

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

PRESENT: HON. FRANCIS A. KAHN, III PART 32

*Justice*

-----X INDEX NO. 850189/2021

25TH STREET MULTIFAMILY LLC,

MOTION DATE \_\_\_\_\_

Plaintiff,

MOTION SEQ. NO. 008

- v -

208-214 E. 25TH ST, LLC, STEVEN CROMAN, CRIMINAL  
COURT OF THE CITY OF NEW YORK,

**AMENDED JUDGMENT OF  
FORECLOSURE AND SALE and  
DECISION + ORDER ON  
MOTION**

Defendant.

-----X

The following e-filed documents, listed by NYSCEF document number (Motion 008) 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 384, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409

were read on this motion to/for

JUDGMENT - FORECLOSURE & SALE

The court *sua sponte* vacates its judgment of foreclosure and sale and decision and order on motion dated May 10, 2024, and substitutes the following in its place and stead:

Upon the foregoing documents, the motion and cross-motion are determined as follows:

This is an action to foreclose on a consolidated and restated mortgage encumbering multiple parcels of improved real property located at 208-214 East 250<sup>th</sup> Street, New York, New York. The mortgage secures a restated note that memorializes a loan of \$25,000,000.00 made by the assignor of Plaintiff, 25th Street Multifamily LLC ("Multifamily"), to Defendant 208-214 E. 25<sup>th</sup> LLC ("Mortgagor"). Concomitantly with the note, Defendant Steven Croman ("Croman") executed a personal guaranty of the loan.

Plaintiff's motion for summary judgment and an order of reference was granted by order of this Court dated July 12, 2023. Now, Plaintiff moves for *inter alia* to confirm the Referee's report and for the issuance of a judgment of foreclosure and sale. Defendants oppose the motion and cross-move for an order rejecting the Referee's report and directing that the Referee conduct a hearing.

"The report of a referee should be confirmed whenever the findings are substantially supported by the record, and the referee has clearly defined the issues and resolved matters of credibility" (*Citimortgage, Inc. v Kidd*, 148 AD3d 767, 768 [2d Dept 2017]; *see also Bank of N.Y. Mellon v Davis*, 193 AD3d 803 [2d Dept 2021]). There is no requirement that any particular records support the Referee's findings so long as the proof is in evidentiary form and evinces the facts for which they are proffered (*see eg Nationstar Mtge., LLC v Cavallaro*, 181 AD3d 688 [2d Dept 2020]; *Citigroup v Kopelowitz*, 147 AD3d 1014, 1015 [2d Dept 2017]). A plaintiff may, therefore, rely on evidence from persons with personal knowledge of the facts, documents in admissible form and/or persons with knowledge derived from produced admissible records (*see eg U.S. Bank N.A. v Moulton*, 179 AD3d 734,

738 [2d Dept 2020]). After issuance of the Referee's report, the court is authorized to reject the report, in whole or in part, and render its own findings (*see eg Bank of Am., N.A. v Barton*, 199 AD3d 625 [2d Dept 2021]).

In support of the calculation, Plaintiff submitted the affidavit of Juan Bustabad ("Bustabad"), an Assistant Vice President of non-party BankUnited, N.A. ("United"), the original lender herein and Plaintiff's assignor. Bustabad demonstrated personal knowledge of United's recordkeeping procedures and laid a proper foundation for the admission of its records by demonstrating the requisites of CPLR §4518 (*see Bank of N.Y. Mellon v Gordon*, 171 AD3d 197 [2d Dept 2019]). The affidavit and the records attached to thereto supported the Referee's calculation up to the date contained in the affidavit, to wit August 12, 2021 (*see U.S. Bank, N.A. v Saraceno*, 147 AD3d 1005 [2nd Dept. 2017]; *HSBC Bank USA, N.A. v Simmons*, 125 AD3d 930 [2d Dept 2015]).

