

March 26, 2024

Hon. Robert J. Mega, P.J.Ch.

ANCHOR LOANS, L.P., ANCHOR FUND, LLC, and ANCHOR ASSETS V, LLC,

Plaintiff,

v.

RICHARD SAJOUS, et al.,

Defendant(s).

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
UNION COUNTY  
DOCKET NO. UNN-L-4147-20

**JUDGMENT**

**THIS MATTER** having been opened to the Court by plaintiffs Anchor Loans, L.P., Anchor Fund, LLC, and Anchor Assets V, LLC (collectively “Plaintiffs”), by and through its attorneys, Riker Danzig LLP, by motion for an Order granting Anchor summary judgment on its Second Amended Complaint (the “Motion”), and the Court having granted Plaintiffs’ motion for liability on Counts I, II, III, and IV of the Second Amended Complaint and scheduling a proof hearing on March 8, 2024 to hear the issue of damages; and counsel for defendant Richard Sajous, Richard B. Davis, Esq., appearing; and the Court having considered the evidence and testimony presented, and for good cause shown;

It is on this 26<sup>th</sup> day of March, 2024 **ORDERED** as follows:

1. On Counts III and V of the Complaint, Judgment BE AND IS HEREBY ENTERED in favor of Anchor as against the below listed Judgment Debtors in the below listed Judgment Amounts:

<u>Judgment Debtors</u>	<u>Total Due with Interest, Late Fees, and Costs as of 12/4/23</u>	<u>Loan Number</u>
League Irvington Multi Inv LLC and RL 970 Grove St LLC, jointly and severally	\$338,993.80	***381
League SFR Holding LLC and RL Scotch Plains	\$576,170.64	***398

Holdings LLC, jointly and severally		
NJ UC League Investments LLC and SP 612 Maggie Ave LLC, jointly and severally	\$519,581.91	***406
League Essex Holdings LLC and 60 Hilton A LLC, jointly and severally	\$558,251.44	***424
League Essex Holdings LLC and 303 William Street LLC, jointly and severally	\$321,802.12	***430
League Essex Holdings LLC and 69 Cedar Ave LLC, jointly and severally	\$313,206.28	***432
League Essex Holdings LLC and 61 Richelieu T LLC, jointly and severally	\$338,993.75	***433
NJ Single Units Holdings LLC and 200 North Maple Ave LLC, jointly and severally	\$286,288.79	***438
League Essex Holdings LLC and 85 Crawford St LLC, jointly and severally	\$363,971.20	***441
NJ Single Units Holdings LLC and 111 Richelieu Ter LLC, jointly and severally	\$363,655.02	***444
NJ East Orange Portfolio LLC and 126 N 19th St LLC, jointly and severally	\$363,967.30	***448
League Essex Holdings LLC and 485 Merrill LLC, jointly and severally	\$307,620.87	***449
NJ League Holdings LLC and 200 Joralemon Ave LLC, jointly and severally	\$580,586.42	***451
NJ Single Units Holdings LLC and 53 William St. LLC, jointly and severally	\$272,421.15	***456
NJ Single Units Holdings LLC and 1307 Oakland Ave LLC, jointly and severally	\$472,286.19	***458

League Essex Holdings LLC and 454 4th Ave. LLC, jointly and severally	\$418,200.10	***466
NJ Single Units Holdings LLC and 24-26 Weequahic LLC, jointly and severally	\$368,763.64	***467
NJ League Holdings LLC and 576 Forest Street LLC, jointly and severally	\$395,122.36	***472
League Irvington Holdings LLC and RI 61 Irving LLC, jointly and severally	\$278,823.00	***473
NJ Single Units Holdings LLC and RL 919 Bacheller Ave LLC, jointly and severally	\$417,527.68	***478
NJ East Orange Holdings LLC and 468 Norwood RE NJ LLC, jointly and severally	\$350,173.01	***482
NJ Single Units Holdings LLC and SP 612 Joralemon LLC, jointly and severally	\$502,713.36	***487
<b>TOTAL</b>	<b>\$8,709,120.02</b>	

