Docket #0063 Date Filed: 2/20/2026

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: A.D.I. 12, 15, 16, 17, 31, 39, 42, 45, 58, 59, 60**

CERTIFICATION OF COUNSEL FOR PLAINTIFF FIRST AMERICAN REGARDING JOINT 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

The undersigned counsel for Plaintiff First American Title Insurance Company, solely in its capacity as escrow agent ("First American"), hereby certifies that:

1. On December 30, 2025, 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* (A.D.I. 12) (the "Motion") and a *Proposed Order Granting Plaintiff's Motion*

[1] The 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) (collectively, the "Debtors").

to Authorize Deposit of Interpleader Funds Into the Registry of the Court and to Discharge Plaintiff from the Interpleader Action (A.D.I. 12-1) (the "Proposed Order").

2. On January 6, 2026, Defendants CSC Hudson LLC, Alberto Smeke Saba, and Salomon Smeke Saba (the "Guarantor Parties") filed *Objection of Alberto Smeke Saba, Salomon Smeke Saba and CSC Hudson LLC to Plaintiff First American Title Insurance Company's Motion to Authorize Deposit of Interpleader Funds into Registry of Court and to Discharge Plaintiff from Interpleader Action* (A.D.I. 15).

3. On January 7, 2026, the Debtors filed *Debtors' Joinder to Plaintiff First American Title Insurance Company's Motion to Authorize Deposit of Interpleader Funds into Registry of Court and to Discharge Plaintiff from Interpleader Action* (A.D.I. 16).

4. On January 8, 2026, Defendant Parkview Financial REIT, LP ("Parkview") filed *Parkview Financial REIT, LP's Reservation of Rights with Respect to Plaintiff First American Title Insurance Company's Motion to Authorize Deposit of Interpleader Funds into Registry of Court and to Discharge Plaintiff from Interpleader Action* (A.D.I. 17).

5. On January 21, 2026, First American and the Guarantor Parties filed a *Stipulation for Extension of Time for Defendants Alberto Smeke Saba, Salomon Smeke Saba and CSC Hudson LLC to Answer, Move, or Otherwise Respond to the Complaint* (A.D.I. 31).

6. On February 2, 2026, the Guarantor Parties filed a *Memorandum of Law in Support of Objection of Alberto Smeke Saba, Salomon Smeke Saba and CSC Hudson LLC to Plaintiff First American Title Insurance Company's Motion to Authorize Deposit of Interpleader Funds into Registry of Court and to Discharge Plaintiff from Interpleader Action* (A.D.I. 39).

7. On February 3, 2026, the Guarantor Parties filed *Alberto Smeke Saba, Salomon Smeke Saba, and CSC Hudson LLC's Answer to Complaint for Interpleader with Affirmative Defenses and Counterclaim* (the "Counterclaims") (A.D.I. 42).

8. On February 9, 2026, First American filed *Plaintiff's Reply in Support of its Motion to Authorize Deposit of Interpleader Funds into the Registry of the Court and to Discharge Plaintiff from the Interpleader Action* (A.D.I. 45).

9. On February 12, 2026, the Bankruptcy Court held a hearing and oral argument on the Motion (A.D.I. 58, 59) (the "Hearing"). At the Hearing, the Bankruptcy Court orally granted the Motion, dismissed the Counterclaims against First American, and ordered that First American revise the Proposed Order to comport with the Court's ruling at the Hearing and submit copies of the same to separate counsel for the Guarantor Parties, Parkview, and the Debtors (together, the "Interpleader Defendants") for review.

10. First American revised the Proposed Order to reflect the Court's ruling at the Hearing and provided copies to separate counsel for the Interpleader Defendants.

11. Separate counsel for the Interpleader Defendants have reviewed, provided comments, and agreed upon the provisions in the revised Proposed Order.