Plaintiff also proffered an affidavit from Thomas Hooker ("Hooker"), a manager of Plaintiff, who established familiarity with the record keeping practices of Plaintiff. Further, he sufficiently showed that the records "reflect[ed] a routine, regularly conducted business activity, and that it be needed and relied on in the performance of functions of the business", "that the record[s][were] made pursuant to established procedures for the routine, habitual, systematic making of such a record" and "that the record[s] were made at or about the time of the event being recorded" (*Bank of N.Y. Mellon v Gordon*, supra at 204 [2d Dept 2019]). The records of prior assignors and servicers were also admissible since Hooker averred that those records were received from their makers, incorporated into the records Plaintiff kept and that it routinely relied upon such documents in its business (*see eg U.S. Bank N.A. v Kropp-Somoza*, 191 AD3d 918 [2d Dept 2021]). The documents referenced by Bustabad and Hooker were annexed to their affidavits (*cf. 938 St. Nicholas Ave. Lender LLC v 936-938 Cliffcrest Hous. Dev. Fund Corp.*, 218 AD3d 417 [1<sup>st</sup> Dept 2023]). These affidavits and records, which were submitted to the Referee, substantially supported the findings on the amount due under the note, accrued interest, and other expenses (*see U.S. Bank, N.A. v Saraceno*, 147 AD3d 1005 [2nd Dept. 2017]; *HSBC Bank USA, N.A. v Simmons*, 125 AD3d 930 [2nd Dept. 2015]).

In opposition, the claim that the Referee was required to conduct a hearing with live witnesses is meritless since "absent the existence of a relevant factual dispute a referee is not required to hold a hearing prior to issuing a report in every case" (*Bank of N.Y. Mellon v Tedesco*, 174 AD3d 490, 492 [2d Dept 2019]; *see also Dune Deck Owners Corp. v J.J.&P. Assocs. Corp.*, 85 AD3d 1091 [2d Dept 2011]). In support of this claim, Defendants failed to identify what disputed factual issues required a hearing. In any event, the claim that Defendant lacked an opportunity to submit information to the Referee is of no moment since "[w]here, as here, a defendant had an opportunity to raise questions and submit evidence directly to the Supreme Court, which evidence could be considered by the court in determining whether to confirm the referee's report, the defendant is not prejudiced by any error in failing to hold a hearing" (*Bank of Am., N.A. v Scher*, 205 AD3d 989, 990 [2d Dept 2022]; *see also Bank of N.Y. Mellon v Viola*, 181 AD3d 767 [2d Dept 2020]).

Defendants' argument that "Plaintiff's counsel has admitted in the Time Records that it improperly tampered with documents in this case", is an absurd exercise in grasping at straws. Four of the five entries in the time records cited by Defendants (ie. 12/03/2021, 3/16/2022, 3/23/2022, and 3/24/2022) concerned preparing and editing exhibits to a motion, not Plaintiff's original business records. Redacting records, for example to exclude irrelevant or privileged information, for use in litigation is a commonplace practice which is not, in and of itself, improper. Moreover, the claim that

exhibits allegedly altered were related to the reference is speculation. The claim that the fifth entry (ie. 8/09/2023) demonstrates the edited documents were used in support of this motion is simply incorrect.

Contrary to Plaintiff's claim it is not, at present, entitled to include a "prepayment fee" in the amount due and owing. By its own admission, and the express terms in paragraph 35 of the mortgage, that fee only comes due if the borrower in fact exercises its right of redemption before the sale by "tender[ing]" the entire debt. As such, that sum will be excluded by the Court from the amount due. On the other hand, Defendants' assertion that Plaintiff is not entitled to recover any protective advances it made is without merit.<sup>1</sup> The affidavits and documentation sufficiently supported recovery of those sums.

