

**1101-43 Ave Acquisition LLC v
Sonder Hospitality USA Inc.**

2025 NY Slip Op 33395(U)

September 10, 2025

Supreme Court, New York County

Docket Number: Index No. 653840/2020

Judge: Andrea Masley

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 48-----X
1101-43 AVE ACQUISITION LLC,

Plaintiff,

- v -

SONDER HOSPITALITY USA INC., SONDER HOLDINGS
INC., SONDER USA, INC., and SONDER CANADA INC.,Defendants.
-----XINDEX NO. 653840/2020MOTION DATE --MOTION SEQ. NO. 007 008**DECISION + ORDER ON
MOTION**

HON. ANDREA MASLEY:

The following e-filed documents, listed by NYSCEF document number (Motion 007) 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 286, 287, 288, 289, 290, 291, 292, 293, 294, 297, 298, 299, 300, 301

were read on this motion to/for

JUDGMENT - SUMMARY

The following e-filed documents, listed by NYSCEF document number (Motion 008) 259, 260, 261, 262, 263, 264, 265, 282, 283, 284, 285, 302

were read on this motion to/for

SUMMARY JUDGMENT (AFTER JOINDER)

After defendants terminated their lease for 100 rooms at the Z Hotel in Long Island City, plaintiff defaulted on the mortgage and surrendered the property to its lender; plaintiff blames defendants' deprivation of rent. Plaintiff seeks lost rent and \$36 million in consequential damages for the loss of the hotel.

In motion 007, defendants Sonder Hospitality USA Inc. (Tenant), Sonder Holdings Inc. (Sonder Holdings), Sonder USA, Inc. (Sonder USA), and Sonder Canada Inc. (Sonder Canada, and collectively with Sonder Holdings and Sonder USA, Guarantors) move pursuant to CPLR 3212 for summary judgment in defendants' favor (i) dismissing the amended complaint (NYSCEF Doc. No. [NYSCEF] 75, Amended

Complaint); and (ii) on their counterclaims against plaintiff 1101-43 Ave Acquisition LLC (Landlord) for breach of contract and conversion.

In motion 008, Landlord moves pursuant to CPLR 3212 for summary judgment (i) on each of Landlord's causes of action in the amended complaint; and (ii) dismissing defendants' counterclaims and affirmative defenses.

The parties entered a lease effective January 30, 2020 (Lease) which required Landlord to deliver a non-disturbance agreement (NDA) signed by Landlord's lender Taconic Capital Advisors L.P. (Lender) within 30 days or on February 29, 2020. (NYSCEF 219, Lease §33.) The Lease provides:

"Landlord shall cause any Mortgagee currently holding a Mortgage, to execute and deliver to Tenant, at Landlord's sole cost and expense in the form of Exhibit G a non-disturbance agreement ('Non-Disturbance Agreement') not to interfere with or disturb Tenant's rights as aforesaid, such Non-Disturbance Agreement to be delivered to Tenant within thirty (30) days following the Effective Date and prior to any new Mortgagee placing a lien on the Premises or any portion of the Premises. ... If Landlord shall fail to provide a Non-Disturbance Agreement from Landlord's existing Mortgagee in a form acceptable to Tenant within thirty (30) days following the Effective Date, Tenant shall have **the right to terminate** this Lease." (*Id.* [emphasis added and omitted].)

On February 5, 2020, Landlord provided Lender with the Lease including the form NDA. (NYSCEF 227, February 5, 2020 email; NYSCEF 223, Sitman¹ Depo Tr at 139:4-11.) Lender disapproved of the Lease terms and on February 19, 2020 sent a notice to Landlord stating that Landlord had breached the Loan Agreement by entering into the Lease without Lender's approval. (NYSCEF 228, Email chain at P003921.) In addition, Lender was also unwilling to sign the NDA in the form attached to the Lease. (*Id.*) Lender requested various changes to both the NDA and the Lease. (*Id.*)

¹ Eric Sitman is a director on the commercial real estate team of Lender. (NYSCEF 223, Sitman Depo Tr at 19:5-7.)

On June 2, 2020, Tenant terminated the lease effective immediately based on Landlord's failure to deliver the NDA by February 29, 2020. (NYSCEF 263, June 2, 2025 Letter.)

