CIVIL COURT OF THE CITY OF NEW YORK COUNTY OF KINGS HOUSING PART ----------x 622A PRESIDENT STREET OWNERS CORP., Petitioner-Landlord, -against Brett Wynkoop and Kathleen Keske 622A President Street Apartment 1 and 2 Brooklyn, New York 11215, Respondent-Tenants, "JOHN DOE" and "JANE DOE" 622A President Street Apartment 1 and 2 Brooklyn, NY 11225, Respondent(s)-Undertenat(s) ----------x	**Index No. LT-081709-18** **Index No. LT-081708-18** **Verified Affidavit in Reply** **to** **Opposition to Motion to** **Renew/Reargue** **&** **In Opposition to Motion to Consolidate** **Oral Argument Requested** **Article 6 Court Demanded**

No Waiver of Jurisdictional Defects

This pre-answer motion motion does not waive jurisdictional defects and Respondents do not consent to the jurisdiction of this court. This submission is only a special appearance to inform the court of fatal failures to obtain jurisdiction by the Alleged Petitioner, Kyle Taylor, Rajeev Subramanyam and their attorney of record Ganfer Shore Leeds and Zauderer LLP therefore the court can not proceed and must adhere to EX PARTE MCCARDLE, 74 U.S. 506 (Wall.) (1868).[1]

This is a special appearance in opposition to any motion or other request for a default judgement only to challenge jurisdiction and to have this matter dismissed.

Controlling Law - Supreme Court of The United States

Ex parte McCardle, 74 U.S. (7 Wall.) 506 (1869)
Without jurisdiction the court cannot proceed at all in any cause. Jurisdiction is power to declare the law, and when it ceases to exist, the only function remaining to the court is that of announcing the fact and dismissing the cause. And this is not less clear upon authority than upon principle.

1 "It is quite clear, therefore, that this court cannot proceed to pronounce judgment in this case, for it has no longer jurisdiction" - **Salmon P. Chase** Chief Justice of the Supreme Court of the United States

State of New York)
) ss.:
County of Kings)

Brett Wynkoop, an attorney under New York CPLR 105(c) hereby affirms under penalty of perjury as follows:

1. I am a named respondent to this case. I have full personal knowledge of all facts set forth within other than what is stated upon information and belief.

2. I submit this affirmation in reply to alleged petitioner's opposition to the cross motion seeking the court follow **Ex parte McCardle, 74 U.S. (7 Wall.) 506 (1869) and dismiss for lack of jurisdiction.**

3. Further submit this affirmation in opposition to alleged petitioner's frivolous request for a judgement of default.

4. Any request or motion from Sodroski on behalf of the Alleged Petitioner is frivolous for lack of jurisdiction, but some requests of his are more frivolous than others.

Sodroski's Papers are Frivolous

5. Upon information and belief either Daniel P. Sodroski is is the most incompetent lawyer ever admitted to the New York Bar, or he is trying once again to mislead the court.

6. That his papers are frivolous and he is attempting to mislead the court is easy to recognize on page 3, paragraph 7 he **bolds and underlines** the need for Respondents to vacate their defaults, yet as he well knows and was told by Judge Finkelstein there is no default judgement in either case, and as any first year law student knows one can not vacate that which does not exist.

7. Make no mistake Sodroski well knows that no default exists and he proves as much in his papers just a few paragraphs before. In Paragraph 3 on page 2 he is asking the court to enter a default judgement!

8. To wax on for several pages and multiple times that Respondents have no standing until they cure a default which does not exist and then in the exact same document to to confirm that a default does not exist by asking it be granted is either the height of stupidity, or **perhaps he thinks the court is not wise enough to understand that a judgement that does not exist can not, and need not be vacated.** Perhaps he believes since he is an attorney he can mislead the court with no fear of negative impact on him or his clients minority shareholders Taylor and Subramanyam.

9. Sodroski has made misleading statements to the court in oral arguments 3 times to date, before Judge Sikowitz, before Judge Harris, and before Judge Finkelstein. On each of those three appearances his sole argument against relief Respondents requested was the need to cure a non-existing default. Judge Finkelstein actually checked the record of both cases and told Sodroski in no uncertain terms there was no default entered, and there was nothing properly before the court.

10. The above makes Sodroski's continued multiple attempts to mislead this court behavior that needs to be sanctioned. Mr. Sodroski is at the start of his career, a small corrective action now could prevent even larger criminal misrepresentations, along with the perversion of the court they produce, in the future. These oral misrepresentations are of course not the only attempts to mislead this court. The entire proceeding is built upon multiple fraudulent filings.

Broad Nonspecific Denial Is Of No Moment

11. Paragraph 10 on page 4 of Sodroski's affirmation is a general broad conclusionary statement with exactly nothing to back it up. This court is reminded that which is sworn under penalty of perjury in an affidavit unless contradicted by evidence or specific testimony must be accepted as true. Sodroski offers nothing but hollow statements devoid of fact, or testimony of anyone with knowledge. He simply says "he disagrees". Sodroski's disagreement does evidence make.

Rebuttal to Point I

(No need to vacate a self expiring order)

12. This is an improper application designed to act as a smoke screen. The order is self expiring on the date of the hearing. The court can inspect the original Order to Show Cause in it's files to determine this to its' own satisfaction. The material under this point in Sodroski's papers is frivolous.

Rebutal to Point II

(The court should not require a substantial bond)

13. As stated above the stay that was granted is self expiring making his arguments frivolous.

14. There is no legal support for a short stay of proceedings to require a bond.

15. The request is improper because it seeks the ultimate relief that would be obtained at trial, if this court finds that the matter should move forward and compels Respondents to answer the unverified petition in the court's files. In as much as verified petitions are required for initiating housing court proceedings it is not possible for the court to make any such order without violating the Respondent's right to due process.

16. If the court determines the matter must be bound over for trial no warrant will issue until trial has completed, and a judgement entered adverse to Respondents, thus no stay would be required, no bond required. :. **QED Frivolous application**.

Point III

(Respondents have not defaulted and have no need to vacate the same)

17. **Yet again Sodroski attempts to mislead the court**. Here he complains that Respondents must vacate a judgement that does not exist, and in the same motion paper he requests the court grant a default judgement.

18. Sodroski alleges that I was told by three housing court judges that I had to vacate the default. While those words may have issued from the mouths of 2 judges we have been before, they were at the prompting of Sodroski who at the start of oral arguments on the motion to dismiss, which is before this court again on this motion to reargue and renew, misrepresented to the judges that I had to vacate a default, one that still does not exist.

19. Clearly Sodroski was responsible for instigating the denial of due process exhibited by both Judge Sikowitz and Judge Harris.

20. He can not have it both ways, and the record is clear. There is nothing to vacate.

21. To make things clear this point by Sodroski is frivolous on it's face as he is asking for a judgement of default in the exact same motion paper!

22. Sodrowski's states on page 8:

> "Instead, Respondents use this OSC as an opportunity to reargue the case on its merits and improperly raise various affirmative defenses and other issues."

shows a shocking lack of understanding for the law and jurisdiction. Respondents motion is a motion to both reargue and renew. To that end the entire of motion 1, Wynkoop and Keske's motion to dismiss is in play. Jurisdiction is proper to raise at any time to any court, and on an initial motion to dismiss it is indeed proper. That many of the jurisdictional defects raised in Respondent's prior papers are also considered by this court as affirmative defenses defeats Sodrowski's allegation that respondents have no Meritorious Defenses as he alleges on the very next page!

23. Again Sodrowski makes contradictory statements in the hope of pulling the wool over the courts eyes.

Point IV

(More Frivolous Default Talk by Sodroski)

24. Here again Sodrowski belabors the need to vacate a non-existing default, and then claims there is no reasonable excuse for not answering and no meritorious defenses. He is trying to imply to the court that Respondents must jump through the vacate hoop before they can move for dismissal on lack of jurisdiction. Nothing could be further from the truth and his quoting the standard for vacating a judgement is nothing more than a smoke screen designed to distract the court from the clear facts that both the law and the facts lie with Respondents.

A) Respondents' CPLR 3022 Rejections were Timely

25. By petitioner's own admission, see EX-1, he received Respondents' CPLR 3022 rejections on the first business day after they were discovered by Respondents.

> CPLR 3022 states:
>
> A defectively verified pleading shall be treated as an unverified pleading. Where a pleading is served without a sufficient verification in a case where the adverse party is entitled to a verified pleading, he may treat it as a nullity, provided he gives notice with due diligence to the attorney of the adverse party that he elects so to do.

The statute makes no statement about any 24 hour time period as Sodrowski implies. Case law to the Court of Appeals teaches us that due diligence is different in different circumstances. Does Mr. Sodrowski really expect the court to believe having a rejection hand delivered to him the next business day has somehow prejudiced his clients Taylor and Subramanyam?

26. The Court of Appeals Says:

> **Richard T. Lepkowski et al.,**
> **Appellants,**
> **v.**
> **State of New York,**
> **Respondent.**
>
> **2003 NY Int. 152**
>
> [W]e consider it advisable to dispel the gathering confusion about whether or under what circumstances CPLR 3022bears on the matter.[5] CPLR 3022 , "when a pleading is required to be verified, the recipient of an unverified or defectively verified pleading may treat it as a nullity provided that the recipient 'with due diligence' returns the [pleading] with notification of the reason(s) for deeming the verification defective" (*Matter of Miller v Board of Assessors*, , 91 NY2d 82, 86 [1997]). We have never specified a uniform time period by which to measure due diligence (*id.* at n 3). A defendant who does not notify the adverse party's attorney with due diligence waives

any objection to an absent or defective verification.
in the same manner as a complaint in an action in the [S]upreme [C]ourt" (emphasis added). "Manner" is commonly understood to mean "[t]he way in which something is done or takes place; method of action; mode of procedure" (Oxford English Dictionary 324 [2d ed 1989]). Because the Legislature has mandated that verification "take[] place" in the Court of Claims following the same "method of action" or "mode of procedure" employed for an action in Supreme Court, there is no basis for treating an unverified or defectively verified claim or notice of intention any differently than an unverified or defectively verified complaint is treated under the CPLR in Supreme Court. Section 11(b) therefore embraces CPLR 3022 's remedy for lapses in verification.

27. If the Court of Appeals does not set a 24 hour deadline for "due dilligence" then neither may Mr. Sodrowski, his non-applicable case law not withstanding. If the court takes a close look at all the case law cited by Sodrowski the court will find that it does not apply to the proper and timely rejection of his defective pleadings.

28. At this point the court should review Mr. Sodrowski's letter attached as EX-01 the court will note that absent anywhere in his legally insufficient rejection of Respondents legally sufficient rejection does he ever claim the document, personally served upon his firm less than 1 business day after discovery by Respondents is untimely.

29. While it is impossible for Respondents to have been untimely in their rejection, the COOP waived that argument for failing to put it forth immediately.

Supreme Court, Westchester County - Cirilo Rodriguez -v- Westchester County Board of Elections Index number 1229/2015 says in part:

The Curious Origins of the 24-hour Deadline

Generally, "where a pleading is served without a sufficient verification in a case where the adverse party is entitled to a verified pleading, he may treat it as a nullity, provided he gives notice with due diligence (emphasis supplied) to the attorney of the adverse party that he elects so to do" (CPLR 3022). While courts frequently mention that due diligence has been found to mean "immediately" or within 24 hours, it is extraordinarily rare that a court actually imposes a 24-hour deadline, and curiously, not one court that has done so cites to the actual origin of the alleged rule.

The Second Department has cited Matter of Ladore v. Mayor & Bd. of Trustees of Vil. of Port Chester, (70 AD2d 603, 604 [2d Dept 1979]) for the proposition that due diligence has been interpreted as " immediately' and within 24 hours" (see Master v. Pohanka 44 AD3d 1050 [2d Dept 2007]). However, in Ledore, the Second Department did not create or adopt a 24-hour deadline, and in fact the time elapsed in rejecting the

pleading was not what the court ruled on. The facts in Ledore were that the respondents were aware of the verification flaw on the return date of the order to show cause in Supreme Court, which was between three and five days after service. The respondents only raised lack of personal service at that appearance. The next day, when it was too late for the petitioner to re-file, respondents attempted to raise the verification issue, which the Second Department found they had waived. It was clearly not the three to five days that were the issue, but rather the clear gamesmanship employed by respondents, in making a motion to dismiss on service, then only raising the verification issue in their Answer, seeking to take advantage of the statute of limitations that expired in the interim.

The entire decision is attached as EX-02

30. As an argument that Respondents could have rejected the unverified complaint by email Sodrowski trots out partial email exchanges had with him ***several months after the rejection*** happened. These emails of course only show that months after the rejection he and I had agreed to communicate via email on specific issues. Had Respondents sent the rejection via email Sodrowski would be here arguing that it was not proper unless directed by a judge under CPLR 308(5).

31. It would seem he hangs his hat on the email service of Respondents Opposition to The First Motion to Consolidate. He fails to mention that we had extensive conversation as part of stipulation to adjourn negotiations and in those talks he agreed to service by email.

32. It is beyond the pale that Sodrowski argues that Respondents' CPLR 3022 rejection was untimely when the rejection was in his hands before service was even perfected under CPLR 308(4). Under CPLR 308(4) invoked by Sodrowski service is not complete until 10 days after filing the affidavit of service, thus even if Sodrowski filed the defective affidavit of service on Friday the 14th of September rejection to him was complete by his own admission on Monday 17 September.

33. Sodrowski's allegation that ample documentation on in the record proves service is an attempt to make up for **lack of quality** with quantity. There are facial defects with various of the affidavits of service. There are falsehoods known to the Respondents stated in the affidavits of service. It is not required that Respondents supply all their evidence and theories as in a summary judgement motion to obtain a traverse hearing. Service has been challenged. A traverse hearing is the proper way to reach findings of fact and conclusions of law with respect to service.

34. With respect to the timing of the CPLR 3022 rejection the court must look to **The Reasonable Man.** The reasonable man gets home on a Friday night late after an end of the week evening out with

his wife to find a stack of legal papers has been deposited near his home. Investigating he finds they are from a person unknown to him, Daniel P. Sodrowski Esquire, who is an attorney at a law firm in Manhattan. First the reasonable man must review the documents to see what they are. When he determines that rejection is the proper course of action he assures that there is guaranteed in hand delivery as soon as possible, the next business day, Monday. Had Respondents taken any other delivery action Sodrowski would no doubt be arguing that he should have been personally served.

35. It is also worth noting that service on the Sabeth is forbidden in New York State. Upon information and belief Ganfer Shore Leeds and Zauderer employees both Christians and Jews making any service on either Saturday or Sunday a problem and not allowed under the law.

36. The COOP was not prejudiced by the timely rejection however Respondents are prejudiced by Sodrowski and Taylor's actions in an attempt to correct their defective pleadings. The proper remedy for the COOP would be to make the corrections and reserve all parties.

37. **Parties were not served with corrected pleadings**, instead Sodrowski submitted EX-Parte a "Certificate of Conformity". This document was submitted to the court some 12 days after the date of alleged service on Respondents, and some 9 days after Sodrowski had the valid CPLR 3022 rejections in his hand. Sodrowski was attempting to lead the court to believe that he corrected one of the two facial defects in the initiating pleadings. Absent serving his corrections on Respondents he did nothing other than commit attorney deceit (Judiciary Law 487). He then used this deceit in an attempt at a warrant of eviction.

38. Attached at EX-03 is ***Washington Mut. Bank v Phillip - 2010 NY Slip Op 52034(U) [29 Misc 3d 1227(A)]*** which is most instructive with respect to the nullity of an improperly notarized verification when attempting to confiscate someone's home, as is the case in the instant matter.

39. Attached at EX-04 is a true copy of the Kings County District Attorney's web page reporting the indictment of a man on multiple counts of filing a false instrument in housing court to start eviction proceedings using false notarizations. The only difference here is that the false notary was a living person. The court is referred to Respondents motion to dismiss.

40. It should be noted that while Sodrowski attached as an exhibit a copy of the court's rule pertaining to a certificate of conformity being attached to affidavits there still has not been served on Respondents, or filed with the court a copy of Taylor's unverified affidavit with the certificate attached. In addition the certificate of conformity in the court's files is attached only to a blueback.

If you have the facts pound the facts,
If you have the law pound the law

if you have neither lie

B.

41. Sodrowski makes claim that defects in the notice of petition and petition have been cured. To date Sodrowski can not show completed service on Respondents of any corrected pleadings. What can be shown is improper ex-parte filing of a lame attempt at correction that does not meet the standards for this court. As discussed above “Certificates of Conformity” were filed with the court attached to nothing and totally ex-parte.

