a Chapter 7 bankruptcy petition in the U.S. District Court for the District of Columbia, staying the foreclosure action pursuant to 11 U.S.C. §362. On the bankruptcy court’s own contempt motion, the bankruptcy petition was dismissed by Order dated August 29, 2024 of the Hon. Elizabeth L. Gunn.

Thereafter, the Parris Defendants’ appeal was submitted to the Appellate Division, Second Department and was ultimately dismissed by Decision and Order dated February 18, 2026 which affirmed the Judgment and awarded Plaintiff a bill of costs.<sup>5</sup> Thereafter, Plaintiff duly noticed sale of the Property for April 30, 2026 at 2:30 p.m. Defendants seek to stay the sale and Plaintiff opposes.

### **The motion**

Defendants filed an Order to Show Cause on April 23, 2026, one week before the sale date, now seeking postponement of the sale in order to pursue a refinancing arrangement purportedly available from a third-party. According to Defendants, they have been pre-qualified by Lendquidity, LLC (“Lendquidity”) for a loan secured by the Property in the amount of \$1,100,000,

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<sup>1</sup> The Judgment was issued following the Court’s issuance of two Orders dated March 13, 2023 (Goldberg-Velazquez, J.) granting summary judgment in favor of Plaintiff and appointing a referee.

<sup>2</sup> Occupancy of the property appears to be in question as a Certificate of Business Purpose of Loan executed by the Parris Defendants on Augst 26, 2019 under penalty of perjury certifies the Property as non-owner occupied. This conflicts with the Affidavit of Lester Parris sworn to on April 22, 2026 submitted in support of this motion that asserts he has resided in the property for seven years.

<sup>3</sup> Defendants appealed from two Orders dated March 13, 2023 (Goldberg-Velazquez, J.) that granted Plaintiff’s motion for summary judgment and appointed a referee, as well as from the Judgment of Foreclosure and Sale dated June 20, 2023.

<sup>4</sup> By subsequent Order dated and entered on October 24, 2023 (Goldberg-Velazquez, J.), all further proceedings were stayed pending Defendants’ appeal.

<sup>5</sup> *U.S. Bank Trust N.A. v. Parris Dev. Projects, LLC*, 246 A.D. 3d 997 (2d Dept. 2026).

which they assert will more than satisfy the Judgment. Defendants submit a letter dated March 26, 2026 from Lenquidity offering conditional pre-approval for a real estate investment loan secured by the Property. Defendants seek postponement of the sale to afford Lendquidity the opportunity to conduct the formal independent appraisal of the Property they require to close on a loan, which appraisal Defendants posit will require 60-90 days to obtain.

Plaintiff opposes the motion on numerous grounds. First, Plaintiff argues Defendants are seeking relief pursuant to CPLR §2201 to settle the action through a refinance of the Property, a circumstance that does not comport with the purpose of CPLR §2201, which is to maintain the status quo in an action during the pendency of a related action.

Plaintiff next argues to the extent Defendants' motion is seeking a preliminary injunction, Defendants did not demonstrate any of the requisite elements - immediate or irreparable injury, loss or damage that would result from enforcement of the Judgment, probability of success on the merits of the case, or that they can give an undertaking in an amount to be fixed by the Court.

Plaintiff further urges there is no basis for a stay since the Judgment is final as to all questions at issue between the parties and concludes all matters which were or might have been litigated. Plaintiff additionally contends Defendants have had three years to satisfy the Judgment to redeem the mortgaged premises but have taken no action to do so, and that any election to delay exercising their right of redemption constitutes an inexcusable misguided strategy that does not warrant a stay of the sale. Plaintiff also argues Defendants' desire to settle the foreclosure does not constitute a basis to stay enforcement of the Judgment.

Lastly, Plaintiff highlights this motion is merely another dilatory tactic by Defendants to avoid sale of the Property since the Judgment was entered, noting their unsuccessful appeal and dismissed bankruptcy petition, as well as their prior motion for a stay of proceedings, which afforded them a multi-year stay that was ultimately lifted upon affirmation of the Judgment by the Appellate Division Decision and Order dated February 18, 2026. Plaintiff argues Defendants may not now be granted additional relief further delaying enforcement of the Judgment.