Regarding attorney's fees, where, as here, recovery of same is provided for in a contract, a plaintiff is entitled to such an award (*see eg People's United Bank v Patio Gardens III, LLC*, 143 AD3d 689, 691 [2d Dept 2016]). "[A]n award of attorneys' fees does not require success at all stages of the litigation, only that 'the claimant must simply be the prevailing party on the central claims advanced, and receive substantial relief in consequence thereof'" (*542 E. 14th St. LLC v. Lee*, 66 AD3d 18 [1st Dept 2009], *citing Board of Mgrs. of 55 Walker St. Condominium v Walker St.*, 6 AD3d 279, 280 [1st Dept 2004]). All that is required is that a claimant was ultimately successful on the "core" issue in the case (*see Duane Reade v 405 Lexington, L.L.C.*, 19 AD3d 179 [1st Dept 2005]).

Nevertheless, a contractual provision permitting an award of attorney's fees does not obligate a court to approve the request (*see eg Citicorp Trust Bank, FSB v Vidaurre*, 155 AD3d 934, 935 [2d Dept 2017]). A court has inherent authority to set legal fees charged for services in an action before it and determination of same is within its sound discretion (*see eg Matter of Thomas B. v. Lydia D.*, 120 AD3d 446 [1st Dept 2014]). "An award of an attorney's fee pursuant to a contractual provision may only be enforced to the extent that the amount is reasonable and warranted for the services actually rendered" (*Citicorp Trust Bank, FSB v Vidaurre*, 155 AD3d 934, 935 [2d Dept 2017]). In assessing a request for legal fees, the Appellate Division, First Department held in *Jordan v Freeman*, 40 AD2d 656 [1st Dept 1972] as follows:

The relevant factors in the determination of the value of legal services are the nature and extent of the services, the actual time spent, the necessity therefor, the nature of the issues involved, the professional standing of counsel, and the results achieved . . . [The] court may consider its own knowledge and experience concerning reasonable and proper fees and in the light of such knowledge and experience, the court may form an independent judgment from the facts and evidence before it as to the nature and extent of the services rendered, make an appraisal of such services, and determine the reasonable value thereof [Internal citations omitted].

In the end "the court must possess sufficient information upon which to make an informed assessment of the reasonable value of the legal services rendered" (*Bankers Fed. Sav. Bank FSB v. Off W. Broadway Developers*, 224 AD2d 376 [1st Dept 1996]; *see also SO/Bluestar, LLC v Canarsie Hotel Corp.*, 33 AD3d 986 [2d Dept 2006]). "The burden of proof was upon the plaintiff to establish the

<sup>1</sup> This claim is decidedly rich considering its source, the Defendants who were previously adjudicated in contempt of this Court's receivership order for misappropriating rents and security deposits that could have defrayed or been used in lieu of those advances (NYSCEF Doc No. 286).

necessity for and the reasonable value of the legal services rendered" (*Centre Great Neck Co. v Penn Encore, Inc.*, 255 AD2d 543 [2d Dept 1998]).

In this case, Plaintiff seeks an award of counsel fees, as of November 30, 2023, of \$597,049.79. Defendant posits that this amount is excessive. Defendants also claim there is no proof that these sums were actually paid and that the issue was required to be put to the Referee for a calculation. These two latter arguments are entirely meritless. A calculation of Plaintiff's claim for attorney's fees by the Referee was not possible as this issue was not part of the reference. It was retained by the Court, as is its custom, given its responsibility to assess the reasonableness of same. The argument that evidence the attorney's fees requested were paid is a prerequisite to recovery is nonsensical and the authority cited by Defendants for that proposition was expressly overruled over fifty years ago (*see Columbia Corrugated Container Corp. v Skyway Container Corp.*, 32 NY2d 818 [1973]).

Turning to reasonableness of the request, the within action has been contested for nearly four years. The litigation has required multiple status conferences, eight motions, contested submissions to the Referee, as well as several hearings to adjudicate a contempt motion filed by the Receiver. Unsurprisingly, the protracted and contentious litigation resulted in the accumulation of significant legal costs. The present situation is an all-too-common occurrence in foreclosure actions. Many litigants fail to consider the principle of diminishing returns when, for a variety of reasons, they persist in years of litigation despite not contesting the existence of the loan document and/or the default. Nevertheless, the Court is not persuaded, based upon a consideration of all the relevant factors, that the full amount requested by Plaintiff is reasonable under the circumstances. Accordingly, Plaintiff is awarded a total of \$515,000.00 as attorney's fees and expenses in this matter.