42. Nunc Pro Tunc, an idea that is unconstitutional in this case. The very foundation of due process is notice and opportunity to be heard. While this court could Nunc Pro Tunc the Jurrat of the defective verification to say Toronto, Ontario, Canada it would be of no moment and this proceeding would still be void. It is not possible to in the retroactive make a defective initiating document for a legal case non-defective without running roughshod over the Respondents’ right to notice. A respondent can not take retroactive notice. Absent a **TARDIS**[2] Respondents are prejudiced. Perhaps Dr. Who will come to their rescue.

43. With respect to Sodrowski’s arguments about service being good because Respondents rejected his papers this is yet another wild goose that Daniel P. Sodrowski is releasing in hopes that the court is gullible enough to chase it. The court is experienced enough to know that CPLR 308(4) dictates that certain things happen for service under that statute to be good, proper, and effective. Until there is a traverse hearing where witnesses can be called and questioned under oath the challenge to service remains and Respondents are not obligated to divulge their evidence of defective service in advance of the traverse hearing. To do so would afford Sodrowski the ability to game the system again by passing that information on to witnesses that would be called.

44. To be very clear there are facial defects with the affidavits of service and there are statements on the face of the affidavits of service known to Respondents to be untrue and which Respondents have a right to pursue. Respondents have the right to directly examine the person who made the affidavit of service.

Point V
The Apartment 1 and Apartment 2 Proceedings are not before the court

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2 The **TARDIS**[nb 1][nb 2](/ˈtɑːrdɪs/; "**T**ime **A**nd **R**elative **D**imension **I**n **S**pace"[nb 3]) is a fictional time machine and spacecraft that appears in the British science fiction television series *Doctor Who*and its various spin-offs.

45. In his point 5 Daniel P. Sodrowski asks the court to consolidate that which does not exist. Judge Finkelstein stated on the record there was no case properly before the court under any index number. In as much as this court lacks jurisdiction for all of the reasons outlined in The Pre-answer Motion To Dismiss it is impossible to combine 2 nullities to make a something.

46. Without waiving their objections to jurisdiction in the interest of judicial economy Wynkoop and Keske agree to have both non existent cases dismissed by the judge assigned to the lower index number as is the normal practice for consolidation in the state of New York.

Point VI
Caption Adjustment

47. As stated in all previous documents filed with this court with respect to the instant matters this is a court of no jurisdiction. The jurisdictional challenges are fully briefed in the motion to dismiss which is to be reargued. One of the points presented there is that those claiming to bring the action in the name of the COOP have no authority to do so. Kyle Taylor and Rajeev Subramanyam are minority shareholders with no management responsibility and have no authority to spend money for the COOP without my counter signature (EX-05 Judge Schmidt's order). Taylor and Subramanyam's personal attorneys Ganfer & Shore (GS) came to this court in the person of Daniel P. Sodrowski claiming to operate under the authority of the COOP. They may even point to an order of Judge Rivera from Kings County Supreme Court that confirmed the report of Referee Jamie Lathrop with respect to Mr. and Mrs. Taylor, as well as Subramanyam being elected to the board of directors of the COOP.

48. What I am sure GS will never tell this court is that decision has been under appeal for 3 years, oral arguments are over and we await the wisdom of the Second Department of the Appellate Division.

49. I am sure they will also not inform this court that the reason for the appeal was a violation of Respondents' rights under the 4th 5th and 14th amendment to the United States Constitution and Article 1 of the Constitution of New York.

50. Beyond any appeal or other challenge which would unwind all actions of Taylor and Subramanyam the shareholders removed Taylor, Taylor and Subramanyam from any management of the COOP they may have enjoyed for a short time. Attached at EX-06 are the resolutions.

51. Holding 60% of the stock in the COOP and having voted that Subramanyam, Taylor and Taylor have no management function in the COOP the only way to sustain the instant action is as a derivative claim.

52. As a derivative claim the caption should read:

CIVIL COURT OF THE CITY OF NEW YORK COUNTY OF KINGS HOUSING PART ----------x KYLE TAYLOR and RAJEEV SUBRAMANYAN, shareholders, suing in-the right of 622A PRESIDENT STREET OWNERS CORP, Petitioners, -against— Brett E. Wynkoop, Kathleen Keske and John & Jane Doe, Respondents. -and- 622A PRESIDENT STREET OWNERS CORR, Nominal Respondent.	**Index No. LT-081709-18** **Index No. LT-081708-18** **Attempt to Circumvent the Authority of the Kings County Supreme Court and Obtain Moneys by Fraud Upon The Court**

53. As this court has been informed there is ongoing litigation in Kings County Supreme Court under index number 507156-2013. Parties to the action are Wynkoop, Keske, Taylor, Taylor, Subramanyam, and 622A President Street Owners Corporation. The action is titled Wynkoop & Keske -v- 622A President Street Owners Corporation, Kyle Taylor, Hillary Taylor, and Rajeev Subramanyam.

54. The COOP settled out of the action and signed a settlement agreement to that effect in which there was consideration on both sides. That settlement is attached as EX-07.

55. Taylor and Subramanyam both in Kings County Supreme Court and outside of court ignore the provisions of the settlement which they do not like. To confirm the settlement my wife and I filed a motion for default against 622A President Street Owners Corporation.

56. In response the COOP by it's attorney filed opposition saying the COOP could not be in default because of the settlement.

57. Justice David Schmidt in disposing of the motion declared that 622A was only a nominal party to the action.

58. Share allocation for the building is 55 shares per floor. My wife and I hold 3 floors thereby giving us 3/5s or 60% of the stock at 165 shares.

59. Subramanyam and Taylor are minority shareholders in the COOP each holding 20% of the issued shares. Their apartments are assigned just 55 shares each, making them clearly minority shareholders and unable to have a controlling interest. Sodroski will say he disagrees, but his disagreement is of no moment.

60. In as much as neither Taylor nor Subramanyam have the ability to bring an action in the name of the COOP absent the consent of the majority shareholders should this action survive it must be styled as a derivative action and the standards for properly pleading demand or demand futility would apply.

61. The case description on the right refers to another attempt by Taylor and Subramanyam to be in sole control of the COOP finances in contempt of the order of Justice David Schmidt (EX-05) who put in place a specific set of requirements to assure that neither side in the action in supreme court could use corporate funds or resources against the other and to assure that neither side misused corporate moneys.

62. The same day Taylor was added to the corporate bank account to comply with the court's order he defied the court's order and embezzled all the funds in the COOP bank account at that time. This amounted to $26983.66.(EX-08) To date all efforts to have the money returned to the COOP have been fruitless.

63. Since that day Taylor and Subramanyam have not deposited monies in the proper corporate bank account to which I am a signatory as required by court order.

64. Taylor and Subramanyam may argue that they were made the Board of Directors by court order, and they are right. For a brief time they were indeed the anointed board of directors at the pleasure of Justice Francois Rivera. What Rivera did not do in his order was reverse, modify, lift, stay, or in any way cancel the order of Justice David Schmidt requiring Wynkoop and one of either Taylor or Subramanyam to be signatories to the bank account and for two signatures to be required for dispersement of funds.

65. Upon information and belief they have used monies that would count as their rent to pay for Ganfer Shore Leeds & Zauderer to represent their interests without my approval of that expense.

66. It should be noted that every dispersement of funds on behalf of the COOP without my signature is contempt of court.

67. Upon information and belief beyond contempt of court Kyle Taylor Esquire is guilty of Grand Larceny for running off with COOP funds.

68. Every Judge is a mandated reporter. I make this affirmative request that this court refer the crimes reported to this court, filing false instruments, attorney deceit, and grand larceny to the Kings County District Attorney for prosecution and to the First Department Disciplinary Committee for action against the malfeasant attorneys Sodrowski and Taylor under the rules of professional conduct.

Cliff Note History of the Full Situation

69. In the name of justice neither housing court case can be viewed as presented by Taylor and Subramanyam limited in scope such as to hide critical issues from the court.

A) Wynkoop and Keske bought 3 of 5 habitable floors at 622A President Street in Feb. 1995.

B) Wynkoop was appointed treasurer by all shareholders at that time.

C) Wynkoop was appointed building manager by all shareholders at that time.

D) Keske was appointed Vice President by all shareholders at that time.

E) Cordial and cooperative relations were maintained with all shareholders.

F) Subramanyam purchased into the COOP January 2006

G) Subramanyam immediately became a problem falling behind in rent

H) Subramanyam refused to properly sort his recycling

I) Taylor purchased into the COOP in September 2010.
Subramanyam declined to interview him.

J) Fall 2011 I was tending to the needs of my terminally ill mother with no time for nonsense

K) Fall 2011 I chastised both Taylor and Subramanyam for their shortcomings as partners

i. Subramanyam was constantly behind in his rent.

ii. Taylor had signed a repair contract without consultation with either me or my wife

- The workmanship proved to be bad and the work had to be done again.

L) Taylor and Subramanyam responded by filing an action in Kings County Supreme Court to cancel our shares and evict us. In the filing they claimed conversion of the cellar by my wife and me. To support this claim Taylor submitted an unsigned document that he claimed matched the lease he signed. The page that provided control of the Cellar of the building to Apartment 1 was removed.

M) When in November of 2013 that action was dismissed my wife and I filed 507156-2013 in Kings County Supreme Court to quiet the rights challenged by Taylor and Subramanyam.

N) Taylor and Subramanyam brought derivative cross claims against us.

O) Taylor and Subramanyam have a long history of gamesmanship in that action, including obtaining orders preventing the clearing of snow from the sidewalks and stoops to make our life more tortured after they moved out of the building.

P) Interlocutory appeals were argued to AD2 in October 2018 that decision could have impact.

Q) Kings County Supreme Court has just denied several motions to obtain our shares as punishment for alleged abuse of process.

R) Clearly it is the minority shareholders who abuse the process. They are trying to get here what then can not in Supreme Court.

Motion to Reargue Summary

70. In his opposition Sodrowski spilled much ink on why a stay is improper and why a high bond is needed, all of which is a smoke screen to distract from the real issues. The stay requested was only until this motion is heard. His arguments with respect to stays and bonds are therefore moot.

71. Even if the bond question were not moot my wife and I have deposited (EX-9) our correct rent in compliance with the order of the Supreme Court, so the COOP has it's money and as the order says it can be dispersed with two signatures. The COOP needs no protection should this action continue in it's zombie waddle down the path of due process violations and abuse of civil rights that has so far been "normal" in housing court.

72. The motion to dismiss which is to be reargued details multiple fatal jurisdictional issues with the instant action. Sodrowski only opposed the CPLR 3022 argument which means he has no opposition to any of the other jurisdictional defects that are laid before this court.

73. Sodrowski's argument that our CPLR 3022 rejection was untimely does not pass the ***Reasonable Man Sniff Test.*** While there are isolated cases of courts holding 24 hours as the standard for a CPLR 3022 rejection as we see from the court of appeals those cases are outliers and the circumstances in those cases can be distinguished from the instant action.

74. Sodrowski's argument that he "cured" the defect in his pleading with a late filed certificate of conformance is actually criminal. To cure his defect he was required to serve the cured papers upon Respondents. This is something he never did. Any claim that he cured his defect is a lie and subjects Sodrowski to harsh penalties under the CPL and CPLR.

75. Upon information and belief Sodrowski hoped by ignoring the largest hurdle to jurisdiction that this court would follow his lead, but it can not unless the court wishes to declare that it will not follow the law or higher courts. This largest hurdle to this court having jurisdiction is the Order of Justice

David Schmidt describing how rents are to be collected and how coop monies are to be dispersed. It is an order that Taylor and Subramanyam are in contempt of.

76. Sodrowski made no opposition to the motion to renew & reargue and it should therefore be granted. Even with argument against the motion to renew & reargue it would be improvident for this court to continue to deny Respondents their Civil Rights of Due Process.

Jurisdictional Defects Briefed in Motion to Dimsiss

A) Invalid Verification & CPLR 3022 Timely Rejections
   - Fails on notary
   - Fails on wording

B) No dispute before the court. Respondents have complied with Supreme Court Rent Order

C) Service of initiating documents did not properly comport with cplr 308(4)

D) No non-defective affidavit of service has been filed.

E) Taylor and Subramanyam lack authority to bring action on behalf of the COOP

F) Unverified Petition contains multiple frauds upon the court.
   - Taylor has no authority
   - Taylor claims in the petition and to the NYC HPD that he lives in the building
   - Taylor's real residence is in Ontario, Canada.

G) Ex-parte Communications & Filings with the Court
   - Letter from Sodrowski to the court not served on Respondents (new evidence)
   - Marshal Warrant requests not served on Respondents (new evidence)
   - Subramanyam affidavit not served on Respondents
   - Sodrowski's request for final judgement not served on Respondents
   - So called cure for defective verification filed as independent document, never served.

H) Court of No Record
   - Audio from 30 October 2018 missing from Harris hearing (new evidence)
   - Harris said on 30 October original petitions were missing from court record (new evidence
   - Court took apart and discarded parts of first motion to vacate submitted by OSC (new evidence)
   - Article 6 of the New York Constitution guarantees a court of record. As soon as the record disappeared this became a court of no record and the proceeding void.

I) The COOP has no valid certificate of occupancy. This is fatal to housing court actions.

J) Apartment 1 is illegal as stated by the landlord in 507156-2013

K) The COOP breached lease by leasing an illegal space

- COOP can not collect rent while in breach

L) False instruments were filed with HPD. No jurisdiction can be had via fraud.

M) COOP has constructively evicted Respondents due to lack of repairs.

N) Ganfer Shore Leeds and Zauderer can not represent the COOP due to conflict of interest.

O) Judge Sikowitz denied Respondents the right to be heard on their own motion.

- This is a due process violation and strips the court of jurisdiction. (new evidence)

P) Judge Harris denied Respondents the right to be heard when he forbid objections.

- It is well settled that objections are how one preserves rights to appeal. (new evidence)

77. As we can see by the summary of all jurisdictional issues presented in the motion to dismiss the court has more than a bakers dozen reasons that the court lacks jurisdiction and must follow

> **Ex parte McCardle, 74 U.S. (7 Wall.) 506 (1869)**
> ***Without jurisdiction the court cannot proceed at all in any cause. Jurisdiction is power to declare the law, and when it ceases to exist, the only function remaining to the court is that of announcing the fact and dismissing the cause. And this is not less clear upon authority than upon principle.***

78. All of these issues are more fully briefed in the motion to dismiss, and prior papers filed with this court, which are included here by reference. None of the above has been challenged or disputed by the COOP except the CPLR 3022 challenge to jurisdiction. That means they are now all settled facts and the court need only issue an order dismissing the instant action on any or all of the jurisdictional grounds listed above.

79. It is well settled law that once a challenge to jurisdiction is raised it is the burden of the petitioner to prove jurisdiction Sodrowski has failed to respond to all the jurisdictional challenges therefore jurisdiction is not proved or established. The Supreme Court is of course Controlling and out of jurisdiction cases provide guidance. CPLR 4511 teaches us that the court must also look to the law of the other states in the union.

> "**There is no discretion to ignore lack of jurisdiction**." Joyce v. U.S. 474 2D 215.
>
> "**Once challenged, jurisdiction cannot be assumed, it must be proved to exist.**" Stuck v. Medical Examiners 94 Ca 2d 751. 211 P2d 389.
>
> "**The law provides that once State and Federal Jurisdiction has been challenged, it**

must be proven." Main v. Thiboutot, 100 S. Ct. 2502 (1980)

80. In as much as there is an order of Kings County Supreme Court with respect to the handling of the rents this court can never obtain jurisdiction in rent disputes.

If, however, a court lacks subject matter jurisdiction, the parties may not confer it on the court (see, Graham v. New York City Hous. Auth., 224 A.D.2d 248, 637 N.Y.S.2d 701; Strina v. Troiano, 119 A.D.2d 566, 500 N.Y.S.2d 736) and it may not be created by laches or estoppel (see, Matter of Anthony J., 143 A.D.2d 668, 532 N.Y.S.2d 924; Nuernberger v. State of New York, 41 N.Y.2d 111, 390 N.Y.S.2d 904, 359 N.E.2d 412, supra). More importantly in the case before us, we recognize that when a court lacks subject matter jurisdiction it may not acquire it by waiver (see, Matter of Rougeron, 17 N.Y.2d 264, 271, 270 N.Y.S.2d 578, 217 N.E.2d 639, cert. denied 385 U.S. 899, 87 S.Ct. 204, 17 L.Ed.2d 131). "A judgment or order issued without subject matter jurisdiction is void, and that defect may be raised at any time and may not be waived" (Editorial Photocolor Archives v. Granger Collection, 61 N.Y.2d 517, 523, 474 N.Y.S.2d 964, 463 N.E.2d 365).

Supreme Court, Appellate Division, Second Department, New York.

Jeanne H. MORRISON, Appellant, v. BUDGET RENT A CAR SYSTEMS, INC., et al., Respondents. Decided: April 28, 1997

Relief Requested

81. Respondents are fighting the Marshal Warrant Request blind, it having never been served, yet jurisdiction trumps all.