Landlord initiated this action on August 14, 2020 alleging against Tenant (1) breach of contract for which Landlord is entitled to liquidated damages; (2) breach of contract for which Landlord is entitled to draw down on a Letter of Credit (LOC); (3) breach of contract for which Landlord is entitled to consequential damages of \$36 million; and (4) for attorneys' fees under the Lease; and against Guarantors (5) breach of contract (NYSCEF 220, Sonder Holdings-Sonder Canada Guaranty; NYSCEF 221, Sonder USA Guaranty); and (6) for attorneys' fees under the guaranties.² (NYSCEF 75, Amended Complaint.)

Defendants answered with 13 affirmative defenses and counterclaims for (1) breach of contract including the implied covenant of good faith and fair dealing by failing to timely deliver the NDA, wrongfully drawing on the LOC, and refusing to return the bond, the LOC, and Prepaid Rent to Tenant following Tenant's lawful termination of the Lease; (2) fraud in the inducement because Landlord told Tenant that Lender consented to the Lease, had possession of the NDA which would be executed by the Lender within 30 days which also violated the representations and warranties of the Lease which states that Landlord is authorized to execute and deliver the Lease; (3) conversion of

² In its memorandum of law, Landlord argues that defendants breached the covenant of good faith and fair dealing by negotiating directly with Lender and unreasonably refusing to execute the NDA. (NYSCEF 294, MOL at 8.) In the complaint, Landlord does not allege breach of good faith and fair dealing. The court confirmed at argument that Landlord was not asserting a cause of action for breach of good faith and fair dealing. (NYSCEF 315, tr 35:3-12.) Further, Landlord fails to raise violation of the covenant of good faith and fair dealing as a defense. (NYSCEF 81, Reply to Counterclaims.)

the LOC;³ (4) declaratory relief that defendants “lawfully terminated the Lease and that the Guaranties are null and void, such that Defendants and Counter Claimants have no remaining obligations thereunder, including payment of rent, beyond those obligations that expressly survive termination of the Lease per its terms”; (5) attorneys’ fees under the Lease. (NYSCEF 80, Answer to Amended Complaint and Counterclaims [Answer].)

Breach of Contract

Both motions turn on whether Tenant was required to give Landlord 30 days’ notice and an opportunity to cure before termination of the Lease which provides:

“21. LANDLORD DEFAULT. In the event Landlord breaches any of the representations or warranties contained in this Lease, or fails to keep, observe or perform any of its obligations contained herein, and such breach is not cured within thirty (30) days after written notice thereof from Tenant (or such longer period as is reasonable to cure said default, if said default cannot reasonably be cured within thirty (30) days, provided that Landlord promptly commences and diligently prosecutes such cure), Tenant shall have all remedies at law or equity, subject to the terms of this Lease, it being understood that in no event shall Landlord be liable for any consequential, special, punitive or exemplary damages, including, without limitation, loss of profits, and that except as expressly provided in this Lease, Tenant shall have no right to withhold, set off or abate Rent or Additional Rent.” (NYSCEF 219, Lease §21.)

“[W]hen parties set down their agreement in a clear, complete document, their writing should ... be enforced according to its terms ‘[I]n the context of real property transactions, where commercial certainty is a paramount concern, and where ... the instrument was negotiated between sophisticated, counseled businesspeople negotiating at arm’s length.” (*Vermont Teddy Bear Co., Inc. v 538 Madison Realty Co.*,

³ Tenant provided: (1) \$206,250 in prepaid rent for the second month of occupancy, pursuant to §6(b) of the Lease; (2) a \$1,650,000 bond, pursuant to §8(a) of the Lease; and (3) a \$412,500 LOC, pursuant to §8(b) of the Lease. (NYSCEF 200, Ana C. Britten aff ¶19.) Britten is the Managing Director and Co-Head of Real Estate – Americas at Sonder Hospitality. (*Id.* ¶1.)