### **Discussion**

CPLR §2201 provides that the court in which an action is pending may grant a stay of proceedings in a proper case, upon such terms as may be just. A stay is appropriate where there is

a pending related action with complete identity of parties, claims, and reliefs sought. See *Tribeca Lending Corp. v. Crawford*, 79 A.D.3d 1018 (2d Dept. 2010), *lv. dismiss.* 16 N.Y.2d 783 (2011); *Green Tree Fin. Servicing Corp. v. Lewis*, 280 A.D. 2d 642, 643 (2d Dept. 2001). The instant case presents no such circumstance as Defendants' potential refinancing opportunity does not constitute a pending related action that would warrant such consideration under CPLR §2201.

As correctly argued by Plaintiff, a court is generally limited to noticed issues that are the subject of the motion before it and may grant relief not specifically requested in the notice of motion, pursuant to a general prayer for relief contained in the notice of motion, if the relief is warranted by the facts plainly appearing on the papers on both sides, and if the relief granted is "not too dramatically unlike the relief sought, the proof offered supports it, and there is no prejudice to any party." *Aryes v. Bloomberg, L.P.*, 235 A.D. 3d 709, 714 (2d Dept. 2025); CPLR §2214(a). Here, the Parris Defendants have asked to adjourn the sale and to stay scheduling of any other such foreclosure sale pending refinancing of the Property. The Order to Show cause did not grant a temporary restraining order pending resolution of the motion and does not demonstrate any facts warranting entitlement to injunctive relief.

Plaintiff emphasizes Defendants' failure to exercise their right of redemption at any time in the past three years, an option that was available to them notwithstanding that this action was stayed. That Defendants failed to act in any way is quite telling as to Defendants' motivation to preserve the Property.

Next, citing *U.S. Bank N.A. v. Tait* (234 A.D.3d 889, 892 [2d Dept. 2025]) and *Financial Freedom Acquisition, LLC v. Braunsberg* (201 A.D.3d 788 [2d Dept. 2022]), Plaintiff correctly argues that, as a general matter, the filing of repetitive motions seeking the same or similar relief is strongly discouraged, particularly after adjudication of claim via entry of a final Judgment. Here, the Judgment is final as to all questions at issue between the parties and concludes all matters of defense which were or might have been litigated in the foreclosure action. *Signature Bank v. Epstein*, 95 A.D. 3d 1199, 1200 (2d Dept. 2012); *Long Is. Sav. Bank v. Mihalios*, 269 A.D. 2d 502, 503 (2d Dept. 2000). The Court agrees the instant motion represents Defendants' repeated attempt to seek the same relief and should not be countenanced.

In sum, the Court is wholly unpersuaded by Defendant Parris's entreaty that a stay of the sale would comprise a just and equitable resolution which would enable him and his company to capitalize on this new refinancing opportunity for the Property. As an initial matter, Defendants have failed to demonstrate any reason that would justify further prolonging this already delayed matter. Of particular note to Defendants' credibility are the potentially perjurious discrepancies in Defendants' affirmed and sworn statements concerning owner occupancy of the Property. Further, given Defendants' self-proclaimed status as a real estate developer with considerable experience and ownership of additional properties in New Jersey that they purportedly intend to sell to generate funds to satisfy the Judgment, it is beyond cavil why Defendants have not availed themselves of any such options towards redemption at any time since entry of the Judgment nearly three years ago, and especially since the Judgment was affirmed by order of the Appellate Division in February 2026 and the Notice of Sale was filed on March 16, 2026. Instead, failing to take any action until one week before the sale, Defendants submit documentation reflecting mere pre-qualification for a loan which is subject to appraisal and expressly disclaims any commitment by the proposed new lender. Considering these facts together, the Court sees no reason why a sale of the Property pursuant to the affirmed 2023 Judgment should be stayed.

Accordingly, for the foregoing reasons, it is hereby

**ORDERED** that the motion by Defendants Parris Development Projects, LLC and Lester Parris (Mot. Seq. #6) is DENIED.

The foregoing constitutes the Decision and Order of this Court.

Dated: April 29, 2026

E N T E R



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HON. KYLE C. McGOVERN, J.S.C.