82. Respondents Seek

A) Vacating the Void Orders that denied the motion to dismiss and denied due process

B) Denial of the Marshals Warrant

C) Dismissal of the instant action(s) with prejudice for lack of jurisdiction

- Given that the instant action(s) are brought by minority shareholders to harass Keske, Wynkoop, and Richmond and attempt to obtain that which Kings County Supreme Court has for 6 years denied them, dismissal with prejudice is warranted. They are attempting to "game the system".

D) Sanctions for Sodroski's frivolous arguments that Respondents had to beg to have a non-existent judgement of default vacated, while in the same motion paper asking the Court for a judgement of default. This is the very definition of frivolous and misleading.

E) Costs and fees to include Wynkoop's time in doing legal work, research, preparation and time lost from work to appear in court.

- Respondents request costs for 140 hours at Wynkoop's retail billing rate of $120/hour or at the billing rate of Daniel P. Sodrowski, whichever is higher.

83. Should through some magic hand waving the court deem the instant matter(s) should proceed in violation of Respondents Civil Rights under the Constitution of the United States of America and the State of New York then the respondents seek a striking of all papers not served on them by the COOP, an order that the COOP serve a properly verified petition, and of course granting the statutory time for Respondents to make an answer from date of service of corrected papers.

Brett Wynkoop

Brett Wynkoop
622A President Street
Brooklyn, NY 11215
917-642-6924
wynkoop@wynn.com

Subscribed and sworn to
before me this 10th day of
December 20 18

KAMAL P SONI
Notary Public. State of New York
No 01SO6089949
Qualified in Kings County
Commission Expires March 31. 2019

AFFIDAVIT OF VERIFICATION

STATE OF NEW YORK:
:ss.
COUNTY OF KINGS:

Brett Wynkoop being duly sworn deposes and says that he is the Respondent in this proceeding; that he has written the annexed Affidavit and knows the contents thereof; that the same is true to the knowledge of deponent except as to the matters therein stated to be alleged upon information and belief, and as to those matters he believes them to be true.

Brett Wynkoop

Brett Wynkoop
622A President Street
Brooklyn, NY 11215
917-642-6924
wynkoop@wynn.com

Subscribed and sworn to
before me this 10th day of
December 2018

KAMAL P SONI
Notary Public. State of New York
No 01SO6089949
Qualified in Kings County
Commission Expires March 31. 2019

Exhibit 1

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS HOUSING PART

----------x

622A PRESIDENT STREET OWNERS CORP.,
Petitioner-Landlord,

Index No. 081709

AFFIDAVIT OF SERVICE

-against

BRETT WYNKOOP and KATHLEEN KESKE
622A President Street
Apartment 2
Brooklyn, New York 11215,
Respondent-Tenants,

"JOHN DOE" and "JANE DOE"
622A President Street
Apartment 2
Brooklyn, NY 11225,
Respondent(s)-Undertenat(s)

----------x

AFFIDAVIT OF SERVICE

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

I, Lidya Maria Radin, being duly sworn to God says that I am not a party to this action, I am of full age and I can be reached at:

Lidya Radin
% Joe Friendly
203 West 107th Street, #8A
New York, New York 10025
(516) 445 4390

That on 9/17/2018 at approximately 12:00 PM, I served the within **AFFIDAVIT REJECTION OF PETITION, REJECTED NOTICE OF PETITION** and **REJECTED PETITION** by personally delivering to and leaving with a man who refused to give me his name but who told me to "leave it on the desk" for Ganfer Shore Leeds & Zauderer. He looked like Ira Brad Matesky form the Ganfer Shore Leeds & Zauderer website photos.

Age: 60+/- yrs **Height:** 6' **Weight:** 240 lbs
Gender: Male **Other:Tall, overweight, bald, glasses, white male in business suit.**
At : Ganfer Shore Leeds & Zauderer
360 Lexington Avenue - 13th Floor (Reception)
New York, New York 10017

Dated: Brooklyn, NY September 17, 2018

By: Lidya Radin
Lidya Radin
(516) 445-4390

9/17/18

TIFFANY DUBOC
Notary Public, State of New York
No. 01DU6202664
Qualified in Kings County
Commission Expires Nov. 12, 2021

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS HOUSING PART

----------x

622A PRESIDENT STREET OWNERS CORP.,
Petitioner-Landlord,

Index No. 08170_8

AFFIDAVIT OF SERVICE

-against

BRETT WYNKOOP and KATHLEEN KESKE
622A President Street
Apartment 2
Brooklyn, New York 11215,
Respondent-Tenants,

"JOHN DOE" and "JANE DOE"
622A President Street
Apartment 2
Brooklyn, NY 11225,
Respondent(s)-Undertenat(s)

----------x

AFFIDAVIT OF SERVICE

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

I, Lidya Maria Radin, being duly sworn to God says that I am not a party to this action, I am of full age and I can be reached at:

Lidya Radin
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203 West 107th Street, #8A
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Age: 60+/- yrs **Height:** 6' **Weight:** 240 lbs
Gender: Male **Other:Tall, overweight, bald, glasses, white male in business suit.**
At : Ganfer Shore Leeds & Zauderer
360 Lexington Avenue - 13th Floor (Reception)
New York, New York 10017

Dated: Brooklyn, NY September 17, 2018

By: Lidya Radin
Lidya Radin
(516) 445-4390

9/17/18

TIFFANY DUB[illegible]
Notary Public, State of N[illegible]
No. 01DU62[illegible]
Qualified in Kings County
Commission Expires Nov. 12, 20[illegible]

Kathleen Keske
622A President Street
Brooklyn, NY 11215
917-676-6198

Daniel P. Sodroski
Ganfer Shore Leeds & Zauderer LLP
360 Lexington Avenue
New York, NY 10017

16 September 2018

Mr. Sodroski,

The petitions in Civil Court of the City of New York, County of Kings, Housing Part under index numbers 081708 and 081709 are rejected for failure to be verified. CPLR 3020 is very clear on the wording required for verification.

> CPLR § 3020 states that a verification must contain the words:
>
> > "the pleading is true to the knowledge of the deponent, except as to matters alleged on information and belief, and that as to those matters he believes it to be true"

The verification of the petition contains the following words:

> "The Petition is true to the best of my own knowledge, except as to the matters therein alleged to be on information and belief, and as to those matters, I believe them to be true."

"is true, except" is not the same as "is true to the best of my own knowledge, except".

The difference between the two is subtle but dispositive as one swears something is true under penalty of perjury (subject to the jail time and loss of license). The other does not.

CPLR 3020 limits the common law right to have a complainant risk jail in order to start a complaint to a right that must be asserted within a short period of time after the service of the complaint. I am asserting my right within that short period of time.

The complaint was taped to the exterior door of 622a President on Friday, September 14, 2018, and no papers have been served personally.

Service is complete 10 days after filing proof of other than personal service with the court.
As such, this rejection on Monday, September 17, 2018, being within 48 hours of being informed (Saturdays and Sundays not counting for the purpose of timely), is timely.

Kathleen Keske

CIVIL COURT OF THE CITY OF NEW YORK COUNTY OF KINGS HOUSING PART ----------x 622A PRESIDENT STREET OWNERS CORP., Petitioner-Landlord, -against BRETT WYNKOOP and KATHLEEN KESKE 622A President Street Apartment 2 Brooklyn, New York 11215, Respondent-Tenants, "JOHN DOE" and "JANE DOE" 622A President Street Apartment 2 Brooklyn, NY 11225, Respondent(s)-Undertenat(s) ----------x	**Index No. 081708** **AFFIDAVIT REJECTING PETITION ALLEGED TO BE ON BEHALF OF 622A PRESIDENT STREET OWNERS CORPORATION**

AFFIDAVIT REJECTION OF PETITION

STATE OF NEW YORK)
) ss.
COUNTY OF KINGS)

Brett Wynkoop ("Affiant","Wynkoop"), being duly sworn UNDER PENALTY OF PERJURY, deposes and says:

1. Petition for New York City Civil Court against Brett Wynkoop, Kathleen Keske, Jane and John Doe, index number 081708 regarding 622A President Street, Apartment 1, Brooklyn, NY, is hereby rejected for failure to comply with the un-waived common law right of any Defendant to have a Plaintiff swear to substantive facts under penalty of perjury as codified by CPLR 3020 pursuant to CPLR 3022.

2. New York Licensed attorney (Registration # 4662490), for now, petitioner signatory, Kyle Taylor, formerly of Quinn Emmanuel (https://www.quinnemanuel.com) and currently decamped somewhat, but not totally, outside the long arm of New York Law, at **AFFLECK GREENE MCMURTRY LLP** of Toronto, Canada (https://www.agmlawyers.com), may have forgotten how to read and follow the CPLR.

3. CPLR § 3020 states that a verification must contain the words:

> "the pleading is true to the knowledge of the deponent, except as to matters alleged on information and belief, and that as to those matters he believes it to be true"

4. The relevant part of the statute:

> CPLR § 3020. Verification. (a) Generally. - A verification is a statement under oath that the pleading is true to the knowledge of the deponent, except as to matters alleged on information and belief, and that as to those matters he believes it to be true.

5. The verification of the petition contains the following words:

> "The Petition is true to the best of my own knowledge, except as to the matters therein alleged to be on information and belief, and as to those matters, I believe them to be true."

6. "is true, except" is not the same as "is true to the best of my own knowledge, except".

7. The difference between the two is subtle but dispositive as one swears something is true under penalty of perjury (subject to the jail time and loss of license). The other does not.

8. Upon information and belief, one can only imagine that the signatory to the petition, Kyle Taylor, was trained in such subtlety at the University of Michigan, Cornell Law School (where Kyle Taylor claims he was managing editor of the Cornell Law Review), Quinn Emmanuel or Affleck Greene.

9. At the common law, which is controlling on New York Courts as per CPLR 4511, one has a right to have a complainant swear that something substantive was true. Absent that, rulings could be unwound decades later if the complainant failed to have done so at the beginning.

10. New York law sometimes does away with the common law (no common law marriages since at least 1933).

11. New York Law sometimes modifies or replaces the common law (Article 78 proceedings replacing, seemingly, some writs).

12. CPLR 3020 limits the common law right to have a complainant risk jail to start a complaint to a right that can be asserted only within a short period after the service of the complaint, as is done here.

13. The complaint was taped to the exterior door of 622a President on Friday, September 14, 2018, and no papers have been served personally.

14. Service is complete 10 days after filing proof of other than personal service with the court.

15. As such, this rejection on Monday, September 17, 2018, being within 48 hours of being informed (Saturdays and Sundays not counting for the purpose of timely), is timely.

16. Daphne H. Hooper is not on the roll of commissioned notaries in the state of New York.

17. Upon information and belief, Kyle Taylor's retained counsel, Daniel P. Sodrowski of Ganfer Shore (http://ganfershore.com), cannot possibly have been informed by Kyle Taylor that any right of Kyle Taylor to act on behalf of the Petitioner was removed pursuant to a shareholder resolutions dated November 4, 2015, April 26, 2016 and August 16, 2018. The 2018 resolution mailed on August 17, 2018 to G&S and served on the corporation on behalf of majority shareholders, Wynkoop and Keske on August 25, 2018. Otherwise, it would

be a material misrepresentation to the court subjecting Daniel P. Sodrowski, and his employer, Ganfer Shore, to Judiciary Law 487 sanctions and damages.

18. The signatory, Kyle Taylor and his retained counsel, Daniel P. Sodrowski, and his employer, Ganfer Shore, should note that this common law affidavit of rejection need not be filed with the court.

19. The signatory, Kyle Taylor and his retained counsel Daniel P. Sodrowski, and his employer, Ganfer Shore, should note that upon receiving a common law rejection of the Petition, Petitioner cannot ethically or legally attempt to proceed in the case until such time as Kyle Taylor and his retained counsel, Daniel P. Sodrowski, and his employer, Ganfer Shore, make, and are successful in, a motion to compel acceptance of the faultily verified petition.

20. Any action other than correcting the improper verification and reserving or making a motion to compel acceptance of the verified petition may subject Kyle Taylor and his retained counsel, Daniel P. Sodrowski, and his employer, Ganfer Shore, to sanctions and treble damages under Judiciary Law 487.

21. The signatory to the Petition, Kyle Taylor, should note, the Affiant is aware of the filing of a false instrument by Kyle Taylor in Kings Supreme case 6548/2012 wherein Kyle Taylor submitted an unsigned 40 page lease while misrepresenting to the court, by omission, that the 41 page lease he signed was essentially the same when it directly controverted his purported claims in the case. That was a flat out lie by an attorney subjecting him to Judiciary Law 487.

22. As Kyle Taylor has submitted false documents in a case in a higher court involving the same issues being presented to this court by not addressing or including missing pages of his signed lease agreement, Kyle Taylor is advised that there are 3 pages to this Affidavit which is attached to a copy of the Notice of Petition and Petition, which were substantially mangled by way of process server's overly rambunctious use of tape to hold the Notice and Petition to the front door of 622a President Street.

Dated: Brooklyn, NY - September 17, 2018
STATE OF NEW YORK
COUNTY OF KINGS
Sworn to and subscribed before me this
17th day of September, 2018, by Brett Wynkoop

Brett Wynkoop
622A President Street
Brooklyn, NY 11215
917-642-6925

STATE OF NEW YORK
COUNTY OF KINGS
SIGNED BEFORE ME ON 9/17/2018
Brett Eugene Wynkoop

PIYUSH B. SONI
Notary Public, State of New York
No. 01SO6038647
Qualified in Kings County
Commission Expires March 20, 2022

CIVIL COURT OF THE CITY OF NEW YORK COUNTY OF KINGS HOUSING PART ----------x 622A PRESIDENT STREET OWNERS CORP., Petitioner-Landlord, -against BRETT WYNKOOP and KATHLEEN KESKE 622A President Street Apartment 2 Brooklyn, New York 11215, Respondent-Tenants, "JOHN DOE" and "JANE DOE" 622A President Street Apartment 2 Brooklyn, NY 11225, Respondent(s)-Undertenat(s) ----------x	**Index No. 081709** **AFFIDAVIT REJECTING PETITION ALLEGED TO BE ON BEHALF OF 622A PRESIDENT STREET OWNERS CORPORATION**

AFFIDAVIT REJECTION OF PETITION

STATE OF NEW YORK)
) ss.
COUNTY OF KINGS)

Brett Wynkoop ("Affiant","Wynkoop"), being duly sworn UNDER PENALTY OF PERJURY, deposes and says:

1. Petition for New York City Civil Court against Brett Wynkoop, Kathleen Keske, Jane and John Doe, index number 081709 regarding 622A President Street, Apartment 2, Brooklyn, NY, is hereby rejected for failure to comply with the un-waived common law right of any Defendant to have a Plaintiff swear to substantive facts under penalty of perjury as codified by CPLR 3020 pursuant to CPLR 3022.

2. New York Licensed attorney (Registration # 4662490), for now, petitioner signatory, Kyle Taylor, formerly of Quinn Emmanuel (https://www.quinnemanuel.com) and currently decamped somewhat, but not totally, outside the long arm of New York Law, at **AFFLECK GREENE MCMURTRY LLP** of Toronto, Canada (https://www.agmlawyers.com), may have forgotten how to read and follow the CPLR.

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5. The verification of the petition contains the following words:

> "The Petition is true to the best of my own knowledge, except as to the matters therein alleged to be on information and belief, and as to those matters, I believe them to be true."

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9. At the common law, which is controlling on New York Courts as per CPLR 4511, one has a right to have a complainant swear that something substantive was true. Absent that, rulings could be unwound decades later if the complainant failed to have done so at the beginning.

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12. CPLR 3020 limits the common law right to have a complainant risk jail to start a complaint to a right that can be asserted only within a short period after the service of the complaint, as is done here.

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14. Service is complete 10 days after filing proof of other than personal service with the court.

15. As such, this rejection on Monday, September 17, 2018, being within 48 hours of being informed (Saturdays and Sundays not counting for the purpose of timely), is timely.

16. Daphne H. Hooper is not on the roll of commissioned notaries in the state of New York.

17. Upon information and belief, Kyle Taylor's retained counsel, Daniel P. Sodrowski of Ganfer Shore (http://ganfershore.com), cannot possibly have been informed by Kyle Taylor that any right of Kyle Taylor to act on behalf of the Petitioner was removed pursuant to a shareholder resolutions dated November 4, 2015, April 26, 2016 and August 16, 2018. The 2018 resolution mailed on August 17, 2018 to G&S and served on the corporation on behalf of majority shareholders, Wynkoop and Keske on August 25, 2018. Otherwise, it would

be a material misrepresentation to the court subjecting Daniel P. Sodrowski, and his employer, Ganfer Shore, to Judiciary Law 487 sanctions and damages.