2. On Counts III and V of the Complaint, Judgment BE AND IS HEREBY ENTERED in favor of Anchor against Richard Sajous as personal guarantor and LPM Construction Group LLC, jointly and severally, in the amount of \$8,709,120.02;

3. On Counts I and II of the Complaint, Judgment BE AND IS HEREBY ENTERED in favor of Anchor as against League Union County Holdings, LLC and Richard Sajous, as personal guarantor, in the amount of \$36,193.13;

4. The stay of this matter as to defendants Alain Sajous, Silvy Payan, and Ralph Lafortune Bankruptcy Petitions (case numbers 24-10683, 24-10708, and 24-10698, respectively) is still in effect so no judgment has been entered against them; and

5. A copy of this Order shall be served by mail to all parties in this matter within seven (7) days of the date herein.

/s/ Robert J. Mega

Hon. Robert J. Mega, P.J.Ch.

ANCHOR LOANS, L.P., ANCHOR FUND,  
LLC, and ANCHOR ASSETS V, LLC,

Plaintiff,

v.

RICHARD SAJOUS, et al.,

Defendant(s).

**DAMAGES TRIAL OPINION**

Argued: March 8, 2024

Decided: March 26, 2024

The following attorneys are Counsel of Record:

Jorge Sanchez, Esq., Michael O'Donnell, Esq., and Kori Pruett, Esq. for Plaintiffs Anchor Loans L.P., Anchor Assets V LLC, and Anchor Fund LLC

Robert B. Davis, Esq. for Defendant Richard Sajous

By: The Honorable Robert J. Mega, P.J.Ch.

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**PARTY CLAIMS AND RELIEF SOUGHT**

The present matter before the Court is Plaintiffs Anchor Loans, L.P., Anchor Fund, LLC, and Anchor Assets V, LLC (collectively "Plaintiffs") request for money damages against Richard Sajous, Alain Sajous, Silvy Payan, Ralph LaFortune, NJ Single Units Holdings, LLC, LPM Construction Group LLC, 605 Court Street E LLC a/k/a 605 Court St E LLC, League Union County Holdings, LLC, RL 970 Grove St LLC, League Irvington Multi Inv, LLC, RL Scotch Plains Holdings LLC, League SFR Holding LLC, SP 612 Maggie Ave, LLC, NJ UC League Investments, LLC, 60 Hilton A, LLC, League Essex Holdings, LLC, 61 Richelieu T LLC, 303

William St a/k/a 303 William Street, 303 William Street LLC, 200 North Maple Ave a/k/a 200 North Maple Ave, LLC, 69 Cedar Ave, LLC, 85 Crawford St LLC, 126 North 19th St, LLC a/k/a 126 North 19th Street, LLC, RL 126 N. 19th St LLC, NJ East Orange Portfolio, LLC, 111 Richelieu Ter LLC, 200 Joralemon, LLC, 53 William St LLC, 485 Merrill LLC, 1307 Oakland Ave LLC, 576 Forest Street LLC, 576 Forest Orange LLC, NJ League Holdings LLC, 454 4th Ave LLC, 61 Irving LLC, League Irvington Holdings, LLC, 468 Norwood St, LLC a/k/a 468 Norwood Street LLC, 468 Norwood RE NJ LLC, NJ East Orange Holdings LLC, A&L Management Properties, LLC, RL 919 Bacheller Ave LLC, SP 612 Joralemon St LLC, and 24-26 Weequahic LLC (collectively “Defendants”). **On February 6, 2024, this Court granted summary judgment for Plaintiffs on liability for their claims of breach of notes, breach of guaranties, fraud, and civil conspiracy against Defendants, leaving the issue of damages to be heard herein.** Plaintiffs have elected to recover money damages under the fraud and civil conspiracy claims for all loans at issue except for the loan pertaining to 605 Court Street, Elizabeth, New Jersey (the “605 Court Street Loan”) where Plaintiffs elect to recover under the breach of notes/guaranties claims. This Court notes that this matter is stayed as to defendants Alain Sajous, Silvy Payan, and Ralph LaFortune as a result of them filing bankruptcy petitions. Accordingly, judgment cannot be entered against them at this time.