Accordingly, it is

ORDERED and ADJUDGED that the motion for a judgment of foreclosure and sale and to confirm the referee's report is granted; and it is further

ORDERED that the caption is amended *nunc pro tunc* and shall read as follows:

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

-----X  
25TH STREET MULTIFAMILY LLC,

Plaintiff,

-against-

208-214 E. 25TH ST, LLC, STEVEN CROMAN,  
CRIMINAL COURT OF THE CITY OF NEW  
YORK,

Defendants.

-----X

and it is further

ORDERED that the mortgaged properties described in the complaint and as described in this judgment, or such part thereof as may be sufficient to discharge the mortgage debt, the expense of sale

and the costs of this action as provided in the RPAPL be sold within 180 days of this judgment at a public auction at the New York County Courthouse located at 60 Centre Street, New York, New York under the direction of appointed Referee, Matthew D. Hunter III, Esq., who is appointed Referee for this purpose; and it is further

ORDERED that **PRIOR** to scheduling publication, Plaintiff shall contact the auction part clerk at [sfe-foreclosures@nycourts.gov](mailto:sfe-foreclosures@nycourts.gov) and obtain consent to place the matter on the auction calendar and, thereafter, Plaintiff shall upload the notice of sale to NYSCEF at least 21 days before the sale and serve it on the Referee. IF THE AUCTION IS NOT ON THE CALENDAR, then *the auction will not go forward*; and it is further

ORDERED that after receiving permission from the Auction Part Clerk, the Referee shall give public notice of the time and place of sale in accordance with RPAPL 231(2) in the **Chelsea Clinton News**; and the referee need not conduct the sale unless plaintiff shall provide the referee with proof of publication of the notice of sale, and if the sale is adjourned due to plaintiff's failure to provide such proof, then said adjournment shall not be considered at the referee's request; and it is further

ORDERED that by accepting this appointment the Referee certifies that she/he is in compliance with Part 36 of the Rules of the Chief Judge (22 NYCRR Part 36), including, but not limited to §36.2 (c) ("Disqualifications from appointment"), and §36.2 (d) ("Limitations on appointments based upon compensation"), and, if the Referee is disqualified from receiving an appointment pursuant to the provisions of that Rule, the Referee shall immediately notify the Appointing Judge; and it is further

ORDERED that the Referee is prohibited from receiving any funds without compliance with Part 36 of the Rules of the Chief Administrative Judge; and it is further

ORDERED that the Referee shall conduct the foreclosure sale only if Plaintiff, its successors and/or assignees or its representatives is present at the sale or the Referee has received a written bid and Terms of Sale from Plaintiff, its successors and/or assigns, or its representatives; and it is further

ORDERED that if the Referee cannot conduct the sale within 180 days of the date of this judgment, plaintiff must make a motion to extend the time to sell the subject property explaining the reasons for the delay; and it is further

ORDERED that at the time of sale the Referee may accept a written bid from the Plaintiff or the Plaintiff's attorney, just as though Plaintiff were physically present to submit said bid; and it is further

ORDERED that the Referee shall accept the highest bid offered by a bidder who shall be identified upon the court record, and shall require that the successful bidder immediately execute Terms of Sale for the purchase of the property, and pay to the Referee in cash, certified check or bank check, ten percent (10%) of the sum bid, unless the successful bidder is Plaintiff, in which case no deposit against the purchase process shall be required and it is further

ORDERED that notwithstanding the previous paragraph, the Referee shall have the right to refuse cash payments and require a bank or certified check from the successful bidder and the Referee shall be entitled to qualify bidders and require bidders to show proof of funds before or during the auction; and it is further

ORDERED that in the event the first successful bidder fails to execute the Terms of Sale or fails to immediately pay the ten percent (10%) deposit as required, the property shall be immediately reoffered at auction on the same day; and it is further