12. First American hereby submits its revised Proposed Order granting the Motion to Deposit as **Exhibit A** (the "Joint Proposed Order") subject to the approval of the Court and in compliance with Local Rule 7016-1(d). A blackline of the Joint Proposed Order compared against First American's original Proposed Order is attached hereto as **Exhibit B**.

WHEREFORE, First American respectfully requests that the Court enter the Joint Proposed Order, substantially in the form attached hereto as **Exhibit A**, at the Court's earliest convenience.

Dated: February 20, 2026

BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP

/s/ Jennifer R. Hoover

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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: A.D.I. 12, 15, 16, 17, 31, 39, 42, 45, 58, 59, 60**

JOINT 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"), entitled *Plaintiff's Motion to Authorize Deposit of Interpleader Funds into the Registry of the Court and to Discharge Plaintiff from the Interpleader Action* [A.D.I. 12] (the "Motion"), 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;

[1] The 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) (collectively, the "Debtors").

And having considered each of the following: *Objection of Alberto Smeke Saba, Salomon Smeke Saba and CSC Hudson LLC to Plaintiff First American Title Insurance Company's Motion to Authorize Deposit of Interpleader Funds into Registry of Court and to Discharge Plaintiff from Interpleader Action* [A.D.I. 15]; *Debtors' Joinder to Plaintiff First American Title Insurance Company's Motion to Authorize Deposit of Interpleader Funds into Registry of Court and to Discharge Plaintiff from Interpleader Action* [A.D.I. 16]; *Parkview Financial REIT, LP's Reservation of Rights with Respect to Plaintiff First American Title Insurance Company's Motion to Authorize Deposit of Interpleader Funds Into Registry of Court and to Discharge Plaintiff from Interpleader Action* [A.D.I. 17]; *Stipulation for Extension of Time for Defendants Alberto Smeke Saba, Salomon Smeke Saba and CSC Hudson LLC to Answer, Move, or Otherwise Respond to the Complaint* [A.D.I. 31]; *Memorandum of Law in Support of Objection of Alberto Smeke Saba, Salomon Smeke Saba and CSC Hudson LLC to Plaintiff First American Title Insurance Company's Motion to Authorize Deposit of Interpleader Funds into Registry of Court and to Discharge Plaintiff from Interpleader Action* [A.D.I. 39]; *Plaintiff's Reply in Support of its Motion to Authorize Deposit of Interpleader Funds into the Registry of the Court and to Discharge Plaintiff from the Interpleader Action* [A.D.I. 45];

And 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; the amount being deposited is disputed ownership funds; 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, including hearing and oral argument on the Motion on February 12, 2026 [A.D.I. 58, 59] (the "Hearing"); and it appearing that no other or further notice need be given; and after due deliberation and sufficient cause appearing;

And for all the reasons set out on the record by the Court at the Hearing;

IT IS HEREBY ORDERED THAT:

1. In accordance with Del. Bankr. L.R. 3011-1, First American is authorized and directed to deposit with the Registry of the Court for safekeeping the entirety of the disputed funds in the amount of $1,637,500.00, plus all interest accrued and accruing through the date of deposit of such funds[2] (the "Interpleader Funds"), and shall serve the Clerk of Court a copy of this Order authorizing the same. As provided in the Court's General Order Regarding Deposit and Investment of Registry Funds dated December 1, 2016, the Clerk of Court shall deposit the Interpleader Funds in the Disputed Ownership Fund established within the Court Registry Investment System and administered by the Administrative Office of the United States Courts under 28 U.S.C. § 2045 in an account titled in the name of the above-captioned Interpleader Action (as defined in the Motion).