### **EVIDENTIARY FINDINGS**

The Court has entered the following items into evidence based upon findings by the Court and/or stipulation from the parties.

**Plaintiff’s Exhibits:**

P-5: Promissory Note for Loan #170467  
P-51: Certificate of Business Purpose for Loan #170467  
P-72: Commercial Mortgage for Loan #170467  
P-124: Loan Policy of Title Insurance Issued by Chicago Title Insurance Company

P-166: Breakdown of 22 Loans Without Legal Fees  
P-167: Breakdown of 22 Loans With Legal Fees  
P-170: Court Street Property Loan Breakdown  
P-174: Court Street Property Loan Breakdown Without Legal Fees & With Settlement

### **Stipulation**

A **stipulation** is when the parties have agreed to certain facts. The Court should treat these facts as undisputed, i.e., the parties agree that these facts are true. As with all evidence, undisputed facts can be accepted or rejected by the Court in reaching a decision. Notably, Defendant Richard Sajous did not offer any objections to evidence being proffered.

## **DIRECT AND CIRCUMSTANTIAL EVIDENCE**

Direct evidence means evidence that directly proves a fact, without an inference, and which in itself, if true, conclusively establishes that fact. On the other hand, circumstantial evidence means evidence that proves a fact from which an inference of the existence of another fact may be drawn. An inference is a deduction of fact that may logically and reasonably be drawn from another fact or group of facts established by the evidence. It is not necessary that facts be proved by direct evidence. They may be proved by circumstantial evidence or by a combination of direct and circumstantial evidence. Both direct and circumstantial evidence are acceptable as a means of proof. Indeed, in many cases, circumstantial evidence may be more certain, satisfying and persuasive than direct evidence. In any event, both circumstantial and direct evidence should be scrutinized and evaluated carefully.

## **CREDIBILITY FINDINGS**

In considering credibility of each witness, the Court considers the following factors:

- the appearance and demeanor of the witness;
- the manner in which he or she may have testified;
- the witness' interest in the outcome of the trial if any;
- his or her means of obtaining knowledge of the facts;
- the witness' power of discernment meaning his or her judgment – understanding;
- his or her ability to reason, observe, recollect and relate;
- the possible bias, if any, in favor of the side for whom the witness testified;
- the extent to which, if at all, each witness is either corroborated or contradicted, supported or discredited by other evidence;
- whether the witness testified with an intent to deceive the Court;
- the reasonableness or unreasonableness of the testimony the witness has given;
- whether the witness made any inconsistent or contradictory statement;
- and any and all other matters in the evidence which serve to support or discredit his or her testimony.

See State v. Allen, 308 N.J. Super. 421, 427-428 (App. Div. 1998).



## **FALSE IN ONE – FALSE IN ALL**

Further, if the Court believes that any witness deliberately lied, on any fact significant to the Court's decision in this case, the Court has the right to reject all of that witness' testimony. However, in the Court's discretion, the Court may believe some of the testimony and not believe other parts of the testimony. This is commonly known as false in one, false in all. See State v. Ernst, 32 N.J. 567 (1960).

### **Credibility Findings**

The following witnesses testified at the trial: Anthony Martinez and Eitan Blanc. Defendant Richard Sajous chose to not call any witnesses, including any defendants in this matter.

#### **ANTHONY MARTINEZ**

##### **Called By Plaintiffs On Case In Chief:**

Anthony Martinez ("Martinez") was called by Plaintiffs to testify. Martinez testified that he is the Vice President of Credit for Anchor Loans, L.P., and is responsible for calculating amounts owed on debts to Plaintiffs.