ORDERED the Referee shall deposit the down payment and proceeds of sale, as necessary in an FDIC-insured bank where the Referee has an account for that purpose in accordance with CPLR 2609; and it is further

ORDERED that after the balance of the purchase price is paid or credited and the property is sold, the Referee shall execute a deed to the purchaser in accordance with RPAPL 1353 and the terms of sale (which shall be deemed a binding contract); and it is further

ORDERED that in the event a party other than Plaintiff becomes the purchaser at the sale, the closing of title shall be held no later than 30 days after the date of such sale; and it is further

ORDERED that, pursuant to RPAPL 1353(1), if Plaintiff (or its affiliate as defined in paragraph [a] of subdivision one of section six-1 of the banking law) is the purchaser, the property shall be placed back on the market for sale or other occupancy within 180 days of the execution of the deed of sale or within 90 days of construction, renovation, or rehabilitation of the property, provided that such construction, renovation or rehabilitation proceeded diligently to completion, whichever comes first, provided that this court grants an extension upon a showing of good cause; and it is further

ORDERED that the Referee, after receiving the proceeds of the sale, shall pay (from the proceeds) the taxes, assessments, sewer rents, or water rates, which are, or may become, liens on the property in accordance with their priority according to law with such interest or penalties which may have lawfully accrued thereon to the date of payment; and it is further

ORDERED that the Referee shall deposit the balance of the proceeds from the sale in his or her own name as Referee in an FDIC-insured bank where the Referee has an account for that purpose and shall make the following payments in accordance with RPAPL 1354:

1. The Referee's fees for conducting the sale, which are \$1,100.00. Plaintiff shall also compensate the Referee in the sum of \$350 for each adjournment or cancellation made on less than two business days' notice unless the Referee caused the delay.
2. All taxes, assessments and water rates that are liens upon the property and monies necessary to redeem the property from any sales for unpaid taxes, assessments or water rates and any other amounts due in accordance with RPAPL 1354(2). The purchaser shall be responsible for interest and penalties accrued *after* the sale. The Referee shall not be responsible for the payment of penalties or fees pursuant to this appointment. The purchaser shall hold the Referee harmless from any such penalties or fees assessed.
3. The expenses of the sale and the advertising expenses as shown on the bills presented and certified by the Referee to be correct, copies of which shall be annexed to the report of sale.
4. The Referee shall also pay to the Plaintiff or its attorneys the following:

- a. Amount Due from the Referee's Report: \$34,152,382.66<sup>2</sup>, together with interest at the note rate from August 2, 2023, until entry of judgment, together with any advances as provided for in the note and mortgage which Plaintiff had made for taxes, insurance, principal, and interest and any other charges due to prior mortgages or to maintain the property pending consummation of the foreclosure sale, not included in the computation upon presentation of receipts for said expenditures to the Referee, and then with interest from the date of entry of this judgment at the statutory rate until the date the deed is transferred.
  - b. Costs and Disbursements: 1,565.00 (to be filled in by the Clerk) to Plaintiff for costs and disbursements in this action with interest at the statutory judgment rate from the date of entry of this judgment.
  - c. The Court declines to award additional allowance.
  - d. Attorneys' Fees: \$515,000.00.
5. Surplus monies from the sale shall be paid into Court by the Referee within five days after receipt in accordance with RPAPL 1354(4); and it is further

ORDERED that if Plaintiff is the purchaser of the property, or in the event that the rights of the purchasers at the sale and the terms of sale under this judgment shall be assigned to or be acquired by Plaintiff, and a valid assignment is filed with the Referee, the Referee shall not require Plaintiff to pay in cash the entire amount bid at sale, but shall execute and deliver to Plaintiff or its assignee, a deed or deeds of the property sold upon the payment to said Referee of the amounts specified as 1, 2, and 3 above, and the Referee shall allow Plaintiff to pay the amounts specified in 2 and 3 above when it is recording the deed; that the balance of the bid, after deducting the amounts paid by Plaintiff, shall be applied to the amount due to Plaintiff as specified in 4 above; that Plaintiff shall pay any surplus after applying the balance of the bid to the Referee, who shall deposit it in accordance with 5 above; and it is further