1 NY3d 470, 475 [2004] [citations omitted].) “[A] party asserting nonperformance must afford the defaulting party any contractually-secured opportunity to cure prior to terminating a contract.” (*Sea Tow Services Intern., Inc. v Pontin*, 607 F Supp 2d 378, 388 [ED NY 2009] [internal quotation marks and citation omitted]; see *East Empire Construction Inc. v Borough Constr. Group LLC*, 200 AD3d, 1, 5 [1st Dept 2021].) “To operate as a sufficient notice permitting ultimate divesting of [a leasehold] interest, there must be strict compliance with the terms of the option. Anything else is ineffective.” (*A. DuBois & Son, Inc. v Goldsmith Bros.*, 273 AD 306, 309 [1st Dept 1948] [exercise of option to terminate a lease was ineffective where the lease required 120 days’ notice but only 95 days’ notice was given]; *Chumley’s Bar and Restaurant Corp. v Bedford Court Assocs.*, 174 AD2d 398, 400 [1st Dept 1991] [termination of lease on May 22 was ineffective where notice to cure a rent default given on May 21 but lease required 5 days’ notice].)

Breach of Contract Against Tenant

The court finds that Tenant was required to comply with §21 of the Lease by giving notice to Landlord and 30 days to cure. (NYSCEF 219, Lease §21.) While Tenant had a right to terminate the Lease under §33, a timing provision for notice is not imbedded in §33 as with so many other provisions in the Lease. (See *id.* §2[a] [Tenant’s right to terminate upon 30 days’ notice if Landlord fails to deliver premises within 105 days of effective date]; §2[b] [option to terminate on 180 days’ notice]; §10[a] [right to terminate upon 180 days of notice]; §10[b] [right to terminate upon 60 days’ notice]; §19[f] [right to terminate upon 30 days’ notice]; §22[d] [Landlord has right to terminate with notice]; §30 [if 50% or more of units are not usable or accessible Tenant

may terminate with 30 days' notice]; §31[b] [Tenant's has right to terminate upon condemnation, and Tenant is to give up to 120 days' notice with a date for termination]; §34 [Landlord required to give written notice before termination of Lease].) Nor did the Lease automatically terminate pursuant to §33, as Tenant asserts here. The parties knew how to draft a provision which would automatically terminate the Lease; §33 is not such a provision. (See *id.* §30 [destruction of the building automatically terminates the lease], §39 Memorandum of Lease [memorandum shall automatically terminate].) Having a right to terminate is not the equivalent of an automatic termination. Tenant's description of its right to terminate as "independent and unqualified" does not make it automatic. (NYSCEF 258, Tenant's MOL at 11.) Likewise, §33 does not state that time is of the essence as is stated in other sections of the Lease. (See NYSCEF 219, Lease §§2[a], 6[c].) Such omission is deemed intentional. (See *Quadrant Structured Products Co., Ltd. v Vertin*, 23 NY3d 549, 560 [2014].) Without such a provision, the parties have a reasonable time to give notice unless a contract provision defines a reasonable time; here it is 30 days under §21. (*Ashkenazi v Miller*, 190 AD3d 668, 669 [2d Dept 2021].)

Likewise, failing to exercise a right to terminate is not a waiver. Tenant's repeated reservation of its right to terminate changed nothing; the Lease required 30 days' notice before termination. (NYSCEF 233, Email chain dated February 19, 2020 at P039633; NYSCEF 240, Email chain dated March 23, 2020 at P04078.) Rather, in the absence of an imbedded notice deadline in §33 of the Lease, Tenant was required to comply with the 30 days' notice provision in §21.⁴

⁴ Likewise, §44(a) of the Lease gives Tenant a right to terminate without specifying the timing. (See NYSCEF 219, Lease §44[a].)

The court rejects Tenant's argument that the notice to cure provision in §21 of the Lease did not apply to §33. The court must interpret a contract "so as to give full meaning and effect to the material provisions" and "not render any portion meaningless" and the contract "should be read as a whole, and every part [] interpreted with reference to the whole." (*Beal Sav. Bank v Sommer*, 8 NY3d 318, 324 [2007] [internal quotation marks and citations omitted], *rearg denied* 8 NY3d 993 [2007].) Tenant's reading impermissibly excises §21 from the Lease without reason.

The court rejects Tenant's argument that a cure notice would be futile. Tenant's futility argument presumes that the Lease had automatically terminated on February 29, 2025. However, as discussed above, termination was not automatic. Tenant had a right to terminate which may be exercised after giving Landlord a notice and opportunity to cure. There is no issue of fact as to futility. Indeed, by failing to give Landlord the requisite notice, Tenant robbed Landlord of the opportunity to procure Lender's signed NDA.