Martinez testified that Exhibit P-5 shows a promissory note for a mortgage on loan #170467. P-5. Martinez stated that there are twenty-three (23) loans at issue in this matter, and each loan contains a promissory note with the same terms as Exhibit P-5, with the only differences amongst the notes being the loan amount, property address, and borrower. Martinez testified that the interest rates on each promissory note are the same as that of P-5, nine percent (9%). Martinez stated that the interest rates on each promissory note increase from nine percent (9%) to fifteen percent (15%) after an event of default. Martinez adds that a late charge of ten percent (10%) is an additional consequence of an event of default. Martinez testified that an event of default is defined within each promissory note, and includes payment default, maturity default, or transfer of title.

Martinez reviewed Exhibit P-72 and confirmed that it shows a commercial mortgage security agreement for loan #107467, the same loan as shown under Exhibit P-5. P-72. Martinez stated that the terms of P-72 are the same as those of the commercial mortgage agreements for all other loans at issue except for the loan amount, property address, and borrower. Martinez then reviewed Article 2.01(h) of Exhibit P-72 and stated that the provision defines the transfer of the subject property without the mortgagee's consent or lack of title to the subject property as an event

of default. Martinez testified that an event of default on the commercial mortgage triggers an event of default on the loan and promissory note. Martinez stated that these terms apply to all loans at issue. Martinez testified that there was a default under Article 2.01(h) for all loans at issue in this matter.

Martinez next reviewed Exhibit P-51 and testified that it shows a Certificate of Business Purpose form. Martinez testified that the document certifies that the borrower intend to purchase, refinance, construct, or rehabilitate the subject property. Martinez stated that there is a Certificate of Business Purpose for all loans at issue, and failure to comply with the document results in an event of default on the loan documents.

Martinez next testified that his team calculated the amount due on all twenty-three (23) loans, which he reviewed and signed off on as Vice President of Credit for Anchor Loans, L.P. Martinez reviewed Exhibit P-167 and stated that it shows a breakdown of the total amount due on twenty-two (22) of the loans at issue. P-167. Martinez stated that the first column on the document shows the loan number, and the second column shows the unpaid principal balance. Martinez stated that there were no principal payments made on any of the twenty-two (22) loans in the Exhibit. Martinez testified that the next two (2) columns show the interest rate on the Note for each loan and the default rate charged to each loan after their respective defaults. Martinez next stated that the fifth column Exhibit shows the date that the borrower went into payment default, and the sixth column shows the number of days between the date of default and March 22, 2022, the date that Plaintiffs received title insurance payments for the defaults. Martinez testified that the seventh column shows the calculated interest due to March 22, 2022, based on the figures in the third, fourth, and fifth, and sixth columns. Martinez explained that interest was calculated by taking the total interest rate of fifteen percent (15%), multiplying that by the unpaid principal balance, dividing the result by 360 to obtain the daily interest amount due, then multiplying that daily figure by the number of days shown in the sixth column to arrive at the total interest amount due.

Martinez testified that eighteen (18) of the loans defaulted on June 1, 2019 and the other four (4) defaulted on August 1, 2019. Martinez stated that the column regarding late fees contains the ten percent (10%) late charge to each loan. Martinez testified that the "Cost Paid" column includes any additional costs for Plaintiffs to protect their interest in the properties and includes preservation, delinquent taxes, appraisals, and inspections. Martinez stated that these constitute costs actually paid by Plaintiffs. Martinez testified that the "Insurance Paid" column shows

insurance payments Plaintiffs made to ensure that the properties are insured. Martinez stated that because there was still a mortgage secured by the subject properties, Plaintiffs had to pay costs and insurance despite the defendants never having title to the properties. Martinez then testified that the “Legal Fees Paid” column constitutes of the initial foreclosure legal fees paid, which he understands will be addressed in this matter at a later time.

