IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: HUDSON 1701/1706, LLC, *et al.*,[1] 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. No. 25-52468-KBO **Hearing Date: January 13, 2026 at 1:00 p.m.** **Obj. Deadline: January 6, 2026 at 4:00 p.m.**

PLAINTIFF'S MOTION TO AUTHORIZE DEPOSIT OF INTERPLEADER FUNDS INTO THE REGISTRY OF THE COURT AND TO DISCHARGE PLAINTIFF FROM THE INTERPLEADER ACTION

Pursuant to Rule 67 of the Federal Rules of Civil Procedure, as made applicable herein by Rule 7067 of the Federal Rules of Bankruptcy Procedure, and 28 U.S.C. § 1335 and/or Rule 22 of the Federal Rules of Civil Procedure, as made applicable herein by Rule 7022 of the Federal Rules of Bankruptcy Procedure, Plaintiff First American Title Insurance Company, as escrow agent ("First American"), respectfully moves the Court for an order in substantially the form annexed hereto as **Exhibit A** (the "Proposed Order"), *inter alia*, authorizing First American to

[1] Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190).

251185326020400000000012

deposit certain funds into the Registry of the Court and discharging First American from this action and represents as follows:

1. On December 18, 2025, First American commenced the above-captioned action for interpleader (the "Interpleader Action") as to the right sum of $1,637,500.00, less fees and expenses due[2] to First American (the "Interpleader Funds").

2. As more fully set forth in the accompanying Memorandum of Law,[3] once an interpleader plaintiff has satisfied the jurisdictional and other threshold requirements of an interpleader action, courts will authorize the interpleader plaintiff to deposit the interpleader funds with the court pursuant to Rule 67 of the Federal Rules of Civil Procedure and will discharge the interpleader plaintiff from liability and dismiss it from the case. Indeed, in interpleader actions brought pursuant to 28 U.S.C. § 1335, such deposits are required. *See generally*, 28 U.S.C. § 1335.

3. Here, the Court has subject matter jurisdiction over this Interpleader Action as a "rule interpleader" action pursuant to Federal Rule of Civil Procedure 22 and 28 U.S.C. § 1334(b) because this Interpleader Action clearly arises in and/or relates to the Bankruptcy Case as a core proceeding under 28 U.S.C. §§ 157(b)(2)(A), (M), and/or (O).[4] Further, Defendants, particularly the Guarantors, have voluntarily submitted themselves and the dispute over the Escrow Funds to the Bankruptcy Court by their strident participation in the Bankruptcy Case and

---

[2] Subject to attorney client protections, First American is prepared to submit invoices and/or other business records reflecting its current reasonable fees and expenses to the parties to the Escrow Agreement upon request. Likewise, as provided in the Proposed Order, in the event the Motion is granted, First American is prepared to submit to the parties to the Escrow Agreement and the Court invoices and/or other business records reflecting its total unpaid fees and expenses prior to final disposition of the Interpleader Funds.

[3] Capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to them in the accompanying Memorandum of Law.

[4] Pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware, First American consents to the entry of a final judgment or order with respect to this Motion if it is determined that the Court would lack Article III jurisdiction to enter such final judgment or order absent consent of the parties.

referencing the Escrow and Settlement Agreements in their pleadings. *See, e.g.*, *Objection by Alberto Smeke Saba and Salomon Smeke Saba to Debtors' Application to Employ DLA Piper LLP (US) as Special Counsel, Effective as of the Petition Date* [Chapter 11 Cases Docket No. 123-1]. The Debtors have also listed the Settlement Agreement in their schedules and statements of financial affairs. [Chapter 11 Cases Docket No. 164, Page 77, Item 2.38]; [Chapter 11 Cases Docket No. 165, Page 20, Item 4.1; Page 42]; [Chapter 11 Cases Docket No. 166, Page 76, Item 2.38]; [Chapter 11 Cases Docket No. 167, Page 20, Item 4.1].

4. Alternatively, the Court has subject matter jurisdiction over this Interpleader Action as a "statutory interpleader" action pursuant to 28 U.S.C. § 1335 because the Interpleader Funds exceed $500.00, there is minimal diversity of citizenship between at least two of the claimants, and, upon the entry of the order granting this Motion, First American will also satisfy the final requirement to establish subject matter jurisdiction by depositing the Interpleader Funds into the registry of the Court.