2. Upon payment of the Interpleader Funds to the Court, First American is discharged from further liability to any of the above-captioned defendants (the "Interpleader Defendants") relating to the allegations in the Complaint (as defined in the Motion);

3. The Court finds First American is entitled to its reasonable attorneys' fees and expenses incurred in connection with the Interpleader Action. First American shall separately file a motion to recover its reasonable attorneys' fees and expenses and submit to the Court invoices or other necessary documentation, redacted as appropriate, reflecting its incurred fees and expenses to date,[3] and shall be awarded its reasonable attorneys' fees from the Interpleader Funds or as otherwise directed from the Court, as such amount is determined by the Court;

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[2] The Interpleader Funds are held in an interest-bearing account and are subject to variable daily change.

[3] Unless otherwise directed by the Court, First American's requests for its reasonable attorneys' fees and expenses will be noticed to separate counsel the Debtors, Alberto Smeke Saba, Salomon Smeke Saba and CSC

4. After entering a separate order determining the amount of reasonable attorneys' fees and expenses to which First American is entitled, the Court will dismiss First American from the Interpleader Action and direct the Clerk of Court to distribute to First American the appropriate funds from the Interpleader Funds previously deposited;

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

6. Pursuant to 28 U.S.C. § 2361, the Interpleader Defendants are hereby enjoined from instituting or prosecuting any proceeding, other than the Adversary Proceeding (as defined in the Motion), in any State or United States court (other than with respect to any appeals from the Adversary Proceeding) affecting the property, instrument or obligation involved in the Interpleader Action including the Interpleader Funds, Escrow Agreement, or the obligations of the Escrow Agent. Nothing in this Order resolves or otherwise impairs any claims, rights or defenses asserted by any of the Interpleader Defendants in connection with the Adversary Proceeding other than the Counterclaims asserted by the Guarantor Parties against First American;

7. The Counterclaims brought by the Guarantor Parties against First American, as set forth in A.D.I. 42, are dismissed in their entirety, with prejudice;

[*Remainder of page intentionally left blank*.]

Hudson LLC (together, the "Guarantor Parties"), Parkview Financial REIT, LP, and the Creditors' Committee in the Chapter 11 cases.

8. To the extent that this Order may conflict with any provisions in the Joint Agreed Scheduling Order entered on February 12, 2026 [A.D.I. 60], this Order shall control; and

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

Exhibit B

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: A.D.I. —12, 15, 16, 17, 31, 39, 42, 45, 58, 59, 60**

JOINT PROPOSED ORDER GRANTING PLAINTIFF'S MOTION TO AUTHORIZE ~~DE~~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"), entitled *Plaintiff's Motion to Authorize Deposit of Interpleader Funds into the Registry of the Court and to Discharge Plaintiff from the Interpleader Action* [A.D.I. 12] (the

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

"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 Civil Procedure, as made applicable herein by Rule 7022 of the Federal Rules of Bankruptcy Procedure; ~~and this Court~~

And having considered each of the following: *Objection of Alberto Smeke Saba, Salomon Smeke Saba and CSC Hudson LLC to Plaintiff First American Title Insurance Company's Motion to Authorize Deposit of Interpleader Funds into Registry of Court and to Discharge Plaintiff from Interpleader Action* [A.D.I. 15]; *Debtors' Joinder to Plaintiff First American Title Insurance Company's Motion to Authorize Deposit of Interpleader Funds into Registry of Court and to Discharge Plaintiff from Interpleader Action* [A.D.I. 16]; *Parkview Financial REIT, LP's Reservation of Rights with Respect to Plaintiff First American Title Insurance Company's Motion to Authorize Deposit of Interpleader Funds Into Registry of Court and to Discharge Plaintiff from Interpleader Action* [A.D.I. 17]; *Stipulation for Extension of Time for Defendants Alberto Smeke Saba, Salomon Smeke Saba and CSC Hudson LLC to Answer, Move, or Otherwise Respond to the Complaint* [A.D.I. 31]; *Memorandum of Law in Support of Objection of Alberto Smeke Saba, Salomon Smeke Saba and CSC Hudson LLC to Plaintiff First American Title Insurance Company's Motion to Authorize Deposit of Interpleader Funds into Registry of Court and to Discharge Plaintiff from Interpleader Action* [A.D.I. 39]; *Plaintiff's Reply in Support of its Motion to Authorize Deposit of Interpleader Funds into the Registry of the Court and to Discharge Plaintiff from the Interpleader Action* [A.D.I. 45];