Martinez next testified that the “Debt to 3/22/22” column in P-167 shows the total debt accrued on each property by adding the figures from the previous columns. Martinez stated that the “Interest Bearing Balance 3/22/22” column is the same calculation of the total debt as the “Debt to 3/22/22” column but with any additional insurance payments made by Plaintiffs. Martinez then testified that the next column shows any additional interest that accrued between March 23, 2023 to December 4, 2023, the date that P-167 was prepared. Martinez explained that those interest calculations were calculated in the same manner as the seventh column in the Exhibit. Martinez testified that the second-to-last column calculates late fees incurred from March 23, 2022 to December 4, 2023. Martinez testified that the final column shows the total amount due per loan. Martinez testified that the total due on the twenty-two (22) loans in Exhibit P-167 is \$8,890,341.99 including legal fees.

Martinez next reviewed Exhibit P-166 and testified that it shows the same breakdown in P-167 excluding legal fees for a total amount due of \$8,709,120.02. P-166. Martinez stated that Plaintiff is looking for judgment in the total amount shown under this Exhibit.

Martinez reviewed Exhibit P-170 and stated that it shows a summary of the fees and amounts owed for the 605 Court Street Loan. P-170. Martinez testified that the summary showed the unpaid principal balance on the loan, the note interest due, the default interest due, the late fees charged, extension fees, legal fees, insurance amounts paid on the property by Plaintiffs, the foreclosure registration cost, and an inspection fee. Martinez stated that the Exhibit shows the total debt as of October 8, 2021, which is the date that Plaintiffs reached a settlement with owner of the property. Martinez testified that Plaintiffs received payment from that settlement for around \$270,000.00.

Martinez next reviewed Exhibit P-174 and testified that it shows a similar summary for the 605 Court Street property but excludes legal fees and the settlement amount for a total amount due of \$36,193.13. P-174. Martinez testified that this is the amount Plaintiffs seek to obtain judgment for.

Martinez further testified that Richard Sajous provided the guarantee on all of the loans at issue. Martinez stated that he does not recall whether Plaintiffs attempted to refinance any of the loans. Martinez testified that it is standard practice to take out title insurance on properties serving as collateral on a provided loan. Martinez again reviewed Exhibit P-166 and testified that any properties where Plaintiffs paid for insurance show under the “insurance paid” column and if the dollar value within that column is greater than zero (0), then insurance was paid for on that property.

Martinez additionally testified that none of the loans at issue were satisfied by the borrowers or guarantors. Martinez confirmed that the loans are still outstanding. Martinez next testified that the “insurance paid” column on P-166 and P-167 contains only hazard insurance payments.

With respect to credibility, the Court again recognizes that Martinez is a representative of Plaintiff Anchor Loans, L.P. in this matter and accordingly has an indirect interest in the outcome of this litigation. Notwithstanding, the Court is satisfied that Martinez only testified to facts of which he possessed personal knowledge, and provided the Court with straightforward, cogent, and well-reasoned answers to the questions asked. Moreover, Martinez’s testimony was well-supported by exhibits moved into evidence. Accordingly, the Court finds Martinez’s testimony credible.

**EITAN BLANC**

**Called By Plaintiffs On Case In Chief:**

Eitan Blanc (“Blanc”) was the second witness called by Plaintiffs. Blanc is not a party to this matter but is a representative for Chicago Title Insurance Company (“Chicago Title”), a party to UNN-L-2207-22, a consolidated action. Chicago Title provided insurance payments to Plaintiffs for the loans at issue and is expecting return of those payments. Accordingly, Blanc does not have a direct financial interest in the outcome of this litigation. Blanc testified that he is a representative of Chicago Title and works as the claims counsel that handled Plaintiffs’ insurance claims for the twenty-three (23) loans at issue. Blanc stated that Chicago Title provides insurance policies for loans given by Plaintiffs.

Blanc testified that Chicago Title made payments to Plaintiffs on the condition that Chicago Title is subrogated to the rights of the insured. Blanc reviewed Exhibit P-124 and testified that

condition 12 in the document provides for the subrogation he testified to. Blanc stated that condition 12 is contained within all policies related to the loans at issue.