5. Moreover, interpleader is an appropriate remedy here because First American has a good faith concern about duplicative litigation and multiple liability if it responds to the requests of certain claimants and not to others, and, other than its charging lien for its fees and expenses incurred with respect to the Interpleader Action, First American claims no beneficial interest in the Escrow Funds.

6. Accordingly, and for reasons more fully set forth in the accompanying Memorandum of Law, First American requests entry of an order, *inter alia*, authorizing it to deposit into the Registry of the Court the full amount of the Interpleader Funds which are the subject of the Interpleader Action, and thereafter discharging First American from the Interpleader Action and from any further liability arising out of or relating to the Escrow Funds

and/or the Escrow Agreement.

7. First American is serving this motion upon all the defendants and submits that such notice is proper under the circumstances.

8. No prior request for the relief sought herein has been made to this or any other Court.

WHEREFORE, First American respectfully requests the Bankruptcy Court issue an Order granting the relief requested herein and in the Proposed Order and for such other and further relief as the Court may deem just and proper.

[*Remainder of Page Intentionally Left Blank*]

Dated: December 30, 2025

BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP

/s/ Jennifer R. Hoover
Jennifer R. Hoover, Esq. (DE No. 5111)
Juan E. Martinez, Esq. (DE No. 6863)
1313 North Market Street, Suite 1201
Wilmington, DE 19801
Telephone: (302) 442-7006
Email: jhoover@beneschlaw.com
jmartinez@beneschlaw.com

-and-

DENTONS US LLP

Lynn P. Harrison III, Esq. (*pro hac vice* forthcoming)
1221 Avenue of the Americas
New York, New York 10020
Telephone: (212) 768-6700
Facsimile: (212) 768-6800
Email: lynn.harrisoniii@dentons.com

Elizabeth T. Ferrick, Esq. (*pro hac vice*)
101 South Hanley Road
Suite 600
St. Louis, Missouri 63105
Telephone: (314) 259-5910
Email: elizabeth.ferrick@dentons.com

Counsel to First American Title Insurance Company

Exhibit A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: HUDSON 1701/1706, LLC, *et al.*,[1] 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. No. 25-52468-KBO **RE: D.I. __**

PROPOSED ORDER GRANTING PLAINTIFF'S MOTION TO AUTHORIZE DEPOSIT OF INTERPLEADER FUNDS INTO THE REGISTRY OF THE COURT AND TO DISCHARGE PLAINTIFF FROM THE INTERPLEADER ACTION

Upon the motion of Plaintiff First American Title Insurance Company, as escrow agent ("First American"), to Authorize Deposit of Interpleader Funds into the Registry of the Court and to Discharge Plaintiff from the Interpleader Action (the "Motion")[2] pursuant to Rule 67 of the Federal Rules of Civil Procedure, as made applicable herein by Rule 7067 of the Federal Rules of Bankruptcy Procedure, and 28 U.S.C. § 1335 and/or Rule 22 of the Federal Rules of

[1] Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190).

[2] Capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to them in the Motion.

Civil Procedure, as made applicable herein by Rule 7022 of the Federal Rules of Bankruptcy Procedure; and this Court having found that the Court has jurisdiction to consider the Motion and the relief requested herein in accordance with 28 U.S.C. §§ 157 and 1334 and/or 28 U.S.C. § 1335; venue is proper in this Court pursuant to 28 U.S.C. § 1409; and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice need be given; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. First American is authorized and directed to deposit with the Registry of the Court for safekeeping an amount representing the outstanding balance of the Escrow Funds as of the date of such deposit, minus the estimated amount of First American's unpaid fees and expenses to date, with a direction to the Clerk of the Court to deposit such sum (the "Interpleader Funds") into a Court approved interest bearing account;

2. First American is authorized and directed to submit to the parties to the Escrow Agreement and Court, as necessary and required, invoices and/or other business records reflecting its unpaid fees and expenses to date;

3. First American is authorized to apply the amount of its unpaid fees and expenses to date deducted from the Escrow Funds to its unpaid fees and expenses, as supported by its invoices and/or business records filed in this Interpleader Action pursuant to the foregoing paragraph;

4. Upon payment of the Interpleader Funds to the Court, First American is discharged from further liability to any of the defendants named herein relating to the allegations in the Complaint and is dismissed from this action;