ORDERED that all expenses of recording the Referee's deed, including real property transfer taxes, which is not a lien upon the property at the time of sale, shall be paid by the plaintiff from the sale proceeds; and it is further

ORDERED that Plaintiff may seek to recover a deficiency judgment in accordance with RPAPL 1371 if applicable, and it is further

ORDERED that if the property is sold in one parcel in "as is" physical order and condition, subject to any condition that an inspection of the property would disclose; any facts that an accurate survey of the property would show; any covenants, restrictions, declarations, reservations, easements, right of way, and public utility agreements of record, if any; any building and zoning ordinances of the municipality in which the mortgaged property is located and possible violations of same; any rights of tenants or persons in possession of the subject property; prior liens of record, if any, except those liens addressed in RPAPL 1354, any equity of redemption of the United States of America to redeem the property within 120 days from the date of sale, any rights pursuant to CPLR 317, 2003 and 5015 or any

<sup>2</sup> Based upon the holding supra, the pre-payment charge is disallowed (\$34,607,402.77 - \$455,020.11 = \$34,152,382.66).

appeal of the underlying action or additional litigation brought by any defendant or its successor or assignee contesting the validity of this foreclosure; and it is further

ORDERED that the purchaser be let into possession of the property upon production in hand of the Referee's Deed or upon personal service of the Referee's deed in accordance with CPLR 308; and it is further

ORDERED that Defendants in this action and persons claiming through them and any person possessing a junior interest in the property after the Notice of Pendency was filed are barred and foreclosed of all right, claim, lien, title, and interest in the property after the sale of the mortgaged property; and it is further

ORDERED that within 14 days after completing the sale and executing the proper conveyance to the purchaser, the Referee shall file with the clerk a report under oath of the disposition of the proceeds of the sale and upload the report to NYSCEF if it is an e-filed case; and it is further

ORDERED that if the purchaser or purchasers at said sale default upon the bid or terms of sale, the Referee may place the property for resale without prior application to this Court, unless Plaintiff's attorney elects to make such an application, and the deposit of the recalcitrant bidder forfeited and retained by Plaintiff as liquidated damages; and it is further


ORDERED that Plaintiff shall serve a copy of this judgment with notice of entry upon the owner of the equity of redemption, any tenants named in this action, and any other parties entitled to service, including the Referee appointed herein; and it is further

ORDERED that nothing herein shall be deemed to relieve Plaintiff of any obligation imposed by RPAPL 1307 or 1308 to secure and maintain the property until ownership of the property has been transferred and the deed duly recorded; and it is further

ORDERED that when the Referee files a report of sale, she or he shall also file a Foreclosure Action Surplus Monies Form and also upload this document to NYSCEF if an e-filed case; and it is further

ORDERED that, without further order of the Court, the referee shall be entitled to an additional fee of \$950.00 for conducting and attending a closing with a purchaser other than plaintiff, plus, if such a closing is scheduled for the referee's conference room, then the referee shall be entitled to a reasonable fee for use thereof, without further order of the Court; and it is further identified:

A description of the premises is annexed hereto as schedule A.

|                       |   |   |  |   |   |
|-----------------------|---|---|--|---|---|
| 6/12/2024             |   | <div style="border: 2px solid black; border-radius: 15px; padding: 10px; text-align: center;"> <b>FILED</b><br/> <b>Jun 13 2024</b><br/> NEW YORK<br/> COUNTY CLERK'S OFFICE </div> |  | <br>FRANCIS KAHN, III, A.J.S.C.                |   |
| DATE                  |   |   |  | HON. FRANCIS A. KAHN III  |   |
| CHECK ONE:            | <input checked="" type="checkbox"/> CASE DISPOSED<br><input checked="" type="checkbox"/> GRANTED<br><input type="checkbox"/> SETTLE ORDER |   |  | <input type="checkbox"/> NON-FINAL DISPOSITION<br><input type="checkbox"/> GRANTED IN PART<br><input type="checkbox"/> SUBMIT ORDER | <input type="checkbox"/> OTHER J.S.C.<br><input type="checkbox"/> REFERENCE |
| APPLICATION:          |   |   |  | <input checked="" type="checkbox"/> FIDUCIARY APPOINTMENT   |   |
| CHECK IF APPROPRIATE: | <input type="checkbox"/> INCLUDES TRANSFER/REASSIGN   |   |  |   |   |