In a May 5, 2020 11:27:05 am email, Tenant informed Landlord that it would be terminating the deal (Termination Notice). The Termination Notice states:

"The deal was escalated to the CEO and CFO, who did not approve it. They have concerns that LIC will have a slower recovery. The stabilized rent owed to you of \$69 per room per night doesn't provide us with enough downside protection when taking into account all of the other expenses. I'm sorry it had to end this way. Our in-house counsel will send a formal termination notice later today. Best of luck with the property."⁵ (NYSCEF 253, May 5, 2020 email chain at SNDR000514.)

⁵ In the answer, defendants reference a May 5, 2020 phone call during which Tenant informed Landlord that it would terminate the Lease. (NYSCEF 80, Answer ¶25.) Certainly, a phone call does not comply with §21's writing requirement.

This message does not satisfy the notice provision in §21 which requires a certified mailing of such notice under §26 of the Lease. First, this communication fails to even mention the NDA. Even if the court were to find that Landlord waived the technical deficiencies of this purported notice to cure, Tenant served its termination notice before the expiration of 30 days after the May 5, 2020 “notice.” (NYSCEF 263, June 2, 2020 Termination Notice.) Such a waiver of Tenant’s noncompliance with the 30-day notice requirements e.g. certified mail would be irrelevant.

Finally, the court rejects Tenant’s waiver argument. Landlord’s objection is to a material failure to comply with the Lease, not the method of service. Tenant appears to confuse Landlord’s objection to the service of purported notice to cure; Tenant’s confusion is demonstrated by the cases upon which it relies – both defective service of notice cases. (*Vermont Teddy Bear Co., Inc. v 538 Madison Realty Co.*, 308 AD2d 33, 35 [1st Dept 2003], *revd* 1 NY3d 470 [2004]; *Rower v W. Chamson Corp.*, 210 AD2d 7, 7 [1st Dept 1994].) Landlord’s immediate demand to speak to Tenant’s CEO to discuss the termination notice to which it took exception is not a waiver. (NYSCEF 284, Email chain at SNDR0000143.) Landlord’s filing of this action, clearly objecting to the lack of notice, 72 days after Tenant’s termination notice corroborates Landlord’s objection and is a clear rejection of the termination.

Accordingly, Tenant’s termination of the Lease without 30 days’ notice coupled with its abandonment of the Lease constitutes a breach of the Lease and summary judgment is granted to Landlord on liability for its first, second, and third causes of action.

Breach of Contract Against Landlord

For the same reasons, Landlord did not breach the Lease by failing to deliver the NDA by February 29, 2020. Tenant had the right to terminate beginning on February 29, 2020, but failed to attempt to do so until June 2, 2020. Instead, admittedly, Tenant used its right to terminate as leverage to negotiate new lease terms and the NDA. (NYSCEF 200, Britten aff ¶¶16, 17; NYSCEF 245, March 19, 2020 email at SNDR0000552; NYSCEF 290, May 7, 2020 email at TACONIC1493.) Tenant's repudiation of its contractual duty and intent not to perform under the Lease was clear and unequivocal. (See *Princes Point LLC v Muss Dev. L.L.C.*, 30 NY3d 127, 133 [2017].) Therefore, Tenant's breach excused Landlord's performance and Landlord's failure to provide an executed NDA was not a breach.

Likewise, Landlord did not breach the Lease by drawing on the LOC, refusing to return the surety bond, or failing to return prepaid rent. As discussed above, Landlord has established Tenant's breach of the Lease. Accordingly, Tenant's first and defendants' fourth counterclaims for breach of contract and declaratory judgment are redundant and dismissed.⁶

Conversion

The court dismisses Tenant's third counterclaim for conversion in which Tenant claims that Landlord improperly drew down on defendants' LOC. The elements that Tenant must establish for a conversion claim are: "(1) plaintiff's possessory right or interest in the property and (2) defendant's dominion over the property or interference

⁶ Likewise, Tenant's contractual affirmative defenses are dismissed: second, breach of contract; third, excused from performance; seventh, termination of the lease; and thirteenth, failure of condition precedent.

with it, in derogation of plaintiff's rights.” (*Core Dev. Group LLC v Spaho*, 199 AD3d 447, 448 [1st Dept 2021] [internal quotation marks and citation omitted].) Since Tenant breached the Lease, Landlord had a possessory right in the LOC funds; it was not a wrongful taking of property in derogation of Tenant's rights. (*Cf. Family Health Mgt., LLC v Rohan Developments, LLC*, 207 AD3d 136, 145 [1st Dept 2022].)