This Court notes that Blanc is a representative of Chicago Title, and has no direct financial interest in the outcome of this litigation. This Court, however, finds that Blanc’s testimony was short and limited, and he provided straightforward answers to the questions asked. Additionally, Blanc only testified to matters of which he possesses personal knowledge, and such testimony was supported by the Exhibit presented during his direct examination. Therefore, this Court finds Blanc’s testimony credible.

**PROCEDURAL HISTORY AND FACTUAL FINDINGS**

On February 6, 2024, this Court granted summary judgment for Plaintiffs on their breach of notes, breach of guaranties, fraud, and civil conspiracy claims. This Court did not, however, award damages for Plaintiffs and instead found that a proof hearing was necessary for the parties to present evidence and testimony regarding the calculation and validity of damages sought. This Court specifically seeks to evaluate how Plaintiffs calculated the amount due on each loan as follows:

<b>FRAUD/CIVIL CONSPIRACY</b>					
	<b>Loan Number</b>	<b>League Entity Borrower</b>	<b>Principal Amount of Note at Signing</b>	<b>Principal Amount of Note at Default</b>	<b>Outstanding Balance with Interest, Late Fees, &amp; Costs</b>
<b>1</b>	***381	League Irvington Multi Inv LLC	\$180,000.00	\$180,000.00	\$338,993.80
<b>2</b>	***398	League SFR Holding LLC	\$318,750.00	\$318,750.00	\$576,170.64
<b>3</b>	***406	NJ UC League Investments LLC	\$285,000.00	\$285,000.00	\$519,581.91
<b>4</b>	***424	League Essex Holdings LLC	\$307,500.00	\$307,500.00	\$558,251.44
<b>5</b>	***430	League Essex Holdings LLC	\$170,000.00	\$170,000.00	\$321,802.12
<b>6</b>	***432	League Essex Holdings LLC	\$165,000.00	\$165,000.00	\$313,206.28
<b>7</b>	***433	League Essex Holdings LLC	\$180,000.00	\$180,000.00	\$338,993.75
<b>8</b>	***438	NJ Single Units Holdings LLC	\$148,500.00	\$148,500.00	\$286,288.79

9	***441	League Essex Holdings LLC	\$193,500.00	\$193,500.00	\$363,971.20
10	***444	NJ Single Units Holdings LLC	\$193,500.00	\$193,500.00	\$363,655.02
11	***448	NJ East Orange Portfolio, LLC	\$193,500.00	\$193,500.00	\$363,967.30
12	***449	League Essex Holdings LLC	\$161,250.00	\$161,250.00	\$307,620.87
13	***451	NJ League Holdings, LLC	\$319,500.00	\$319,500.00	\$580,586.42
14	***456	NJ Single Units Holdings LLC	\$140,000.00	\$140,000.00	\$272,421.15
15	***458	NJ Single Units Holdings LLC	\$256,500.00	\$256,500.00	\$472,286.19
16	***466	League Essex Holdings LLC	\$225,000.00	\$225,000.00	\$418,200.10
17	***467	NJ Single Units Holdings LLC	\$200,000.00	\$200,000.00	\$368,763.64
18	***472	NJ League Holdings, LLC	\$210,000.00	\$210,000.00	\$395,122.36
19	***473	League Irvington Holdings LLC	\$145,000.00	\$145,000.00	\$278,823.00
20	***478	NJ Single Units Holdings LLC	\$232,500.00	\$232,500.00	\$417,527.68
21	***482	NJ East Orange Holdings, LLC	\$190,000.00	\$190,000.00	\$350,173.01
22	***487	NJ Single Units Holdings LLC	\$281,250.00	\$281,250.00	\$502,713.36
		<b>Subtotal:</b>	<b>\$4,696,250.00</b>	<b>\$4,696,250.00</b>	<b>\$8,709,120.03</b>
<b>ONLY BREACH OF NOTES/GUARANTIES</b>					
23	***276	League Union County Holdings LLC	\$211,500.00	\$211,500.00	\$36,193.13
		<b>Total:</b>	<b>\$4,907,750.00</b>	<b>\$4,907,750.00</b>	<b>\$8,745,313.16</b>

## LAW

Given that liability has already been determined with this Court's grant of summary judgment for Plaintiffs, there are no legal issues to determine herein. The issues presented are solely factual, that is, to determine whether the amount sought as damages by Plaintiffs is accurate.