18. The signatory, Kyle Taylor and his retained counsel, Daniel P. Sodrowski, and his employer, Ganfer Shore, should note that this common law affidavit of rejection need not be filed with the court.

19. The signatory, Kyle Taylor and his retained counsel Daniel P. Sodrowski, and his employer, Ganfer Shore, should note that upon receiving a common law rejection of the Petition, Petitioner cannot ethically or legally attempt to proceed in the case until such time as Kyle Taylor and his retained counsel, Daniel P. Sodrowski, and his employer, Ganfer Shore, make, and are successful in, a motion to compel acceptance of the faultily verified petition.

20. Any action other than correcting the improper verification and reserving or making a motion to compel acceptance of the verified petition may subject Kyle Taylor and his retained counsel, Daniel P. Sodrowski, and his employer, Ganfer Shore, to sanctions and treble damages under Judiciary Law 487.

21. The signatory to the Petition, Kyle Taylor, should note, the Affiant is aware of the filing of a false instrument by Kyle Taylor in Kings Supreme case 6548/2012 wherein Kyle Taylor submitted an unsigned 40 page lease while misrepresenting to the court, by omission, that the 41 page lease he signed was essentially the same when it directly controverted his purported claims in the case. That was a flat out lie by an attorney subjecting him to Judiciary Law 487.

22. As Kyle Taylor has submitted false documents in a case in a higher court involving the same issues being presented to this court by not addressing or including missing pages of his signed lease agreement, Kyle Taylor is advised that there are 3 pages to this Affidavit which is attached to a copy of the Notice of Petition and Petition, which were substantially mangled by way of process server's overly rambunctious use of tape to hold the Notice and Petition to the front door of 622a President Street.

Dated: Brooklyn, NY - September 17, 2018
STATE OF NEW YORK
COUNTY OF KINGS
Sworn to and subscribed before me this
17th day of September, 2018, by Brett Wynkoop

Brett Wynkoop
622A President Street
Brooklyn, NY 11215
917-642-6925

STATE OF NEW YORK
COUNTY OF KINGS
SIGNED BEFORE ME ON 9/17/2018
Brett Eugene Wynkoop

PIYUSH B. SONI
Notary Public, State of New York
No. 01SO6038647
Qualified in Kings County
Commission Expires March 20, 2022

Ganfer Shore Leeds & Zauderer LLP

360 Lexington Avenue
New York, New York 10017
Daniel P. Sodroski
Dir: 646.878.2472
Fax: 212.922.9335
dsodroski@ganfershore.com

September 17, 2018

Via First Class Mail

Brett Wynkoop
622A President Street
Apartment #1
Brooklyn, New York 11215

Re: 622A President Street Owners Corp. v. Wynkoop, et al.
Kings Housing Court Index No. 081708

Dear Mr. Wynkoop:

Pursuant to CPLR § 3215(g)(3), enclosed please find copies of the Notice of Petition and Verified Petition dated August 31, 2018 and filed with the Kings County Civil Court on September 4, 2018 (the "Petition"), which were previously served upon you on September 14, 2018.

If you fail to answer or otherwise appear in this action by September 19, 2018, we will seek a default judgment against you for the relief requested in the Petition.

Please be advised that we are in receipt of your Affidavits rejecting the Petition. These affidavits are legally insufficient and we therefore reject same.

Very truly yours,

Daniel P. Sodroski

Ganfer Shore Leeds & Zauderer LLP

360 Lexington Avenue
New York, New York 10017
Daniel P. Sodroski
Dir: 646.878.2472
Fax: 212.922.9335
dsodroski@ganfershore.com

September 17, 2018

Via First Class Mail

Kathleen Keske
622A President Street
Apartment #1
Brooklyn, New York 11215

Re: 622A President Street Owners Corp. v. Wynkoop, et al.
Kings Housing Court Index No. 081708

Dear Ms. Keske:

Pursuant to CPLR § 3215(g)(3), enclosed please find copies of the Notice of Petition and Verified Petition dated August 31, 2018 and filed with the Kings County Civil Court on September 4, 2018 (the "Petition"), which were previously served upon you on September 14, 2018.

If you fail to answer or otherwise appear in this action by September 19, 2018, we will seek a default judgment against you for the relief requested in the Petition.

Please be advised that we are in receipt of your Affidavits rejecting the Petition. These affidavits are legally insufficient and we therefore reject same.

Very truly yours,

Daniel P. Sodroski

Ganfer Shore Leeds & Zauderer LLP

360 Lexington Avenue
New York, New York 10017
Daniel P. Sodroski
Dir: 646.878.2472
Fax: 212.922.9335
dsodroski@ganfershore.com

September 17, 2018

Via First Class Mail

"John Doe" and "Jane Doe"
622A President Street
Apartment #1
Brooklyn, New York 11215

Re: 622A President Street Owners Corp. v. Wynkoop, et al.
Kings Housing Court Index No. 081708

To Whom It May Concern:

Pursuant to CPLR § 3215(g)(3), enclosed please find copies of the Notice of Petition and Verified Petition dated August 31, 2018 and filed with the Kings County Civil Court on September 4, 2018 (the "Petition"), which were previously served upon you on September 14, 2018.

If you fail to answer or otherwise appear in this action by September 19, 2018, we will seek a default judgment against you for the relief requested in the Petition.

Please be advised that we are in receipt of your Affidavits rejecting the Petition. These affidavits are legally insufficient and we therefore reject same.

Very truly yours,

Daniel P. Sodroski

PART_S_065

Ganfer Shore Leeds & Zauderer LLP

360 Lexington Avenue
New York, New York 10017
Daniel P. Sodroski
Dir: 646.878.2472
Fax: 212.922.9335
dsodroski@ganfershore.com

September 17, 2018

Via First Class Mail

Brett Wynkoop
622A President Street
Apartment #2
Brooklyn, New York 11215

Re: 622A President Street Owners Corp. v. Wynkoop, et al.
Kings Housing Court Index No. 081709

Dear Mr. Wynkoop:

Pursuant to CPLR § 3215(g)(3), enclosed please find copies of the Notice of Petition and Verified Petition dated August 31, 2018 and filed with the Kings County Civil Court on September 4, 2018 (the "Petition"), which were previously served upon you on September 14, 2018.

If you fail to answer or otherwise appear in this action by September 19, 2018, we will seek a default judgment against you for the relief requested in the Petition.

Please be advised that we are in receipt of your Affidavits rejecting the Petition. These affidavits are legally insufficient and we therefore reject same.

Very truly yours,

Daniel P. Sodroski

Ganfer Shore Leeds & Zauderer LLP

360 Lexington Avenue
New York, New York 10017
Daniel P. Sodroski
Dir: 646.878.2472
Fax: 212.922.9335
dsodroski@ganfershore.com

September 17, 2018

Via First Class Mail

Kathleen Keske
622A President Street
Apartment #2
Brooklyn, New York 11215

Re: 622A President Street Owners Corp. v. Wynkoop, et al.
Kings Housing Court Index No. 081709

Dear Ms. Keske:

Pursuant to CPLR § 3215(g)(3), enclosed please find copies of the Notice of Petition and Verified Petition dated August 31, 2018 and filed with the Kings County Civil Court on September 4, 2018 (the "Petition"), which were previously served upon you on September 14, 2018.

If you fail to answer or otherwise appear in this action by September 19, 2018, we will seek a default judgment against you for the relief requested in the Petition.

Please be advised that we are in receipt of your Affidavits rejecting the Petition. These affidavits are legally insufficient and we therefore reject same.

Very truly yours,

Daniel P. Sodroski

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dsodroski@ganfershore.com

September 17, 2018

Via First Class Mail

"John Doe" and "Jane Doe"
622A President Street
Apartment #2
Brooklyn, New York 11215

Re: 622A President Street Owners Corp. v. Wynkoop, et al.
Kings Housing Court Index No. 081709

To Whom It May Concern:

Pursuant to CPLR § 3215(g)(3), enclosed please find copies of the Notice of Petition and Verified Petition dated August 31, 2018 and filed with the Kings County Civil Court on September 4, 2018 (the "Petition"), which were previously served upon you on September 14, 2018.

If you fail to answer or otherwise appear in this action by September 19, 2018, we will seek a default judgment against you for the relief requested in the Petition.

Please be advised that we are in receipt of your Affidavits rejecting the Petition. These affidavits are legally insufficient and we therefore reject same.

Very truly yours,

Daniel P. Sodroski

Exhibit 2

Rodriguez v Westchester County Bd. of Elections

[*1] Rodriguez v Westchester County Bd. of Elections 2015 NY Slip Op 25063 Decided on February 27, 2015 Supreme Court, Westchester County Wood, J. Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431. This opinion is uncorrected and subject to revision before publication in the printed Official Reports.

Decided on February 27, 2015
Supreme Court, Westchester County

Cirilo Rodriguez, Petitioner,

against

Westchester County Board of Elections, REGINALD LAFAYETTE, DOUGLAS COLETY, JEANNIE PALAZOLA, NANCY MEEHAN, JANET GANDOLFO, KARIN T. WOMPA, BRUCE CAMPBELL, MARY C. LINDER, and JOSE A. CHEVERE, JR.,, Respondents.

1229/2015

Michael A. Deem, Esq.

Sussman & Watkins

Attorneys for Petitioner

145 Main Street, 2d Floor

Ossining, New York 10562

Anthony Mamo, Esq,

Attorney for respondents Karin T. Wompa, Bruce Campbell,

Mary C. Linder, Jose A. Chevere, Jr.

47 Beekman Avenue

Sleepy Hollow, New York 10591

Robert F. Meehan, Westchester County Attorney,

Carol F. Arcuri, Deputy County Attorney, of Counsel

Counsel for Westchester County Board of Elections,

Reginald Lafayette, Douglas Colety, Jeannie Palazola, Nancy Meehan. Michaelian Office Building

148 Martine Avenue

White Plains, New York 10601

Janet A. Gandolfo, Esq.

Respondent pro se

174 Webber Avenue

Sleepy Hollow, New York 10591
Charles D. Wood, J.

The parties' documents [FN1] were read in connection with petitioner's requested relief to declare null and void each nomination for village office of the Village of Sleepy Hollow arising from the Democratic Party Caucus, to wit: the Mayor and three Trustees as reflected in the Certificate of Nomination signed and dated January 22, 2015, and other relief in connection therewith. The court also considers respondents' Karin T. Wompa, Bruce Campbell, Mary C. Linder and Jose A. Chevere, Jr., ("moving respondents") motion to dismiss, and pro se respondent Janet Galdolfo's motion to dismiss ("Galdolfo").

Upon the foregoing papers and the proceedings before this court, the motions to dismiss, specifically on the issue of whether petitioner failed to properly commence this proceeding by verified petition as required by Article 16 of the Election Law, are determined as follows:

The petitioner commenced this proceeding by petition and order to show cause, signed on February 4, 2015. Service was to be completed upon each respondent on or before February 4, 2015.[FN2] The petition did not allege that the petitioner is a member of the Democratic Party, but that [*2]he is a duly qualified voter in the State of New York. [FN3] Petitioner's Exhibits "2" and "3" likewise state that petitioner is an enrolled voter in the Town of Mount Pleasant, not that he is a Democrat. In their cross motions, moving respondents raised the issue of the lack of a proper verified petition on February

8, 2015. WCBOE and the four named commissioners filed an answer on February 6, 2015, asserting as a defense the lack of a verified petition. Respondents Gandolfo individually, and Wompa, Campbell, Linder, and Chevere, Jr. as a group, interposed their answers on February 8, 2015, asserting the defense of the unverified petition. In addition, when the parties appeared before this court on February 9, 2015, they raised the issue of verification of the petition, and whether the defect—if there is one—is fatal to the petition. Petitioner argues that the WCBOE defendants' Answer is a nullity as it was not verified, and that since it did not assert the lack of verification of the petition immediately or within 24 hours of being served, WCBOE has waived that defense.[FN4]

The Curious Origins of the 24-hour Deadline

Generally, "where a pleading is served without a sufficient verification in a case where the adverse party is entitled to a verified pleading, he may treat it as a nullity, provided he gives notice with due diligence (emphasis supplied) to the attorney of the adverse party that he elects so to do" (CPLR 3022). While courts frequently mention that due diligence has been found to mean "immediately" or within 24 hours, it is extraordinarily rare that a court actually imposes a 24-hour deadline, and curiously, not one court that has done so cites to the actual origin of the alleged rule.

The Second Department has cited Matter of Ladore v. Mayor & Bd. of Trustees of Vil. of Port Chester, (70 AD2d 603, 604 [2d Dept 1979]) for the proposition that due diligence has been interpreted as " immediately' and within 24 hours" (see Master v. Pohanka 44 AD3d 1050 [2d Dept 2007]). However, in Ledore, the Second Department did not create or adopt a 24-hour deadline, and in fact the time elapsed in rejecting the pleading was not what the court ruled on. The facts in Ledore were that the respondents were aware of the verification flaw on the return date of the order to show cause in Supreme Court, which was between three and five days after service. The respondents only raised lack of personal service at that appearance. The next day, when it was too late for the petitioner to re-file, respondents attempted to raise the verification issue, which the Second

Department found they had waived. It was clearly not the three to five days that were the issue, but rather the clear gamesmanship employed by respondents, in making a motion to dismiss on service, then only raising the verification issue in their Answer, seeking to take advantage of the statute of limitations that expired in the interim.

The Fourth Department became the first court to impose a 24-hour deadline in O'Neil v Kasler (53 AD2d 310 [4 Dept 1976]), which was cited by the Second Department in Ladore. While that case involved a delay of eight days (53 AD2d at 315), the Fourth Department espoused the 24-[*3]hour deadline, citing State v. McMahon, 78 Misc 2d 388 (Albany Co 1974) (also cited in Ladore). There, the Attorney General of the State of New York brought a motion to compel a convicted forger to verify his answer to a civil complaint, or to have the court treat the unverified answer as a nullity. Citing Westchester Life, Inc. v. Westchester Mag Co. 85 NYS2d 34 [Supreme Court, NY Co, 1948], the Supreme Court in McMahon did state that due diligence had been held to be 24 hours, but explicitly did not apply that "rule," finding that the State's underlying motion to compel was otherwise without merit (78 Misc 2d at 389).

The Third Department applied the 24-hour deadline, in one very strict instance (Ireland v. Town of Queesnbury ZBA 169 AD2d 73 [3d Dept 1991]), reversing the Supreme Court's dismissal of an unverified Article 78 petition. In so doing, the authority it cited was its own decision in Lentlie v Egan (94 AD2d 839 [3d Dept 1983], aff'd 61 NY2d 874 [1984]), in which the court also espoused the 24-hour rule, but stated that the improper verification issue arose from petitioner's "urgent prayer advanced in his brief and at oral argument" before the Third Department. Not surprisingly, the defense was deemed waived at that stage. The Lentlie court's only support cited for the 24-hour deadline was Siegel's Practice Commentaries. Notably, with respect to the 24-hour deadline, until 2004, Professor Siegel only referenced Westchester Life, Inc. v. Westchester Mag Co. (David D. Siegel, Practice Commentaries, McKinney's Cons Laws of NY, Book 7B, CPLR 3022:2 [1991] at 310; but see David D. Siegel, Practice Commentaries, McKinney's Cons Laws of NY, Book 7B, CPLR 3022:2, 2006 Pocket Part at 139,140: ("The (Court of Appeals) cites many cases going this way and that on the matter and several treatments by this writer showing the inconsistencies"). Despite Siegel's update, his successor has

fallen back into the Westchester Life trap, citing it first in his CPLR 3022:2 analysis (Patrick M. Connors, Practice Commentaries, McKinney's Cons Laws of NY, Book 7B, CPLR 3022:2 [2010] at 35).

Three years after Ireland, the Second Department first applied a strict 24-hour rule in Theodoritis v. American Transit Insurance Co. 210 AD2d 397 [2d Dept 1994]. Ironically, this case is frequently cited for the proposition that the court looked at the "particular circumstances of the case" (see Miller v. Board of Assessors 91 NY2d 82 [1997]; 3170 Atlantic Ave Corp v Jereis 38 Misc 3d 1222(A) [NY City Civ Ct 2013] ; 562 West 149th St HDFC v. Rodriguez 5 Misc 3d 1020(A) [NY City Civ Ct 2004]). In so doing, the Second Department relied upon only cases from other departments (Ireland 169 AD2d 73 [3d Dept]; Lentlie 94 AD2d 839 [3d Dept]; McMahon 78 Misc 2d 388 [Sup Ct. Albany Co.]; Nafalski v. Toia 63 AD2d 1039 [3d Dept 1978] [13 day delay, no mention of 24-hour rule]; Houghwot v. Town of Kiantone 69 AD2d 1011 [4th Dept 1979] [no facts given regarding delay, no mention of 24-hour rule]; Ames Dept Stores v. Assessor of Town of Concord 102 AD2d 9 [4th Dept 1984] [28 day delay, 24 hour-rule mentioned]). The last of these cases cites the 24-hour rule back to the Second Department decision in Able Breaking Corp. v. Con Edison (88 AD2d 649 [2d Dept 1984]), in which there is no mention or discussion of a 24-hour rule, but rather, an eight-day delay was deemed "unreasonable under the circumstances." As discussed (supra), the Third Department in Ireland and Lentlie relied upon Siegel's Commentaries, which, along with the Supreme Court in McMahon, relied upon Westchester Life.