Fraud in the Inducement

Tenant's claim for fraud changes nothing. In its second counterclaim, Tenant alleges that Landlord fraudulently induced Tenant into executing the Lease by falsely representing (i) that Landlord's Lender had reviewed and consented to the terms of the Lease, (ii) that Lender was in receipt of the form of NDA that defendants had provided to Landlord, (iii) that the NDA would be signed within 30 days after execution of the Lease, and (iv) as stated in the lease, Landlord represented and warranted that it was authorized to execute the Lease.⁷ (NYSCEF 80, Answer ¶132.) At argument, Tenant explained that it was asserting an omission not a misrepresentation. Tenant cannot change the nature of its claim at oral argument on the motion; Tenant is bound by its pleadings and moving papers. (*U.S. 1 Brookville Real Estate Corp. v Spallone*, 13 Misc 3d 1236[A], 2006 NY Slip Op 52141[U], *4 [Sup Ct, Nassau County 2006].)

“The elements of a claim for fraudulent inducement are a misrepresentation or a material omission of fact which was false and known to be false by defendant, made for the purpose of inducing the other party to rely upon it, justifiable reliance of the other party on the misrepresentation or material omission, and injury.” (*United States Life Ins. Co. in City of New York v Horowitz*, 192 AD3d 613, 614 [1st Dept 2021] [internal quotation marks and citation omitted].)

⁷ The Lease provides that Landlord “has the full power and authority to execute and deliver this Lease, and the execution and delivery by the individual executing the Lease on behalf of Landlord has been duly and validly authorized by all necessary action by Landlord.” (NYSCEF 219, Lease §35[a][ii].)

This counterclaim is dismissed.⁸ The fraud claim is precluded by the merger clause. (NYSCEF 219, Lease §46[d].) Tenant cannot assert reasonable reliance. (*Sioris v 25 W. 43rd St. Co.*, 223 AD2d 475, 475 [1st Dept 1996] [“The general merger clause in the lease precludes plaintiff tenant’s claim that he relied on oral representations by the predecessor landlord” (citation omitted)].) Finally, the counterclaim lacks particularity in violation of CPLR 3016(b). Tenant fails to support this counterclaim with facts such as who made the representations, when, or how. Finally, as to Tenant’s fourth alleged false representation, the counterclaim for fraud in the inducement is additionally precluded by the identical representation and warranty in the Lease. (See *Cronos Group Ltd. v XComIP, LLC*, 156 AD3d 54, 62 [1st Dept 2017].)

Guarantors’ Liability

To establish Guarantor’s liability, Landlord must show: (i) the existence of the guaranty, (ii) the underlying debt, and (iii) the guarantor’s failure to perform under the guaranty. (*City of New York v Clarose Cinema Corp.*, 256 AD2d 69, 71 [1st Dept 1998].) It is undisputed that Guarantors executed the guaranties, and they have failed to compensate Landlord. (NYSCEF 80, Answer at 15.)

Defendants argue that Sonder Canada was relieved of liability because refinancing in June 2020 extinguished its guarantor obligations. The guaranty provides:

“Immediately following the closing of the next equity financing (or series of equity financings) of the New Parent [Sonder Holdings] which is scheduled to occur in 2020, the Old Parent [Sonder Canada] shall be automatically removed from the definition of ‘Guarantor’ under this Guaranty, and any and all obligations and liabilities of the Old Parent under this Guaranty shall expire and terminate concurrently therewith.” (NYSCEF 220, Sonder Holdings-Sonder Canada Guaranty §5.)

⁸ The identical fourth affirmative defense for fraud in the inducement is also dismissed.
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The equity financing occurred in June 2020. (NYSCEF 200, Britten aff ¶11.)

Landlord argues that liability attached to Sonder Canada on June 2, 2025 when Tenant breached the Lease, and before the financing occurred. In light of defendants' failure to state whether the financing occurred before June 2, 2025, the date on which Sonder Canada became liable, defendants' motion, to find that it is relieved of liability, is denied as to Sonder Canada.

Accordingly, Landlord has established Guarantors' liability and the court rejects defendants' argument, based on its presumption of summary judgment in its favor, that the guaranties are null and void.