  
Clerk



## SCHEDULE A

**ALL THAT CERTAIN** plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of East 25th Street, distant 146 feet 4 4/5 inches easterly from the corner formed by the intersection of the easterly side of Third Avenue and the southerly side of East 25th Street;

RUNNING THENCE southerly and parallel with the easterly side of Third Avenue, 98 feet 9 inches to the center line of the block;

THENCE easterly along the center line of the block, 104 feet 8 inches and parallel with East 25th Street;

THENCE northerly and parallel with Third Avenue, 98 feet 9 inches to the southerly side of East 25th Street;

THENCE westerly along the southerly side of East 25th Street, 104 feet 3 inches to the point or place of BEGINNING.

For Information Only: Said premises are known as 208-214 East 25th Street, New York, NY and designated as Block 905 Lots 53, 52, 51 & 50 as shown on the Tax Map of the City of New York, County of New York.

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

-----X

25TH STREET MULTIFAMILY LLC,

Index No. 850189/2021

Plaintiff,

-against-

**BILL OF COSTS**208-214 E. 25TH ST, LLC, STEVEN CROMAN, AND  
CRIMINAL COURT OF THE CITY OF NEW YORK,

Defendants.

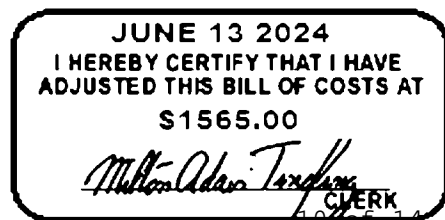
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**Costs**

CPLR 8201(1) (pre-note of issue).....\$200.00  
 CPLR 8201(3) (assessment of damages by Referee).....\$200.00  
 CPLR 8203 (defendant's appeal to the First Department).....\$250.00  
 CPLR 8302(a), (b).....\$150.00  
     First \$200 at 10% -     \$20.00  
     Next \$800 at 5% -     \$40.00  
     Next \$2,000 at 2% -   \$40.00  
     Next \$5,000 at 1% -   \$50.00  
 CPLR 8302(d).....\$ 50.00

**Fees and Disbursements**

Purchase of Index Number CPLR 8018(a).....\$400.00  
 Fee for Notice of Pendency.....\$ 35.00  
 Cost of Service of Process ..... \$1,257.35 155.00  
     (per attached invoices)  
 Motion Fees.....\$225.00  
     - Motion for a Receiver (Motion Seq. 2) - \$45.00  
     - Motion for Summary Judgment/ Order of Reference (Motion Seq. 3) - \$45.00  
     - Order to Show Cause (Motion Seq. 4) - \$45.00  
     - Order to Show Cause (Motion Seq. 5) - \$45.00  
     - Motion for Judgment of Foreclosure and Sale (Motion Seq. 7) - \$45.00  
 Referee's Fee.....\$350.00  
  
 TOTAL.....\$3,117.35 1,565.00



**Attorney's Affirmation**

STEVEN H. NEWMAN, an attorney admitted to practice in the State of New York,  
pursuant to CPLR 2106, affirms the following under penalty of perjury:

1. I am an attorney of record for the plaintiff in the above entitled action. The foregoing disbursements have been made and incurred in this action and are reasonable in amount and are otherwise authorized pursuant to the Civil Practice Law and Rules.