Thus, the only source of three Appellate Divisions' application of the 24-hour rule comes from the New York County Westchester Life v. Westchester Magazine decision from 1948. Surprisingly, in that case, the court specifically did not rule based on the timing of the objection to the verification. The opening sentence of the court's decision states: "Apart from the fact that the [*4]answer, claimed not to have been verified, was not returned within twenty-four hours, there is the more serious objection to the granting of plaintiff's motion to enter judgment on default." The court noted that the returned answer was insufficient because "it should have stated that the ground of the return was that the verification attached to the answer had been made in advance of the

typing of the answer." The court held that the failure to afford the party the opportunity to cure the defect rendered the return defective (85 NYS2d at 34). Amazingly, this reference to 24 hours in precatory language—which has absolutely no precedential value—became the starting point in the CPLR 3022 due diligence analysis for decades—and has been imposed as an authoritative rule by three Appellate Divisions.

On the other hand, the Court of Appeals has "never specified a uniform time period by which to measure due diligence" in interpreting CPLR 3022 (Lepkowski v. State of New York, 1 NY3d 201, 210 [2003]). In Lepowski, the Court of Appeals referenced its discussion of due diligence in Miller v. Board of Assessors, (91 NY2d 82 [1997]). Miller was a case where the Court held that it did not need to decide whether a delay of 18 days was more than due diligence would permit, deciding on other grounds. The court pointed to the origin of the 24-hour deadline being found in Paddock v. Palmer, (32 Misc at 426 [Sup Ct, Onondaga Co. 1900]). Even in that earliest appearance of a 24-hour deadline, the Paddock court cited no authority for it, and the modern day reader is left to speculate whether in fact it was a local rule of practice in nineteenth century Onondaga County. Regardless of its origin, the Paddock court makes it clear that it is not a rigid rule: "The question of what is due diligence is a variable one, and is to be governed by the different circumstances of different cases. It has come to be accepted as the ordinary rule of practice, at least, that due diligence in the return of a pleading means within 24 hours after its receipt, under ordinary circumstances" (32 Misc at 433). The court then went on to analyze that the delay was five days, and the attorney for the party claiming the verification flaw had "carefully framed" allegations that he was out of town, and that the court suspected that he was not gone for the length of time claimed.

Clearly, 24 hours has never been, nor should it be, a strict deadline for determining due diligence. It is extraordinarily unrealistic to expect a lay person, who otherwise is not litigating, to have counsel standing by on retainer, ready to interview the client and the pleadings, draft the return with deficiencies specified, and serve it within 24 hours. The text of CPLR 3022 says "due diligence," which by its very nature, requires that the court examine the facts and circumstances surrounding the service and rejection of the

pleading. Obviously, those facts might include the amount of time elapsed between service of the faulty pleading and the return; reasons for, and reasonableness of time elapsed; whether the party rejecting the pleading already had counsel or is an attorney; whether the issue was raised at the first opportunity, whether in writing or in court; whether a statute of limitations or other deadline has expired during the time elapsed; and the credibility of the party in its pleadings and testimony given, if any. Ultimately, due diligence requires prompt attention, no undue delays, and no whiff of gamesmanship. While it is possible that due diligence could require formal notice within 24 hours, it is infinitely more likely that due diligence can be accomplished beyond the artificial 24-hour deadline that courts have repeatedly cited, and in several cases, imposed without any real basis.In any event, the 24-hour deadline does not appear ever to have been applied in an election case. It is well-settled that Election Law proceedings are subject to severe time constraints, and they require immediate action (Master v. Pohanka, 44 AD3d 1050, 1052 [2d Dept 2007]). Specifically, Election Law § 16-116 requires that [*5]a special proceeding under this article shall be heard upon a verified petition and such oral or written proof as may be offered (Tenneriello v. Bd of Elections of City of New York, 104 AD2d 467 [2d Dept 1984], aff'd, 63 NY2d 700 [1984]). This requirement of a verified petition has been strictly adhered to and deemed jurisdictional in nature (Matter of Goodman v. Hayduk, 45 NY2d 804, 806 [1978]). In fact, the Court of Appeals has held that "to find an unverified petition nonetheless acceptable to institute the special proceeding would not serve practical purposes or advance the policy behind section 16-116 of the Election Law" 45 NY2d at 806.

Here, upon this court's review of the petition, it was not verified, nor was it notarized, which is a circumstance which could obviate the argument of prejudice or possibility of fraud (Rose v. Smith, 220 AD2d 922, 923 [3d Dept 1995]). In fact, this case presents a more troubling set of facts. The Petitioner himself never signed the petition, although his attorney's statement in the petition avers that the petitioner, "through his attorneys, hereby states under the penalty of perjury." The petition goes on to assert various statements in the attorney's voice, such as "I am an attorney admitted to practice," and "I serve as Staff Counsel". The court notes that CPLR 3020(d)(3) permits an attorney to verify pleadings under certain circumstances. Here, however, the petition—without

verification—was signed by the attorney, with no reason set forth by the attorney justifying or explaining why the statements in the petition are made by him, rather than the petitioner, which further fails to meet the requirements of a verification under CPLR 3021. Even though petitioner's attorney attempted to justify his having been the one to sign the petition, claiming that it constitutes a verification in his reply affirmation, the verification requirement is jurisdictional in nature and cannot be cured by amendment (Matter of Goodman v. Hayduk 45 NY2d 804; Niebauer v. Board of Elections 76 AD3d 660 [2d Dept 2010]). In any event, the attorney's contention in his reply affirmation that he himself possessed "personal knowledge of said facts as great as the petitioner's" is similarly unavailing. Without the initial verification signed by the petitioner, or at least a valid attorney verification in compliance with CPLR 321, the floodgates are wide open for shortcuts, fraud, and chicanery in an area of the law that needs to assure that such possibilities are limited. The court notes that even if the timing of the respondents' motion were to be considered, that they did exercise due diligence under CPLR 3022.

Finally, petitioner argues that because his petition alleged "disenfranchisement of voters," it deserves some favored treatment. He urges this court to apply the extraordinarily narrow Third Department decision in Rose v. Smith (220 AD2d 922 [3d Dept 1995]), and examine the issue of whether the respondents were prejudiced by the lack of verification. Under the particular facts of that case, the sharply divided Third Department permitted the validation proceeding to stand despite a faulty verification, because the underlying invalidation by the Board of Election should not have occurred. Therefore, the facts and the holding are similar to McMahon (78 Misc 2d 388), in that the court would not permit a technical flaw in a pleading that was precipitated by a pleading of the opposing party that should have failed on its own. To hold otherwise, a party "achieves indirectly what they could not achieve directly" (220 AD2d at 924).

Here, it is the petitioner that has brought this proceeding, doing so in a manner that does not meet the statutory requirement under CPLR 3021. The fact that the buzz word "disenfranchisement" is used does nothing to differentiate this case from any other election case, which by its very nature has a winner and a loser. Disenfranchisement occurs in the eyes of the loser, whether he or she is removed from the ballot or the

opponent is placed on it.

In light of the foregoing, given that this is an Election Law proceeding, the court finds that since this matter was not brought by verified petition as required by Election Law 16-116, it is procedurally defective and must be dismissed.

Accordingly, for the stated reasons, it is hereby

ORDERED, that the petition is dismissed; and it is further

ORDERED, that the Clerk shall mark his records accordingly; and it is further

ORDERED, that moving respondents are directed to serve a copy of this Decision and Order, with notice of entry, upon the Clerk, and all parties within 10 days of such entry and file proof of service within five (5) days of service; and it is further

ORDERED, that all other applications and/or branches of relief not herein decided are denied and/or deemed moot as a result of this decision.

This constitutes the Decision and Order of the court.

Dated: February 27, 2015

White Plains, New York

_____

Hon. Charles D. Wood

Justice of the Supreme Court Footnotes

Footnote 1:Petitioner's Order to Show Cause, Petition, Exhibits; Moving Respondents' Motion to dismiss, Counsel's Affirmation, Galdolfo's Affidavit; Wompa's Affidavit, Kringas Affidavit, Linder Affidavit, Green Affidavit, Schneider-Rosen Affidavit, West Affidavit, Carr Affidavit, McCarthy Affidavit, DePaolo Affidavit; Galdolfo's motion to dismiss, Gandolfo Affidavit, Wompa Affidavit, Kringas Affidavit, Linder Affidavit, Green Affidavit, Schneider-Rosen Affidavit, West Affidavit, Carr Affidavit, McCarthy Affidavit, DePaolo Affidavit, Galdolfo Answer; Westchester County Board of Elections ("WCBOE"); Answer by Reginal LaFayette, Douglas Colety, Jeannie Palazola, and Nancy Meehan, Exhibits; Petitioner's Reply and Exhibits.

Footnote 2:In this decision and order, the court has not considered whether service was timely accomplished as set forth in the order to show cause. The court notes that some of the respondents claim that they were not timely served.

Footnote 3:The respondents did not raise any issue about the petitioner's enrollment.

Footnote 4:Due to the expedited nature of this election matter, and the petitioner's arguments made before the court on February 9, 2015, the court is applying all of petitioner's arguments and reasoning from his reply affirmation of February 9, 2015 to all defendants.

Exhibit 3

[*1]

Washington Mut. Bank v Phillip
2010 NY Slip Op 52034(U) [29 Misc 3d 1227(A)]
Decided on November 29, 2010
Supreme Court, Kings County
Schack, J.
Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431.
As corrected in part through December 20, 2010; it will not be published in the printed Official Reports.

Decided on November 29, 2010

Supreme Court, Kings County

Washington Mutual Bank, Plaintiff,

against

Sheila U. Phillip, et. al., Defendants.

16359/08

Plaintiff:

Matthews & Matthews, P.C.

Huntington NY

Defendant:

No Appearances.

Arthur M. Schack, J.

In this foreclosure action, plaintiff, WASHINGTON MUTUAL BANK (WAMU), moved for an order of reference and related relief for the premises located at 2035 East 63rd Street, Brooklyn, New York (Block 8406, Lot 64, County of Kings). On October 20, 2010, Chief Administrative Judge Ann T. Pfau issued an Administrative Order requiring that plaintiff's counsel in foreclosure actions "effective immediately . . . shall file with the court in each such action an affirmation, in the form attached hereto . . . in cases pending . . . at the time of filing . . . the proposed order of reference." Therefore, I instructed plaintiff's WAMU's counsel, in my decision and order of November 9, 2010, that: For this Court to consider the instant motion for an order of reference, plaintiff's counsel must comply with the new Rule, promulgated by [*2]Chief Administrative Judge Ann T. Pfau on October 20, 2010 and announced that day by Chief Judge Jonathan Lippman, within sixty (60) days of this decision and order, or the instant foreclosure action will be dismissed with prejudice. The new Rule mandates an affirmation by plaintiff's counsel, which must be submitted to my Chambers (not the Foreclosure Department), 360 Adams Street, Room 478, Brooklyn, NY 11201, requiring plaintiff's counsel to state that he or she communicated on a specific date with a named representative of plaintiff WASHINGTON MUTUAL BANK, who informed counsel that he or she: a) has personally reviewed plaintiff's documents and records relating to this case; (b) has reviewed the Summons and Complaint, and all other papers filed in this matter is support of foreclosure; and, (c) has confirmed both the factual accuracy of these court filings and the accuracy of the notarizations contained therein. Further, plaintiff's counsel, based upon his or her communication with plaintiff's representative named above, must upon his or her "inspection of the papers filed with the Court and other diligent inquiry, . . . certify that, to the best of [his or her] knowledge,

information, and belief, the Summons and Complaint filed in support of this action for foreclosure are complete and accurate in all relevant respect." Counsel is reminded that the new standard Court affirmation form states in a note at the top of the first page: During and after August 2010, numerous and widespread insufficiencies in foreclosure filings in various courts around the nation were reported by major mortgage lenders and other authorities. These insufficiencies include: failure of plaintiffs and their counsel to review documents and files to establish standing and other foreclosure requisites; filing of notarized affidavits which falsely attest to such review and to other critical facts in the foreclosure process; and "robosigning" of documents by parties and counsel. ***The wrongful filing and prosecution of foreclosure proceedings which are discovered to suffer from these defects may be cause for disciplinary and other sanctions upon participating counsel.*** [***Emphasis added***] According to the October 20, 2010 Office of Court Administration press release about the new filing requirement: The New York State court system has instituted a new filing requirement in residential foreclosure cases to [*3]protect the integrity of the foreclosure process and prevent wrongful foreclosures. Chief Judge Jonathan Lippman today announced that plaintiff's counsel in foreclosure actions will be required to file an affirmation certifying that counsel has taken reasonable steps — including inquiry to banks and lenders and careful review of the papers filed in the case — to verify the accuracy of documents filed in support of residential foreclosures. The new filing requirement was introduced by the Chief Judge in response to recent disclosures by major mortgage lenders of significant insufficiencies — including widespread deficiencies in notarization and "robosigning" of supporting documents — in residential foreclosure filings in courts nationwide. The new requirement is effective immediately and was created with the approval of the Presiding Justices of all four Judicial Departments. Chief Judge Lippman said, "***We cannot allow the courts in New York State to stand by idly and be party to what we now know is a deeply flawed process, especially when that process involves basic human needs — such as a family home — during this period of economic crisis.*** This new filing requirement will play a vital role in ensuring that the documents judges rely on will be thoroughly examined, accurate, and error-free before any judge is asked to take the drastic step of foreclosure." [***Emphasis added***] (*See* Gretchen Morgenson and Andrew Martin, *Big Legal Clash on*

Foreclosure is Taking Shape, New York Times, Oct. 21, 2010; Andrew Keshner, *New Court Rules Says Attorneys Must Verify*

Foreclosure Papers, NYLJ, Oct. 21, 2010). Plaintiff WAMU's counsel, Donna D. Maio, Esq. of Matthews & Matthews, in response to my November 9, 2010 decision and order, submitted an affirmation, dated November 11, 2010, in which she stated "[o]n the date of June 4, 2008, I communicated with Mark Phelps, Esq., House Counsel and representative of Plaintiff, who informed me the he (a) has personally reviewed Plaintiff's documents and records relating to this case; (b) has reviewed the Summons and Complaint, and all other papers filed in this matter is support of foreclosure; and (c) has [*4]confirmed both the factual accuracy of these court filings and ***the accuracy of the notarizations contained therein*** [***Emphasis added***]." Further, Ms. Maio affirmed that "[b]ased upon my communication with Mark Phelps, Esq., as well as my own inspection of the papers filed with the Court and other diligent inquiry, ***I certify that, to the best of my knowledge, information, and belief, the Summons and Complaint and all other documents filed in support of this action for foreclosure are complete and accurate in all relevant respects*** [***Emphasis added***]."

After I received Ms. Maio's November 11, 2010 affirmation I checked the instant motion for an order of reference and discovered that the motion failed to: have an affidavit of merit executed by an officer of plaintiff WAMU of someone with a valid power of attorney from plaintiff WAMU; and, despite Ms. Maio's affirming the accuracy of plaintiff WAMU's papers in the instant action, the complaint and other documents filed in support of the instant for foreclosure are incomplete and inaccurate.

The Court grants leave to plaintiff, within forty-five (45) days of this decision and order, to: correct the deficiencies in its papers, which are explained below; and, using the new standard Court form, pursuant to CPLR Rule 2106, and under the penalties of perjury, file a new affirmation that plaintiff WAMU's counsel has "based upon . . . communications [with named representative or representatives of plaintiff], as well as upon my own inspection and reasonable inquiry under the circumstances, . . . that, to the best of my

knowledge, information, and belief, the Summons, Complaint and other papers filed or submitted to the Court in this matter contain no false statements of fact or law"; and, is "aware of my obligations under New York Rules of Professional Conduct (22 NYCRR Part 1200) and 22 NYCRR Part 130."

Again, failure to correct the deficiencies listed following and file a new affirmation, within forty-five (45) days of this decision and order, will result in the instant foreclosure action being dismissed with prejudice.