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

And 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; the amount being deposited is disputed ownership funds; 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, including hearing and oral argument on the Motion on February 12, 2026 [A.D.I. 58, 59] (the "Hearing"); and it appearing that no other or further notice need be given; and after due deliberation and sufficient cause appearing ~~therefor~~;

And for all the reasons set out on the record by the Court at the Hearing;

IT IS HEREBY ORDERED THAT:

1. In accordance with Del. Bankr. L.R. 3011-1, 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;~~the entirety of the disputed funds in the amount of $1,637,500.00, plus all interest accrued and accruing through the date of deposit of such funds[2] (the "Interpleader Funds"), and shall serve the Clerk of Court a copy of this Order authorizing the same. As provided in the Court's General Order Regarding Deposit and Investment of Registry Funds dated December 1, 2016, the Clerk of Court shall deposit the Interpleader Funds in the Disputed Ownership Fund established within the Court Registry Investment System and administered by the Administrative

[2] The Interpleader Funds are held in an interest-bearing account and are subject to variable daily change.

Office of the United States Courts under 28 U.S.C. § 2045 in an account titled in the name of the above-captioned Interpleader Action (as defined in the Motion).

~~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;~~

2. ~~4.~~ Upon payment of the Interpleader Funds to the Court, First American is discharged from further liability to any of the above-captioned defendants ~~named herein~~(the "Interpleader Defendants") relating to the allegations in the Complaint ~~and is dismissed from this~~(as defined in the ~~ac~~Motion);

3. The Court finds First American is entitled to its reasonable attorneys' fees and expenses incurred in connection with the Interpleader Action. First American shall separately file a motion to recover its reasonable attorneys' fees and expenses and submit to the Court invoices or other necessary documentation, redacted as appropriate, reflecting its incurred fees and expenses to date,[3] and shall be awarded its reasonable attorneys' fees from the Interpleader Funds or as otherwise directed from the Court, as such amount is determined by the Court;

4. After entering a separate order determining the amount of reasonable attorneys' fees and expenses to which First American is entitled, the Court will dismiss First American

[3] Unless otherwise directed by the Court, First American's requests for its reasonable attorneys' fees and expenses will be noticed to separate counsel the Debtors, Alberto Smeke Saba, Salomon Smeke Saba and CSC Hudson LLC (together, the "Guarantor Parties"), Parkview Financial REIT, LP, and the Creditors' Committee in the Chapter 11 cases.

from the Interpleader Action and direct the Clerk of Court to distribute to First American the appropriate funds from the Interpleader Funds previously deposited;

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

6. Pursuant to 28 U.S.C. § 2361, the Interpleader ~~d~~Defendants are hereby enjoined ~~"~~from instituting or prosecuting any proceeding, other than the Adversary Proceeding (as defined in the Motion), in any State or United States court (other than with respect to any appeals from the Adversary Proceeding) affecting the property, instrument or obligation involved in the ~~i~~Interpleader ~~a~~Action~~"~~ including the Interpleader Funds, Escrow Agreement, or the obligations of the Escrow Agent~~;~~. Nothing in this Order resolves or otherwise impairs any claims, rights or defenses asserted by any of the Interpleader Defendants in connection with the Adversary Proceeding other than the Counterclaims asserted by the Guarantor Parties against First American;

7. The Counterclaims brought by the Guarantor Parties against First American, as set forth in A.D.I. 42, are dismissed in their entirety, with prejudice;

~~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. To the extent that this Order may conflict with any provisions in the Joint Agreed Scheduling Order entered on February 12, 2026 [A.D.I. 60], this Order shall control; and

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

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Table Insert	0
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Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
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