Dated: New York, New York  
May 31, 2024

/s/ Steven H. Newman  
STEVEN H. NEWMAN



Irving Botwinick, Founder  
New York State Professional Process Servers  
Association

Founding Member National Association  
of Professional Process Servers

Associate Member of the following  
State Process Servers Association:  
Arizona, California, Colorado, Florida, Georgia,  
New Jersey, Oregon, Tennessee, Washington



"Serving the Legal Community Since 1977."

Society of Professional Investigators  
Chairman of the Board

Associated Licensed Detectives of  
New York State, Inc.  
National Council of Investigation  
and Security Services  
Society of Professional Investigators  
World Investigators Network Inc.

September 2, 2021

ATTN: ROBERT A. ABRAMS, ESQ.

KATSKY KORINS LLP  
605 THIRD AVENUE  
NEW YORK, NY 10158

INVOICE# HW-14027

| <u>PLAINTIFF</u>                           | <u>DEFENDANT</u>                                 | <u>SERVICE</u>  | <u>CHARGE</u>   |
|--|--|---|-----------------|
| 25 <sup>th</sup> Street<br>Multifamily LLC | 208-214 E.<br>25 <sup>th</sup> St, LLC,<br>Et al | Sum. & Verified<br>Compl. and<br>Supporting Documents<br>Rush Service On<br>208-214 E. 25 <sup>th</sup><br>St. LLC c/o<br>Secretary of State<br>In Albany, NY | \$350.00        |
|  |  | Criminal Court<br>Of the City of<br>New York  | \$250.00        |
|  |  | Fee to Secretary<br>Of State  | \$ 40.00        |
|  |  | Expenditures  | <u>\$ 13.50</u> |
|  |  | TOTAL BILL:   | \$653.30        |

DUE WITHIN 30 DAYS

\*PLEASE SUBMIT INVOICE FOR PROMPT PAYMENT\*

WE ARE PRIVATE INVESTIGATORS LICENSED BY THE NEW YORK STATE DEPARTMENT OF STATE \* LICENSE #11000079635  
18 EAST 41<sup>st</sup> STREET, SUITE 1600 \* NEW YORK, NEW YORK 10017  
(212) 233-3346 \* Fax (212) 349-0338  
e-mail: info@servingbyirving.com \* website: www.servingbyirving.com \* Federal Tax I.D. # 13-3074123

NYSCEF DOC. NO. 420

RECEIVED NYSCEF: 06/13/2024

Irving Botwinick, Founder  
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National Council of Investigation  
and Security Services  
Society of Professional Investigators  
World Investigators Network Inc.

September 20, 2021

ATTN: ROBERT A. ABRAMS, ESQ.

KATSKY KORINS LLP  
605 THIRD AVENUE  
NEW YORK, NY 10158

INVOICE# HW-14068

| <u>PLAINTIFF</u>                           | <u>DEFENDANT</u>                                 | <u>SERVICE</u>   | <u>CHARGE</u> |
|--|--|--|---------------|
| 25 <sup>th</sup> Street<br>Multifamily LLC | 208-214 E.<br>25 <sup>th</sup> St, LLC,<br>Et al | Sum. & Verified<br>Compl. and<br>Supporting Documents<br>Rush Service On<br>Steven Croman  | \$250.00      |
|  |  | Posting of Notice<br>To Tenants of<br>Buildings in<br>Foreclosure (on<br>Colored Paper)<br>At Entrance and<br>Exit of Each of the<br>Four Contiguous<br>Buildings At<br>208-214 E. 25 <sup>th</sup> St<br>In New York City | \$195.00      |
|  |  |  | \$ 50.00      |
|  |  |  | \$ 50.00      |
|  |  |  | \$ 50.00      |
|  |  | Postage For Follow<br>Up Mailing To<br>Steven Croman   | \$ 9.05       |
|  |  | TOTAL BILL:  | \$604.05      |

DUE WITHIN 30 DAYS

\*PLEASE SUBMIT INVOICE FOR PROMPT PAYMENT\*

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(212) 233-3346 \* Fax (212) 349-0338  
e-mail: info@servinghyirving.com \* website: www.servinghyirving.com \* Federal Tax I.D. # 13-3074123

850189/2021

Judgment