Background

Defendant GJAVIT THAQI borrowed $600,000.00 from WAMU on November 6, 2006. The note and mortgage were recorded in the Office of the City Register of the New York City Department of Finance, on November 13, 2006, at City Register File Number (CRFN) 2006000629092. Plaintiff WAMU commenced the instant foreclosure action on June 6, 2008. Defendants defaulted in the instant action. Plaintiff WAMU filed the motion for an order of reference and related relief on November 25, 2008. However, plaintiff WAMU's moving papers for an order of reference failed to present an "affidavit made by the party," pursuant to CPLR § 3215 (f), whether by an officer of WAMU or someone with a power of attorney from WAMU.

Further, the verification of the complaint was not executed by an officer of WAMU, but by Benita Taylor, a "Research Support Analyst of Washington Mutual Bank, the plaintiff in the within action" a resident of Jacksonville, Florida, on June 4, 2008. This is the same day that Ms. Maio claims to have communicated with "Mark Phelps, Esq., House Counsel." I checked the Office of Court Administration's Attorney Registry and found that Mark Phelps is not now nor has been an attorney registered in the State of New York. Moreover, the Court does not know what "House" employs Mr. Phelps. [*5]Both Mr. Phelps and Ms. Maio should have discovered the defects in Ms. Taylor's verification of the subject complaint. The jurat states that the verification was executed in the State of New York and the County of Suffolk [the home county of plaintiff's counsel], but the notary public who

took the signature is Deborah Yamaguichi, a Florida notary public, not a New York notary public. Thus, the verification lacks merit and is a nullity. Further, Ms. Yamaguchi's notarization states that Ms. Taylor's verification was "Sworn to and subscribed before me this 4th day of June 2008." Even if the jurat properly stated that it was executed in the State of Florida and the County of Duval, where Jacksonville is located, the oath failed to have a certificate required by CPLR § 2309 (c) for "oaths and affirmations taken without the state." CPLR § 2309 (c) requires that: An oath or affirmation taken without the state shall be treated as if taken within the state if it is accompanied by such certificate or certificates as would be required to entitle a deed acknowledged without the state to be recorded within the state if such deed had been acknowledged before the officer who administered the oath or affirmation. The Court is distressed that Ms. Maio falsely affirmed on November 11, 2010 that "pursuant to CPLR § 2106 and under the penalties of perjury," that "the Summons and Complaint and all other documents filed in support of this action for foreclosure are complete and accurate in all relevant respects," when the instant motion papers are incomplete and the verification is defective. Moreover, the purpose of the October 20, 2010 Administrative Order requiring affirmations by plaintiff's counsel in foreclosure cases is, according to Chief Judge Lippman, in his October 20, 2010 press release, to ensure "that the documents judges rely on will be thoroughly examined, accurate, and error-free before any judge is asked to take the drastic step of foreclosure."

Ms. Maio should have consulted with a representative or representatives of plaintiff WAMU or is successors subsequent to receiving my November 9, 2010 order, not referring back to an alleged June 4, 2008 communication with "House Counsel." Affirmations by plaintiff's counsel in foreclosure actions, pursuant to Chief Administrative Judge Ann t. Pfau's October 20, 2010 Administrative Order, mandates in foreclosure actions prospective communication by plaintiff's counsel with plaintiff's representative or representatives to prevent the widespread insufficiencies now found in foreclosure filings, such as: failure to review files to establish standing; filing of notarized affidavits that falsely attest to such review, and, "robosigning: of documents.

Discussion

Real Property Actions and Proceedings Law (RPAPL) § 1321 allows the Court in a foreclosure action, upon the default of the defendant or defendant's admission of mortgage payment arrears, to appoint a referee "to compute the amount due to the plaintiff." In the instant action, plaintiff's application for an order of reference is a preliminary step to obtaining a default judgment of foreclosure and sale. (*Home Sav. Of Am., F.A. v Gkanios*, 230 AD2d 770 [2d Dept 1996]). [*6]Plaintiff failed to meet the clear requirements of CPLR § 3215 (f) for a default judgment.

*On any application for judgment by default, the applicant****shall file*** proof of service of the summons and the complaint, or a summons and notice served pursuant to subdivision (b) of rule 305 or subdivision (a) of rule 316 of this chapter, and ***proof of the facts constituting the claim, the default and the amount due by affidavit made by the party*** . . . Where a verified complaint has been served, it may be used as the affidavit of the facts constituting the claim and the amount due; in such case, an affidavit as to the default shall be made by the party or the party's attorney. **[*Emphasis added*].**

Plaintiff failed to submit "proof of the facts" in "an affidavit made by the party." The Court needs an affidavit of merit executed by an officer of plaintiff WAMU or its successor in interest, or by someone granted this authority with a valid power of attorney from WAMU or its successor in interest for that express purpose. Additionally, if a power of attorney is presented to this Court and it refers to a Pooling and Servicing agreement, the Court needs a properly offered copy of the Pooling and Servicing agreement, to determine if the servicing agent may proceed on behalf of plaintiff. (*EMC Mortg. Corp. v Batista*, 15 Misc 3d 1143 (A) [Sup Ct, Kings County 2007]; *Deutsche Bank Nat. Trust Co. v Lewis*, 14 Misc 3d 1201 (A) [Sup Ct, Suffolk County 2006]). If a Pooling and Servicing Agreement is presented with a renewed motion for an order of reference, it must be an original or a copy of the original certified by plaintiffs' attorney, pursuant to CPLR § 2105. CPLR § 2105 states that "an attorney admitted to practice in the court of the state may certify that it has been compared by him with the original and found to be a true and complete copy." (*See Security Pacific*

Nat. Trust Co. v Cuevas, 176 Misc 2d 846 [Civ Ct, Kings County 1998]).

In *Blam v Netcher*, 17 AD3d 495, 496 [2d Dept 2005], the Court reversed a default judgment granted in Supreme Court, Nassau County, holding that:

In support of her motion for leave to enter judgment against the defendant upon her default in answering, the plaintiff failed to proffer either an affidavit of the facts or a complaint verified by a party with personal knowledge of the facts (*see* CPLR 3215 (f): *Goodman v New York City Health & Hosps. Corp.* 2 AD3d 581[2d Dept 2003]; *Drake v Drake*, 296 AD2d 566 [2d Dept 2002]; *Parratta v McAllister*, 283 AD2d 625 [2d Dept 2001]). Accordingly, the plaintiff's motion should have been denied, with leave to renew [*7]on proper papers (*see Henriquez v Purins*, 245 AD2d 337, 338 [2d Dept 1997]).(*See HSBC Bank USA, N.A. v Betts*, 67 AD3d 735 [2d Dept 2009]; *Hosten v Oladapo*, 44 AD3d 1006 [2d Dept 2007]; *Matone v Sycamore Realty Corp.*, 31 AD3d 721 [2d Dept 2006]; *Taebong Choi v JKS Dry Cleaning Equip. Corp.*, 15 AD3d 566 [2d Dept 2005]; *Peniston v Epstein*, 10 AD3d 450 [2d Dept 2004]; *De Vivo v Spargo*, 287 AD2d 535 [2d Dept 2001]).

Conclusion

Accordingly, it is

ORDERED, that the November 11, 2010 affirmation presented by Donna D. Maio, Esq., of Mathews & Matthews, counsel for plaintiff, WASHINGTON MUTUAL BANK, in this action to foreclose a mortgage for the premises located at 2035 East 63rd Street, Brooklyn, New York (Block 8406, Lot 64, County of Kings) is deemed defective; and it is further ORDERED, that counsel for plaintiff, WASHINGTON MUTUAL BANK, has forty-five (45) days from this decision and order to correct the deficiencies in its motion for an order of reference for the premises located at 2035 East 63rd Street, Brooklyn, New York (Block 8406, Lot 64, County of Kings), or the instant foreclosure action will be dismissed with prejudice; and it is further

ORDERED, that counsel for plaintiff, WASHINGTON MUTUAL BANK, must submit to the Court, with the corrected deficiencies in its motion for an order of reference

for the premises located at 2035 East 63rd Street, Brooklyn, New York (Block 8406, Lot 64, County of Kings), a new affirmation, pursuant to the October 20, 2010 Administrative Order, announced by Chief Judge Jonathan Lippman and ordered by Chief Administrative Judge Ann T. Pfau, using the new revised standard Court form, pursuant to CPLR Rule 2106 and under the penalties of perjury, that counsel for plaintiff, WASHINGTON MUTUAL BANK: has "based upon my communications [with named representative or representatives of plaintiff], as well as upon my own inspection and reasonable inquiry under the circumstances, . . .that, to the best of my knowledge, information, and belief, the Summons, Complaint and other papers filed or submitted to the Court in this matter contain no false statements of fact or law"; and, is "aware of my obligations under New York Rules of Professional Conduct (22 NYCRR Part 1200) and 22 NYCRR Part 130."

This constitutes the Decision and Order of the Court.

ENTER

_____HON. ARTHUR M. SCHACK

J. S. C.

[*8]

Return to Decision List

Exhibit 4

Eric Gonzalez
District Attorney

DISTRICT ATTORNEY
KINGS COUNTY
350 Jay Street
Brooklyn, NY 11201
(718) 250-2000
www.BROOKLYNDA.ORG

Press Office
(718) 250-2300

FOR IMMEDIATE RELEASE

Monday, February 26, 2018

Building Owner Charged with Filing 28 Forged Documents Using Dead Notary Public's Signature to Try to Evict Tenants

Defendant Targeted Multiple Tenants with the Forged Documents

Brooklyn District Attorney Eric Gonzalez today announced that a Brooklyn building

owner was charged with forgery and other charges for allegedly using a deceased's notary public's stamp and signature on court filings to try to evict tenants from his apartment building in Bedford-Stuyvesant.

District Attorney Gonzalez said "This defendant attempted to fool the court by using someone else's identity for his nefarious business plans. As Brooklyn continues to soar in popularity as a wonderful place to live, I am committed to protecting the rights of its residents."

The District Attorney identified the defendant as Abdus Shahid, 64, owner and a resident of 455 Tompkins Avenue, in Bedford-Stuyvesant, Brooklyn. Shahid was arraigned late Friday, February 23, 2018 in Brooklyn Criminal Court on a criminal complaint in which he is charged with 28 counts of second-degree forgery, 28 counts of first-degree offering a false instrument for filing, and 28 counts of second-degree making an apparently sworn false statement. He was released without bail.

The defendant filed civil suits against five tenants he was trying to evict, claiming they damaged his property. The tenants, who were represented by the Legal Aid Society, claimed the landlord was trying to evict them for filing complaints against him with 311.

The alleged forgery was discovered when a Legal Aid attorney representing a tenant noticed the deceased notary's signature on court filings. In his court filings, the defendant verified and purportedly signed all the documents using the notary stamp and signature of Yitzchok Ring, who died on October 6, 2014. The court documents in the eviction proceedings were filed between March 16, 2015 and September 8, 2016.

The case was investigated by Detective Investigator Jacqueline Klapak of the Kings County District Attorney's Special Investigations Unit, under the supervision of Senior Detective Investigator Michael Seminara.

The case is being prosecuted by Senior Assistant District Attorney Vivian Young Joo, of

the District Attorney's Frauds Bureau, under the supervision of Assistant District Attorney Christopher Blank, Chief of the District Attorney's Organized Crime and Racketeering Unit, and the overall supervision of Assistant District Attorney Patricia McNeill, Deputy Chief of the District Attorney's Investigations Division.

#

A criminal complaint is an accusatory instrument and not proof of a defendant's guilt

THE BROOKLYN DISTRICT ATTORNEY'S OFFICE

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Brooklyn, NY 11201
DA's Action Center
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Exhibit 5

At an IAS Term, COM-2 of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse, at Civic Center, Brooklyn, New York, on the 13th day of April, 2015

PRESENT:
HON. DAVID I. SCHMIDT,
Justice.

BRETT E. WYNKOOP AND KATHLEEN KESKE,

Plaintiffs,

- against -

622A PRESIDENT STREET OWNERS CORP., KYLE TAYLOR, HILARY TAYLOR, AND RAJEEV SUBRAMANYAM,

Defendants.

ORDER

Index No. 507156/13

Mot. Seq. Nos. 8, 9, 10, 11, 12 & 13

It is hereby,

ORDERED that plaintiffs' motion (motion sequence number 8) seeking leave to renew/reargue this court's November 7, 2014 decision and order is granted in part and denied in part. The motion is granted the extent that leave to reargue is granted and upon reconsideration of the prior motions, this court's November 7, 2014 is modified as follows:

1. Jaime Lathrop, Esq., 641 President St, STE 202, Brooklyn, New York 11215, (718) 857-3663, is hereby appointed as successor referee and shall serve in the same manner as directed by this court's November 7, 2014 order except that all prior timelines outlined in the November 7, 2014 shall become effective as to the successor referee

Additionally, the successor referee shall hear and report upon any issues raised in accordance with provisions below and the parties are directed to pay the referee, upon the completion of any report issued in accordance herewith, a minimum fee of $250 and an additional fee of $250 per hour as compensation for his services lasting more than an one hour, which sum shall be shared equally by the parties.

2. The preliminary injunctions granted in this court's November 7, 2014 order shall remain in full force and effect except to the extent that the plaintiffs are directed to immediately add one of the defendants (to be chosen by the defendants) as a co-signatory on the existing 622A PRESIDENT STREET OWNERS CORP corporate bank account. The co-signatories shall have complete access to all bank records.

3. If the co-signatories can reach an agreement, the parties shall pay any expenses and/or obligations incurred by 622A PRESIDENT STREET OWNERS CORP through the corporate account. All payments issued in accordance with this provision must contain the signatures of both signatories. If the parties cannot agree as to the payment of an expense, the issue shall be submitted to the successor referee to hear and report as to a recommended course of action. Thereafter, if the shareholders agree to proceed in accordance with the course of action recommended by the referee, the corporation may take such

action without further order of the court. In the event the shareholders cannot agree on the recommended course of action, either party may move this court for relief with regard to the findings and recommendations in the referee's report.

4. All other relief requested in motion sequence number 8 is denied; it is further

ORDERED that motion sequence number 9 is granted to the extent that Plaintiff Wynkoop and/or 622A PRESIDENT STREET OWNERS CORP are directed to refund the $32,670.06 taken from the account of Rajeev Subramanyam subject to any offsets outlined below (the "Net Sum"). The "Net Sum" refunded to Rajeev Subramanyam shall be $32,670.06 minus any rent owed Subramanyam to 622A PRESIDENT STREET OWNERS CORP. The "Net Sum" to be returned shall be refunded immediately in part by a $10,000.00 payment from the 622A PRESIDENT STREET OWNERS CORP corporate account and any balance owed shall be paid from the funds being held on deposit by the clerk of the court under index number 6548/2012. In furtherance of this directive and in resolution of the contempt motion, the plaintiff shall take all actions necessary to effectuate the immediate release of the sums being held by the clerk of the court under index number 6548/2012, including but not limited to the immediate submission of an order and judgment directing the release and distribution of the funds as directed herein. The funds held by the clerk of the court under index number 6548/2012 shall be released directly to Rajeev Subramanyam in the amount of the balance of the "Net Sum" after payment of the initial $10,000.00 sum and the remainder of the funds shall be released to 622A PRESIDENT

STREET OWNERS CORP and deposited in the existing corporate account. All parties shall hereafter deposit their rent into the existing corporate account. The motion is denied in all other respects and all temporary restraining orders and/or preliminary injunctions previously issued by this court under motion sequence number 9 are hereby vacated; it is further

ORDERED that, over the procedural objection of plaintiffs, motion sequence number 10 is deemed properly served and is granted to the extent that Rajeev Subramanyam and/or Kyle Taylor are immediately authorized to contact Matthews Exterior Group (the "Contractor") to make a warranty claim under the terms of the 2011 contract between 622A PRESIDENT STREET OWNERS CORP and the Contractor and to obtain a repair proposal. Any appointment made with the Contractor by Rajeev Subramanyam and/or Kyle Taylor must be made on 10 days' written notice to all shareholders. Notice can be served on the attorneys for the parties via email. Any repair proposal received by Rajeev Subramanyam and/or Kyle Taylor shall immediately be distributed to all shareholders with copies of the proposals to be distributed to the attorneys of record by email. If a majority of the shareholders cannot agree to proceed with the repairs within 5 days of the distribution of the repair proposal, the parties shall each obtain estimates for the same scope of work from alternate contractors and submit same to the referee for an advisory opinion. If the parties still cannot agree after the Referee issues an opinion, the parties shall move the court for a decision on the issues regarding the repair. The motion is denied in all other respects and all temporary restraining orders and/or

preliminary injunctions previously issued by this court under motion sequence number 10 are hereby vacated; it is further

ORDERED that motion sequence 11 is denied without prejudice to plaintiff's right to seek the removal of the alleged "guest"/licensee currently occupying the third floor apartment through a derivative action on behalf of 622A PRESIDENT STREET OWNERS CORP in the appropriate manner. The motion is denied in all other respects and all temporary restraining orders and/or preliminary injunctions previously issued by this court under motion sequence 11 are hereby vacated; it is further

ORDERED that motion sequence numbers 12 and 13 are denied without prejudice. The court notes that at this stage of the litigation, the corporation is for all intents and purposes a "nominal" party inasmuch as all the shareholders having a beneficial interest in the corporation are represented in the lawsuit and neither "faction" has a greater right to represent the corporation (*see Strategic Development Concepts, Inc. v Whitman & Ransom,* 287 AD2d 307 [2d Dept 2001]; *207 Second Avenue Realty Corp v Salzman & Salzman,* 291 AD2d 243 [1st Dept 2002]; *Parklex Associates v. Flemming*, 2012 WL 11875131 [N.Y.Sup. 2012]).