## ANALYSIS

As noted earlier, this Court already granted Plaintiffs' motion for summary judgment in liability against the defendants in this matter, so the only issue herein is the validity of damages sought by Plaintiffs as a result of the defendants liability for fraud and civil conspiracy. This Court finds that Plaintiffs have sufficiently shown that the amount sought is accurate based on the testimony and evidence provided.

Exhibits P-5 and P-72, the promissory note and mortgage for loan #170467, respectively, show that failure to make payment on said loan constitutes a default. Additionally, Martinez testified that with the exception of the loan amount, property address, and borrower,<sup>1</sup> the terms of the promissory note and mortgage are the same for the other twenty-two (22) loans at issue. Accordingly, all twenty-three (23) loans in this matter are in default. Exhibit P-166 further shows that the amount sought by Plaintiffs is based on accurate calculations based on the total post-default interest rate of fifteen percent (15%), the ten percent (10%) late charge, the costs paid for maintenance of the subject properties, and insurance paid toward the properties, resulting in a total amount due of \$8,709,120.02. Martinez further confirmed that no principal payments were made on any of the loans at issue.

As for the 605 Court Street loan, Martinez's testimony and Exhibit P-174 show that Plaintiffs are entitled to \$36,193.13 as judgment for their breach of notes and guaranties claims. Exhibit P-174 shows the amount due on the loan at issue, including interest, late fees, extension fees, insurance binders, a foreclosure registration fee, and an inspection fee. Additionally, the Exhibit shows that the settlement amount of \$270,000.00 Plaintiffs obtained from the current property owner was deducted from the amount sought. Therefore, this Court finds such relief appropriate to grant.

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<sup>1</sup> This Court notes that the borrower to each loan at issue is an LLC owned by defendant Richard Sajous, and Richard Sajous is a guarantor on every loan as well.

This Court found Blanc’s testimony credible, and he stated that Chicago Title made payments of title insurance to Plaintiffs with the expectation that they would be reimbursed. Additionally, having found that Martinez credible in his testimony, he identified each and every Note amount due at the time of signing, at the time of default, and the outstanding balance due together with interest, late fees, and costs. Accordingly, this Court incorporates by reference those amounts contained in the “Procedural History and Factual Findings” section of this Opinion as if set forth above.

**CONCLUSION**

For the foregoing reasons, judgment is hereby ENTERED as follows:

1. On Counts III and V of the Complaint, Judgment BE AND IS HEREBY ENTERED in favor of Anchor as against the below listed Judgment Debtors in the below listed Judgment Amounts:

<b><u>Judgment Debtors</u></b>	<b><u>Total Due with Interest, Late Fees, and Costs as of 12/4/23</u></b>	<b><u>Loan Number</u></b>
League Irvington Multi Inv LLC and RL 970 Grove St LLC, jointly and severally	\$338,993.80	***381
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<b>TOTAL</b>	<b>\$8,709,120.02</b>	

2. On Counts III and V of the Complaint, Judgment BE AND IS HEREBY ENTERED in favor of Anchor against Richard Sajous as personal guarantor and LPM Construction Group LLC, jointly and severally, in the amount of \$8,709,120.02;

3. On Counts I and II of the Complaint, Judgment BE AND IS HEREBY ENTERED in favor of Anchor as against League Union County Holdings, LLC and Richard Sajous, as personal guarantor, in the amount of \$36,193.13; and

4. The stay of this matter as to defendants Alain Sajous, Silvy Payan, and Ralph Lafortune Bankruptcy Petitions (case numbers 24-10683, 24-10708, and 24-10698, respectively) is still in effect so no judgment has been entered against them.

/s/ Robert J. Mega

Hon. Robert J. Mega, P.J.Ch.