Consequential Damages

Tenant objects to Landlord's consequential damages claim which Tenant asserts is barred by the Lease. Tenant relies on §46(f) of the Lease which provides: "In no event under this Lease shall either Landlord or Tenant be liable for, and each party hereby waives any claim for, any indirect, consequential or punitive damages, including loss of profits or business opportunity, arising under or in connection with this Lease." (NYSCEF 219, Lease §46[f].)

In support of its claim for consequential damages, Landlord relies on the Lease provision entitled "Tenant Default" which allows Landlord to seek consequential damages against Tenant and provides:

“Except as provided in Sections 20(b) and 20(c) with respect to rental damages^[9] and Sections 37(b)^[10] and 46(f)^[11] with respect to indirect, consequential or punitive damages, nothing herein contained shall be construed as limiting or precluding the recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant. (*Id.* §20[e].)

The §46(f) exception imbedded in §20(e) of the Lease, which would otherwise permit consequential damages against Tenant, modifies that provision. The court rejects Landlord’s law of the case argument. “[T]he law of the case doctrine does not apply when a motion to dismiss is followed by a summary judgment motion.” (*Moses v Savedoff*, 96 AD3d 466, 468 [1st Dept 2012].) Therefore, Tenant’s motion to strike Landlord’s consequential damages claim is granted.

Attorneys’ Fees

Landlord is the prevailing party and thus entitled to attorneys’ fees under the Lease. (NYSCEF 219, Lease §46[c].) Accordingly, Landlord’s fourth cause of action seeking attorneys’ fees under the Lease and sixth cause of action seeking attorneys’ fees under the guaranties is granted on liability. (See NYSCEF 220, Sonder Holdings-

⁹ Section 20(b) provides that upon expiration of the Lease, Landlord may re-enter the premises and dispossess Tenant. (See NYSCEF 219, Lease §20[b].) Section 20(c) addresses the rent Tenant owes upon default until expiration of Lease unless Landlord relets. (See *id.* §20[c].)

¹⁰ Section 37 is entitled “Surrender; Hold Over.” (*Id.* §37.) Paragraph (b) allows Landlord to treat Tenant as a month-to-month tenant if the lease expires or is terminated for which Tenant will not be liable for consequential damages. (See *id.* §37[b].)

¹¹ Section 46 is entitled “Miscellaneous.” (*Id.* §46.) In addition to the language quoted above, §46(f) limits Tenant to specific performance by arbitrator if Landlord unreasonably withholds consent; Tenant is not entitled to any damages under those circumstances. (See *id.* §46[f].)

Sonder Canada Guaranty §3; NYSCEF 221, Sonder USA Guaranty §3.) Tenant's fifth counterclaim for attorneys' fees and costs under the Lease is dismissed.

The court has considered the parties' remaining arguments and finds them unavailing, without merit, or otherwise not requiring an alternate result.

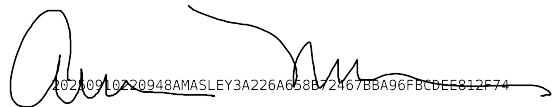
Accordingly, it is

ORDERED that defendants' motion 007 is granted to the extent that plaintiff's consequential damages claim is stricken, but the motion is otherwise denied; and it is further

ORDERED that plaintiff's motion 008 is granted and summary judgment is granted on liability as to breach of contract against Tenant and Guarantors and with regard to liquidated damages and letter of credit and attorneys' fees; and it is further

ORDERED that defendants' counterclaims and second (breach of contract), third (excused from performance), fourth (fraud), seventh (termination of the lease), and thirteenth (failure of condition precedent) affirmative defenses are dismissed; and it is further

ORDERED trial on damages is necessary: trial scheduling conference shall be held on September 12, 2025 at 2:30 pm.



<u>9/10/2025</u>		<u>ANDREA MASLEY, J.S.C.</u>	
DATE			
CHECK ONE:	☐ CASE DISPOSED	☒ NON-FINAL DISPOSITION	
	☐ GRANTED ☐ DENIED	☒ GRANTED IN PART	☐ OTHER
APPLICATION:	☐ SETTLE ORDER	☐ SUBMIT ORDER	
CHECK IF APPROPRIATE:	☐ INCLUDES TRANSFER/REASSIGN	☐ FIDUCIARY APPOINTMENT	☐ REFERENCE