This constitutes the decision and order of the court.

E N T E R,

J. S. C.

HON. DAVID L. SCHMIDT

Exhibit 6

WRITTEN CONSENT OF SHAREHOLDERS
IN LIEU OF MEETING

The undersigned, being shareholders (the "Shareholders") of 622A President Street Owners Corp., a New York State corporation ("622A"), holding no less than a majority voting interest of the outstanding shares of 622A, and, hereby waive all requirements as to notice of meeting and hereby consent and agree to the adoption of the resolutions set forth below in lieu of taking such action at a formal special meeting, pursuant to Section 615 of the New York Business Corporation Law ("BCL") and Article II, Section 2 of the corporate bylaws of 622A PRESIDENT STREET OWNERS CORP:

WHEREAS, the majority of the voting Shareholders of 622A have determined that it is advisable to waive the appointment of a board of directors, and that all matters concerning the operation of the corporation and the building, 622A President Street, Brooklyn, New York, be addressed by the shareholders directly.

NOW, THEREFORE, BE IT RESOLVED, that the board of directors is disbanded; and it is further

RESOLVED, that all matters concerning the operation of the corporation and management of the building shall be addressed by majority vote of the shareholders; and it is further

RESOLVED, that shareholder vote on corporate operations and building management shall be conducted in a similar manner as set for a board of directors, i.e. that all shareholders voting shall have only one vote in favor or against any decision concerning the operations of the corporation and management of the building; and it is further

RESOLVED, that any impasse between the shareholders shall be resolved in accordance with the shareholder interim stipulation of April 30, 2013, a copy of which shall be kept with this resolution for reference; and it is further

RESOLVED, that mediation that takes place pursuant to the April 30, 2013, interim stipulation shall be conducted by Resolute Systems, Ret. Hon. Justice David I. Schmidt.

42.5
/
KK
82.5

IN WITNESS WHEREOF, the undersigned, being Shareholders of 622A, holding no less than a voting majority of the outstanding Unit shares of 622A, hereby execute this Written Consent of Shareholders in Lieu of Meeting, which shall be effective upon the dated of execution set forth below, with respect to the Units owned by them or which they have the right to vote in favor of the adoption of this Resolution, which number of shares is specified below their signature on the relevant signature page of this consent, and shall have the same force and effect as a Shareholder vote at a duly called meeting of the Shareholders and shall be filed with the minutes of proceedings of the Shareholders in the corporate records.

Execution Date: November 4, 2015.

By: _____
Kyle Taylor,
Shareholder and Lessee of Unit ___
Holder of _____ shares

By: _____
Rajeev Subramanyam,
Shareholder and Lessee of Unit ___
Holder of _____ shares

By: Brett Wynkoop
Brett Wynkoop,
Shareholder and Lessee of Unit 102
Holder of 82.5 shares

By: Kathleen Keske
Kathleen Keske,
Shareholder and Lessee of Unit 102
Holder of 82.5 shares

WRITTEN CONSENT OF SHAREHOLDERS
IN LIEU OF MEETING

The undersigned, being shareholders (the "Shareholders") of 622A President Street Owners Corp., a New York State corporation ("622A"), holding no less than a majority voting interest of the outstanding shares of 622A, and, hereby waive all requirements as to notice of meeting and hereby consent and agree to the adoption of the resolutions set forth below in lieu of taking such action at a formal special meeting, pursuant to Section 615 of the New York Business Corporation Law ("BCL") and Article II, Section 2 of the corporate bylaws of 622A PRESIDENT STREET OWNERS CORP:

WHEREAS, the majority of the voting Shareholders of 622A have determined that at the shareholder meeting of 26 April 2016 the inspector of elections was provided with false information as to the outstanding shares held with respect to each unit. To wit Kyle Taylor, Hillary Taylor, and Rajeev Subramanyam provided the inspector of elections with a count of 55 shares per apartment when in fact apartment 1 is allocated 110 shares.

WHEREAS, this misrepresentation caused the inspector of elections to err in her duty and improperly tally the vote.

NOW, THEREFORE, BE IT RESOLVED, Kyle Taylor, Hillary Taylor and Rajeev Subramanyam are removed as directors and officers of the corporation.

RESOLVED, that all matters concerning the operation of the corporation and management of the building shall be addressed by majority vote of the shareholders by shares held.

IN WITNESS WHEREOF, the undersigned, being Shareholders of 622A, holding no less than a voting majority of the outstanding Unit shares of 622A, hereby execute this Written Consent of Shareholders in Lieu of Meeting, which shall be effective upon the dated of execution set forth below, with respect to the Units owned by them or which they have the right to vote in favor of the adoption of this Resolution, which number of shares is specified below their signature on the relevant signature page of this consent, and shall have the same force and effect as a Shareholder vote at a duly called meeting of the Shareholders and shall be filed with the minutes of proceedings of the Shareholders in the corporate records.

Execution Date: 26 April 2016.

Brett Wynkoop - Kathleen Keske
Shareholders and Lessees of Units 1 and 2
Holders of 165 shares

Kyle Taylor
Shareholder and lessee of Unit 3
Holder of 55 shares

Rajeev Subramanyam
Shareholder and Lessee of Unit 4
Holder of 55 shares

WRITTEN CONSENT OF SHAREHOLDERS IN LIUE OF MEETING

The undersigned, being shareholders (the "Shareholders") of 622A President Street Owners Corp.. a New York State corporation ("622A"), holding no less than a majority voting interest of the outstanding shares of 622A hereby waive all requirements as to notice of meeting and hereby consent and agree to the adoption of the resolutions set forth below in lieu of taking such action at a formal special meeting, pursuant to Section 615 of the New York Business Corporation Law ("BCL") and Article II. Section 2 of the corporate bylaws of 622A PRESIDENT STREET OWNERS CORP:

WHEREAS, the majority of the voting Shareholders of 622A have determined that at the shareholder meeting of 26 April 2016 the inspector of elections was provided with false information as to the outstanding shares held with respect to each unit. To wit Kyle Taylor. Hillary Taylor, and Rajeev Subramanyam provided the inspector of elections with a count of 55 shares per apartment when in fact apartment 1 is allocated 110 shares.

WHEREAS, this misrepresentation caused the inspector of elections to err in her duty and improperly tally the vote.

WHEREAS, all elections elections held since that date have been declared a 5 way tie as counted by alleged inspectors of elections hired by Taylor, Taylor, and Subramanyam.

WHEREAS, a tied election results in the previous board status quo being preserved, and;

WHEREAS, the shareholder resolution dated 4 November 2015 removed Taylor, Taylor, and Subramanyam from any board position they may have enjoyed, and;

WHEREAS, the shareholder resolution dated 26 April 2016 restated and confirmed that Taylor, Taylor, and Subramanyam were not corporate directors, and;

WHEREAS, Taylor, Taylor, and Subramanyam had no actual authority to act on behalf of 622A President Street Owners Corporation after 4 November 2015;

WHEREAS, Ganfer Shore Leeds & Zauderer LLP Represented on the record at the shareholder meeting of 17 May 2015 that they were attorneys for Taylor and therefore have an unresolvable conflict of interest and;

WHEREAS, Taylor, Taylor, and Subramanyam were removed as directors and had no power to act on behalf of the corporation, let alone engage their own attorney on behalf of the corporation;

NOW, THEREFORE, BE IT RESOLVED. Kyle Taylor, Hillary Taylor and Rajeev Subramanyam were previously removed as directors and officers of the corporation, and if adjudicated to ever have been directors or officers after 4 November 2015, they no longer hold any officer or director positions and are again by this resolution removed.

RESOLVED, that all matters concerning the operation of the corporation and management of the building shall be addressed by majority vote of the shareholders by shares held.

RESOLVED, that any contracts, bylaws changes, assessments levied, board resolutions, or other actions taken by Taylor, Taylor, and Subramanyam purported to be on behalf of 622A President Street

Owners Corporation are NULL & VOID for lack of authority, and any financial obligations entered into by Taylor, Taylor and Subramanyam purported to be on behalf of 622A President Street Owners Corporation are the sole responsibility of the person who represented they had the authority to bind the corporation.

RESOLVED, any bylaws changes, assessments, board resolutions, or other corporate actions made by Taylor, Taylor, and Subramanyam that may be adjudicated as having at one time been valid are herby repealed, reversed, and canceled with any financial obligation associated with those actions falling on Taylor, Taylor, and Subramanyam.

RESOLVED, Taylor, Taylor, and Subramanyam are directed to provide full access to any corporate accounts they have set up in the name of 622A President Street Owners Corporation to Brett Wynkoop.

RESOLVED, that Taylor, Taylor, and Subramanyam are directed to deposit all corporate books, records and the corporate seal at 622A President Street, Brooklyn, NY 11215 in the care and custody of Brett Wynkoop for safekeeping.

RESOLVED, Ganfer Shore Leeds & Zauderer LLP is not the legal counsel for 622A President Street Owners Corporation, and if it could be adjudicated that they ever were retained with proper authority they are as of this day relieved and directed to deliver up all files pertaining to 622A President Street Owners Corporation to 622A President Street, Brooklyn, NY 11215 in the care and custody of Brett Wynkoop for safekeeping. They are further directed to deliver any unearned retainer monies in the form of a certified check made payable to 622A President Street Owners Corporation to Brett Wynkoop.

IN WITNESS WHEREOF, the undersigned, being Shareholders of 622A. holding no less than a voting majority of the outstanding Unit shares of 622A President Street Owners Corporation hereby execute this Written Consent of Shareholders in Lieu of Meeting, which shall be effective upon the date of execution set forth below, with respect to the Units owned by them or which they have the right to vote in favor of the adoption of this Resolution, which number of shares is specified below their signature on the relevant signature page of this consent, and shall have the same force and effect as a Shareholder vote at a duly called meeting of the Shareholders and shall be filed with the minutes of proceedings of the Shareholders in the corporate records.

Effective Date: 16 August 2018

Brett Wynkoop – 165 shares – APT 1 & 2

Kyle Taylor – 55 shares – APT 3

Rajeev Subramanyam – 55 shares – APT 4

Exhibit 7

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into as of 30 APRIL, 2014, by and between 622A President Street Owners Corp., a New York corporation having its principal place of business at 622A President Street, Brooklyn, New York 11215 ("Company"); and Brett Wynkoop and Kathleen Keske (each "Plaintiff", and collectively the "Plaintiffs").

RECITALS

WHEREAS, Plaintiffs are shareholders, holding 110 shares, of the Company's 400 total shares, and 220 shares outstanding; and

WHEREAS, the parties are signatories of an Acceptance and Assumption of Proprietary Lease for Apartment 1, and an Acceptance and Assumption of Proprietary Lease for Apartment 2, each entered into by them on February 28, 1995, and assuming from prior leaseholders the executed leases for Apartments 1 and 2; and

WHEREAS, the Company is one of the named defendants in the civil action under Index No. 507156/2013, in the Supreme Court of the State of New York, County of Kings, in which the Company is co-defendant with Kyle Taylor, Hilary Taylor and Rajeev Subramanyam; and

WHEREAS, the Company is the nominal defendant in counterclaims under Index No. 507156/2013, in the Supreme Court of the State of New York, County of Kings, made and brought by shareholders Kyle Taylor and Rajeev Subramanyam against Plaintiffs and a subtenant of Plaintiffs, James Borland; and

WHEREAS, the Company was the nominal defendant in the civil action under Index No. 6548/2012, in the Supreme Court of the State of New York, County of Kings, brought by shareholders Kyle Taylor and Rajeev Subramanyam against Plaintiffs and a subtenant of Plaintiffs, James Borland; and

WHEREAS, the Company has made no answer to the complaint in the time prescribed under CPLR §3012(a); and

WHEREAS, the Parties wish to settle all claims and counterclaims asserted in the Litigation and wish to resolve all disputes between or among them, without any admission of fault or liability by any of the Parties, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Initials: BEW (Wynkoop) KL (Keske) (Agent of 622A)

TERMS AND CONDITIONS

1. RELEASES FROM LIABILITY. Currently, the Company has been assessed two fines by the New York County Environmental Control Board. One fine, in the amount of $1,200.00, was ordered to be paid by the Company upon the finding, after trial, that the presence of Plaintiffs personal property (a bicycle) in the common hallways of 622A President Street, Brooklyn, New York 11215 (the "Building) was in violation of New York State and City statute and code; the other fine, in the amount of $800, was ordered to be paid by the Company as a result of the failure of the Company to timely file a certification of correction of the condition with Housing Preservation and Development.

Currently, Apartments 1 and 2, located in the Building, which are privately controlled by Plaintiffs by Proprietary Leases assumed in 1995, have suffered physical damage due to water ingress from exterior weather conditions. Such damage is the direct result of the disrepair of the exterior wall of the Building. Such resultant damage shall incur a cost and expense to Plaintiffs to repair.

Pursuant to the Proprietary Lease, paragraph 28, Plaintiffs may be obligated to reimburse the Company for any expense of paying the above described fines, such repayment to take the form of an assessment made against the Plaintiffs as additional rent. By this Agreement, Plaintiffs do not waive the right to claim the fines are not the result of any action taken by them, or the right to make any defense regarding any claim of liability.

Pursuant to the Proprietary Lease, paragraph 2, the Company is obligated to maintain and repair, at its sole expense, all parts of the Building which are not expressly stated to be the responsibility of the Plaintiffs under the Proprietary Lease. The Company hereby acknowledges that repair of the exterior wall of the Building is not the responsibility of the Plaintiffs under their Proprietary Leases.

The Company hereby agrees to waive all rights and liabilities, created under Paragraph 28 of the Proprietary Lease and/or any other right it may have under contract and/or law, to reimbursement from the Plaintiffs of the above described fines assessed against it by the Environment Control Board for the violations determined to exist. In exchange, the Plaintiffs hereby agree to waive all right and liability against the Company, under contract and/or law, for the cost of repair of the damage to Apartments 1 and 2 privately controlled by Plaintiffs under their Proprietary Leases, that is the current result, as of the date of this Agreement, of the Company's failure to maintain and repair the exterior wall of the Building. In exchange for the Company's waiver, the Plaintiffs hereby further agree to discount the Company's obligation to indemnify Plaintiffs' legal costs and attorney fees in an amount, and under the terms and conditions as set out in Paragraph 2 of this Agreement.

2. COMPANY ACKNOWLEDGEMENT OF INDEMNIFICATION. Pursuant to the Company's By-Laws, under Article VII, Section 1, the Company is obligated to indemnify any person against all reasonable expenses (including attorney's fees) who was made a party to a law suit brought on behalf of the Company (a "Derivative Action") by reason that the party acted as an officer or director of the Company and engaged in conduct in violation of New York

Initials: _____ _____ _____
Wynkoop Keske Agent of 622A

Business Corporation Law §717. The same Article and Section further states that the Company is obligated to indemnify any person against all reasonable expenses (including attorney's fees) who are subject to a direct lawsuit for personal claims for actions that were taken upon the behalf of the Company.

On or about March 26, 2012, a Summons and Complaint was filed and served upon Plaintiffs by Defendants Kyle Taylor and Rajeev Subramanyam against Plaintiffs under the claim that they breached their fiduciary duty to the Company in violation of BCL §717, and further in violation of a breach of shareholder fiduciary duty for acts taken on behalf of the Company. On November 7, 2013, that action was dismissed, with Plaintiffs as the prevailing party. Currently, Plaintiffs are subject to counterclaims which allege breach of fiduciary duty to the Company in violation of BCL §717, and further based upon claims for acts taken on behalf of the Company.

The Company hereby agrees and acknowledges that the Plaintiffs were acting as authorized Directors and/or officers of the Company, and are therefore subject to indemnification by the Company pursuant to Article VII of the By-Laws. The Company further agrees and acknowledges that Plaintiffs are indemnified under Article VII of the By-Laws for any lawful act taken by the Plaintiffs on behalf of the Company which is not considered the act of a Director or Officer, or if an adjudicating panel determines Plaintiffs were never acting as Directors or Officers of the Company.