5. The defendants shall interplead and settle between themselves their rights to the Interpleader Funds;

6. Pursuant to 28 U.S.C. § 2361, the defendants are hereby enjoined "from instituting or prosecuting any proceeding in any State or United States court affecting the property, instrument or obligation involved in the interpleader action" including the Interpleader Funds, Escrow Agreement, or the obligations of the Escrow Agent;

7. First American shall be awarded any other unpaid costs and attorneys' fees incurred in this action beyond the aforementioned amount deducted from the Escrow Funds; and

8. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: HUDSON 1701/1706, LLC, *et al.*,[1] 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. No. 25-52468-KBO **Hearing Date: January 13, 2026 at 1:00 p.m.** **Obj. Deadline: January 6, 2026 at 4:00 p.m.**

NOTICE OF MOTION

PLEASE TAKE NOTICE that on December 30, 2025, plaintiff First American Title Insurance Company ("First American") filed *Plaintiff's Motion to Authorize Deposit of Interpleader Funds into the Registry of the Court and to Discharge Plaintiff from the Interpleader Action* (the "Motion") which seeks the following relief: an order by the Court, *inter alia*, directing First American to deposit certain funds into the Registry of the Court and discharging First American from the above-captioned interpleader action.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must

[1] Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190).

be in writing, filed with the Clerk of the Bankruptcy Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, and served upon and received by the undersigned counsel for First American on or before **January 6, 2026 at 4:00 p.m. (ET).**

PLEASE TAKE FURTHER NOTICE that a hearing on the Motion will be held on January 13, 2026 at 1:00 p.m. (ET) before the Honorable Karen B. Owens, at the United States Bankruptcy Court, 824 North Market Street, 6th Floor, Courtroom #3, Wilmington, Delaware 19801.

IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED, AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: December 30, 2025

BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP

/s/ Jennifer R. Hoover
Jennifer R. Hoover, Esq. (DE No. 5111)
Juan E. Martinez, Esq. (DE No. 6863)
1313 North Market Street, Suite 1201
Wilmington, DE 19801
Telephone: (302) 442-7006
Email: jhoover@beneschlaw.com
jmartinez@beneschlaw.com

-and-

DENTONS US LLP

Lynn P. Harrison III, Esq. (*pro hac vice* forthcoming)
1221 Avenue of the Americas
New York, New York 10020
Telephone: (212) 768-6700
Facsimile: (212) 768-6800
Email: lynn.harrisoniii@dentons.com

Elizabeth T. Ferrick, Esq. (*pro hac vice*)
101 South Hanley Road
Suite 600
St. Louis, Missouri 63105
Telephone: (314) 259-5910
Email: elizabeth.ferrick@dentons.com

Counsel to First American Title Insurance Company

CERTIFICATE OF SERVICE

I, Jennifer R. Hoover, Esq., hereby certify that *Plaintiff's Motion to Authorize Deposit of Interpleader Funds into the Registry of the Court and to Discharge Plaintiff from the Interpleader Action* was filed and served on December 30, 2025 via CM/ECF on all parties registered to receive notice in this case and on the following via e-mail:

William E. Chipman, Jr., Esq.
Mark D. Olivere, Esq.
Aaron Bach, Esq.
Alison Maser, Esq.
CHIPMAN BROWN CICERO & COLE, LLP
1313 North Market Street, Suite 5400
Wilmington, DE 19801
Email: chipman@chipmanbrown.com
maser@chipmanbrown.com
bach@chipmanbrown.com
olivere@chipmanbrown.com

Adam Cole, Esq.
CHIPMAN BROWN CICERO & COLE LLP
420 Lexington Ave, Suite 442
New York, NY 10170
Email: cole@chipmanbrown.com

Counsel to the Debtors

Malcolm M. Bates, Esq.
Office of the United States Trustee
844 King Street
Suite 2207
Wilmington, DE 19801
Email: malcolm.m.bates@usdoj.gov

U.S. Trustee

Stuart M. Brown, Esq.
DLA PIPER LLP (US)
1201 North Market Street
Suite 2100
Wilmington, DE 19801
Email: stuart.brown@dlapiper.com

Neal Kronley, Esq.
David M. Riley, Esq.
Marc A. Silverman, Esq.
DLA PIPER LLP (US)
1251 Avenue of the Americas
New York, NY 10020
Email: neal.kronley@us.dlapiper.com
david.riley@us.dlapiper.com
marc.silverman@us.dlapiper.com

/s/ Jennifer R. Hoover
Jennifer R. Hoover (DE No. 5111)