The Company further agrees that it shall submit a claim with its insurance carrier for purposes of indemnifying Plaintiffs, and that, unless otherwise agreed to in writing, the Company shall be liable to Plaintiffs for 60% of whatever amount of Plaintiffs' reasonable legal costs and expenses and reasonable attorney's fees that are not paid for by its insurance carrier.

3. ABATEMENT OF RENT FOR COST OF LITIGATION. The Company agrees that Plaintiffs shall be exempted from, and their monthly maintenance shall be abated by the amount of, any assessments to be made by Lessor and assigned/charged to Lessees as an increase to monthly maintenance fees due under the Proprietary Leases for purposes of recovering or paying for any cost, including any litigation which may have occurred in any court, as a result of the action brought under Index No. 6548/2012 or any related action, and which may be incurred as a result of the action under Index No. 507156/2013, or any related action.

4. ACKNOWLEDGEMENT OF THE PROPRIETARY LEASE. The Company acknowledges that the form of the Proprietary Lease attached hereto as Schedule 1 is the true and accurate form of the Proprietary Lease, which includes in it an Addendum or Rider with the title "Section 7A to the Proprietary Lease", and is fully enforceable as to the rights and liabilities as set forth therein. The Company further acknowledges that this form of the lease is the form originally adopted by the Company before issuance of the first lease agreement.

5. ISSUANCE OF ADDITIONAL SHARES BY THE COMPANY. The Company acknowledges that, pursuant to the By-Laws, under Article V, Section 7, it is obligated to allocate additional shares to a shareholder from its treasury upon its appropriation and incorporation of additional space in the Building to an apartment held by the shareholder under

Initials: _____ _____ _____
Wynkoop Keske Agent of 622A

the Proprietary Lease which was not part of the leased apartment as described under the original Offering Plan.

The Company further acknowledges that, in 1986, the Company's Sponsor negotiated to grant to the first purchaser of the shares associated with Apartment 1 a transfer of the rights to the building cellar to be assigned under the Proprietary Lease for Apartment 1.

The Company further acknowledges that the Proprietary Lease executed by it with the leaseholder of Apartment 1 on May 3, 1986, was the original form of the lease adopted by the Company and the first lease issued by the Company for property space in the Building, and that the leaseholder of Apartment 1 was the first shareholder of the Company.

The Company further acknowledges that on or about May 3, 1986, the Company appropriated and assigned additional space in the Building, in the form of the Building cellar, to the Lessee of Apartment 1, and that it adopted as the original lease form a Proprietary Lease which was subsequently issued to all shareholders that included a rider entitled "Section Seven A to the Proprietary Lease" assigning the cellar to the leaseholder of Apartment 1 in 1986.

The Company further acknowledges that upon assignment of this additional space, in 1986, it issued 55 shares for the Apartment 1 leasehold, which is the same amount of shares provided to all other shareholders holding a lease in the Building, and that it did not assess, nor did it issue, any shares which were to have been allocated to the Lessee of Apartment 1 under the mandatory requirement of the By-Laws.

The Company further acknowledges that the Proprietary Lease for Apartment 1 was assumed from the prior leaseholder, and not re-executed by Plaintiffs, and therefore the rights under the By-Laws, Article V, Section 7, which inured to the prior leaseholder of Apartment 1, were assumed and not waived by the Plaintiffs upon execution of their Acceptance and Assumption of Proprietary Lease for Apartment 1.

Given the foregoing, the Company agrees to assess and issue to Plaintiffs from its treasury, 55 additional shares, which represents the appropriated space (the cellar) transferred and assigned under the Proprietary Leases to Apartment 1. The parties shall execute, if necessary beyond this Agreement, all necessary documentation in writing for issuance of additional shares to Plaintiffs, which shall be attached hereto as Schedule 2 when executed.

6. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company hereby represents and warrants to Plaintiffs that the Company, and/or the persons/entities executing this Agreement on its behalf, are legally authorized to execute this Agreement, and the terms of this Agreement are binding upon, and, enforceable against, the Company.

7. REPRESENTATIONS AND WARRANTIES OF PLAITNIFFS. The Plaintiffs hereby represent and warrant to the Company that Plaintiffs, and the persons and/or entities

Initials: Wynkoop KK Keske Agent of 622A

executing this Agreement on its/their behalf, are legally authorized to execute this Agreement, and the terms of this Agreement are binding upon, and, enforceable against, the Plaintiffs.

8. ADDITIONAL DOCUMENTATION. If any additional documentation is necessary to give any clause of this Agreement the effect and force of law as intended by the parties, the parties shall so execute such documents.

9. SEVERABILITY. Any clause of this Agreement deemed by a court of competent jurisdiction to be unenforceable under law for whatever reason, it shall have no effect to invalidate the enforceability of the remainder of this Agreement.

10. COSTS AND EXPENSES. Except as otherwise provided herein, the parties shall be responsible for their respective attorneys' fees and costs and expenses incurred in the preparation of this Settlement. If any action is brought to enforce any clause of this Agreement, the reasonable legal fees and costs incurred by the prevailing party shall be paid for by the losing party.

11. CONTROLLING LAW. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York. The parties hereby irrevocably consent to personal jurisdiction and venue in the Supreme Court of the State of New York County of Kings, for any and all Claims arising out of this Agreement over which that court has subject matter jurisdiction.

12. AMENDMENTS. This Agreement cannot be altered or otherwise amended except by written instrument signed by all of the parties hereto.

13. ENTIRE AGREEMENT. The parties acknowledge and agree that this Agreement constitutes the full, complete, and entire Agreement of the parties and that there are no other representations, covenants, warranties, or other agreements binding of the parties that are not expressly set forth herein.

14. RULES OF CONSTRUCTION. The parties acknowledge and agree that they have each had the opportunity to have this Agreement reviewed by counsel of their choosing. Therefore, the normal rule that ambiguities are construed against the drafter shall not apply in connection with the interpretation and construction of this Agreement.

15. VALIDITY OF AGREEMENT. The parties represent and agree that the person executing this Agreement on behalf of each party has the full and complete permission and authority of the person and/or entity for which s/he is executing this Agreement, and have the full right and authority to commit and fully bind themselves, their representatives, agents, principals, predecessors, successors, and privies according to the provisions hereof. This Agreement is a legally valid, binding and enforceable obligation of the parties in accordance with its terms.

16. COUNTERPART SIGNATURES. This Agreement may be executed in one or more counterparts, including by facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Initials: _____ KK _____ _____
Wynkoop Keske Agent of 622A

WITNESS our hands and seals as of the date set forth below.

Date: 2014-04-30

By: Brett Wynkoop
BRETT WYNKOOP

Date: 4-30-14

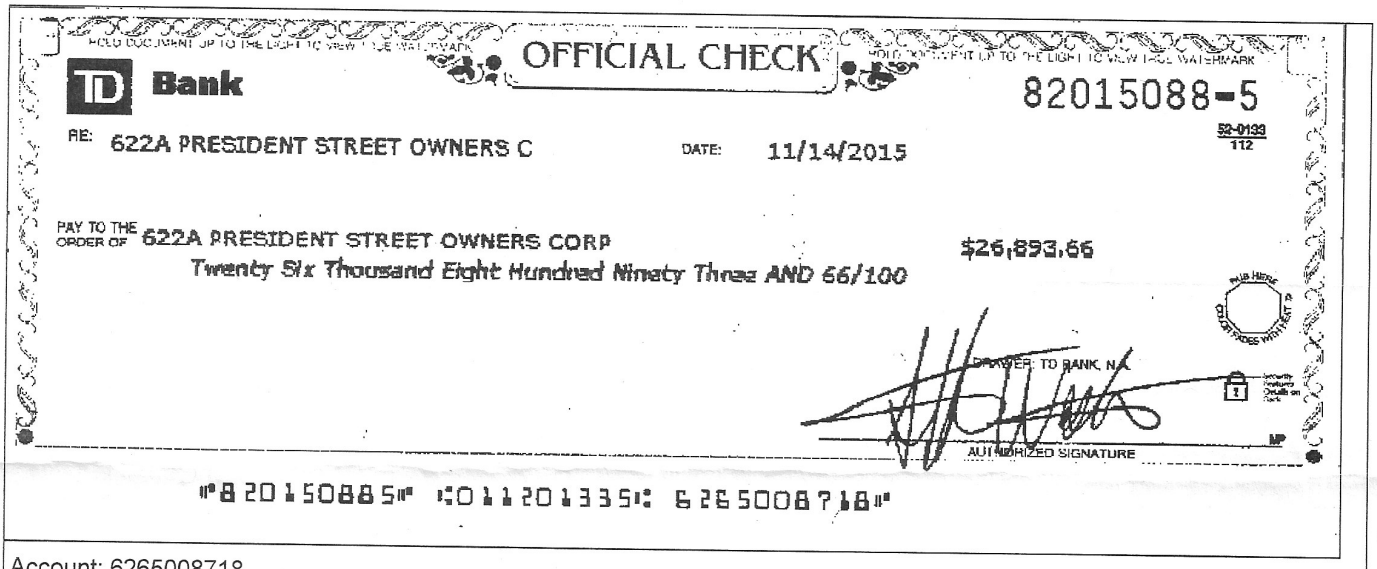
By: Kathleen Keske
KATHLEEN KESKE

Date: 4-30-14

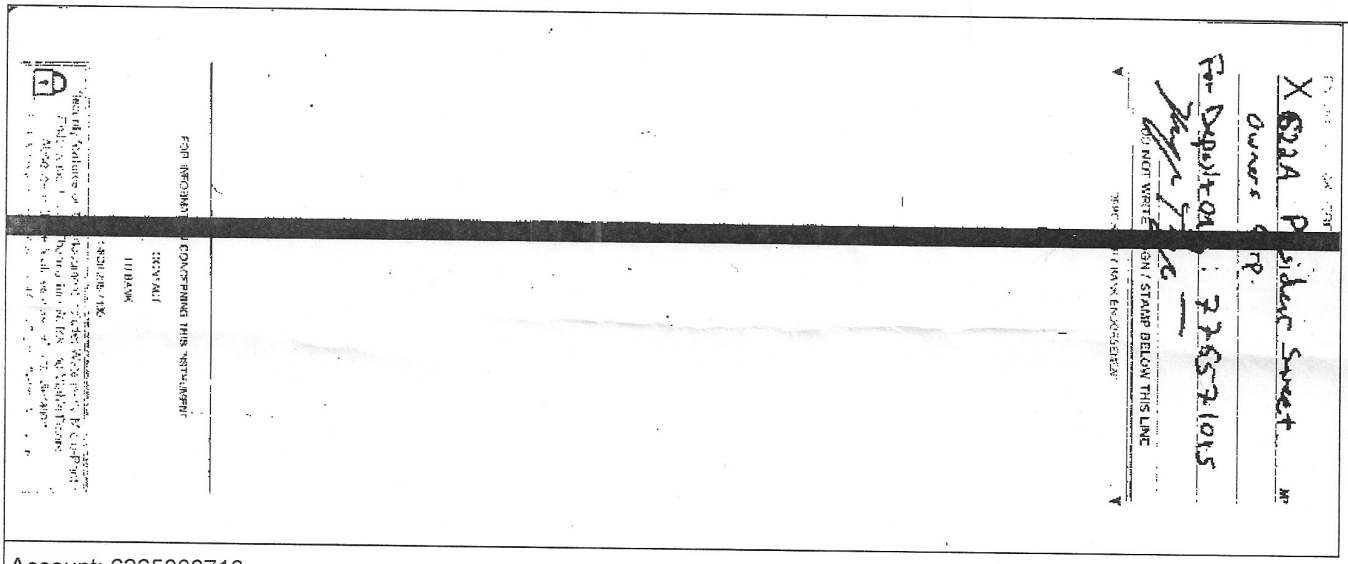
By:
authorized agent of
622A PRESIDENT STREET OWNERS CORP.

Initials: BW KK Agent of 622A
Wynkoop Keske

Exhibit 8



Account: 6265008718
Amount: 26,893.66
PostDate: 20151116
Tran_ID: 713009576
CheckNum: 820150885
DIN: 713009716
ReturnReasonDescription:
ECEItemSeqNum: 001790714437



Account: 6265008718
Amount: 26,893.66
PostDate: 20151116
Tran_ID: 713009576
CheckNum: 820150885
DIN: 713009716
ReturnReasonDescription:
ECEItemSeqNum: 001790714437

TD Bank

CHECKING CLOSEOUT DEBIT

DATE 11-14-15

CLOSEOUTS ONLY

ACCOUNT HOLDER'S SIGNATURE

ACCOUNT NUMBER 4287974955

APPROVED BY

$ TOTAL AMOUNT 26893.66

CCLD-TD (01/10)

⑆5140⑈1064⑆ 555

Account: 4287974955
Amount: 26,893.66
PostDate: 20151116
Tran_ID: 761970041
CheckNum: 0
DIN: 761970051
ReturnReasonDescription:
ECEItemSeqNum: 548846024200

~~OK to~~ Payable to

NYDL 85377355 exp 8-17-16

622A president Street

548846024200 123428 20151116 0000000042879749555 or P

CLO_DEBIT JVARGA2 2689366

Park Slope 0488 94004 5488 9 0018

548846024200 123744 MULTI-TRAN

Account: 4287974955
Amount: 26,893.66
PostDate: 20151116
Tran_ID: 761970041
CheckNum: 0
DIN: 761970051
ReturnReasonDescription:
ECEItemSeqNum: 548846024200

TD Bank
America's Most Convenient Bank®

0 STATEMENT OF ACCOUNT

622A PRESIDENT STREET OWNERS CORP
622A PRESIDENT ST APT 1
BROOKLYN NY 11215

Page: 1 of 2
Statement Period: Nov 01 2015-Nov 16 2015
Cust Ref #: 4287974955-717-0-###
Primary Account #: 428-7974955

TD Business Convenience Plus
622A PRESIDENT STREET OWNERS CORP

Account # 428-7974955

WE WILL SOON CHARGE A MONTHLY FEE FOR PAPER STATEMENTS.

BEGINNING JANUARY 1, 2016, WE'LL CHARGE A $2.00 MONTHLY FEE FOR PAPER STATEMENTS. TO HELP US "GO GREEN" AND AVOID THIS FEE, LOG IN TO TDBANK.COM/BUSINESSDIRECT AND SIGN UP FOR ONLINE STATEMENTS ONLY BY DECEMBER 31, 2015. IF YOU DON'T USE ONLINE BANKING NOW, YOU'LL NEED TO SIGN UP FOR TD BANK BUSINESSDIRECT FIRST. IF YOU ONLY RECEIVE ONLINE STATEMENTS NOW, THIS FEE DOESN'T APPLY. QUESTIONS? CALL 1-888-751-9000.

ACCOUNT SUMMARY

Beginning Balance	25,573.66	Average Collected Balance	24,317.80
Deposits	1,320.00	Annual Percentage Yield Earned	0.00%
		Days in Period	15
Other Withdrawals	26,893.66		
Ending Balance	0.00		

DAILY ACCOUNT ACTIVITY

Deposits

POSTING DATE	DESCRIPTION	AMOUNT
11/10	DEPOSIT	1,320.00
	Subtotal:	1,320.00

Other Withdrawals

POSTING DATE	DESCRIPTION	AMOUNT
11/16	ACCOUNT CLOSED	26,893.66
	Subtotal:	26,893.66

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
10/31	25,573.66	11/16	0.00
11/10	26,893.66		

How to Balance your Account

Begin by adjusting your account register as follows:

- Subtract any services charges shown on this statement.
- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

1. Your ending balance shown on this statement is:
2. List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
3. Subtotal by adding lines 1 and 2.
4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

❶ Ending Balance	0.00
❷ Total Deposits	+
❸ Sub Total	
❹ Total Withdrawals	
❺ Adjusted Balance	

❷

DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
Total Deposits ❷		

❹

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
Total Withdrawals ❹		

FOR CONSUMER ACCOUNTS ONLY IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer, telephone the bank immediately at the phone number listed on the front of your statement or write to:

TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

- Your name and account number.
- A description of the error or transaction you are unsure about.
- The dollar amount and date of the suspected error.

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

INTEREST NOTICE

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

FOR CONSUMER LOAN ACCOUNTS ONLY BILLING RIGHTS SUMMARY

In case of Errors or Questions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number..
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

FINANCE CHARGES:Although the Bank uses the Daily Balance method to calculate the finance charge on your Moneyline/Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section on the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.

Exhibit 9

BRETT E. WYNKOOP
622 A PRESIDENT STREET
BROOKLYN, NY 11215-1140

1-8/210 98 174
78820058

Date 12 DEC 2018

Pay to the order of 622A President St Owners $ 1320 XX/100

One thousand three hundred twenty XX/100 Dollars

[redacted]

Memo DEC 2018 MAINT Brett E Wynkoop

[redacted]

[redacted] TRN_DEBIT PESPINOZ [redacted]

For Deposit Only
622A President St
Owners Corp
TD Bank