

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

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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)

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Index No. LT-081709-18

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MEMORANDUM OF LAW

**IN OPPOSITION TO REQUEST FOR
WARRANT**

AND IN SUPPORT OF

**CROSSMOTION TO VACATE
ALL PRIOR ORDERS, DECISIONS
AND JUDGEMENTS**

AND IN SUPPORT OF

**CROSSMOTION TO DISMISS
FOR FATAL JURISDICTIONAL
DEFECTS**

Oral Argument Requested

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

1. Supreme Court rulings are controlling on all inferior courts, and in the United States of America all courts, state, federal, civil, or criminal are bound by rulings of the Supreme Court of The United States.

“Once jurisdiction is challenged, the court cannot proceed when it clearly appears that the court lacks jurisdiction, the court has no authority to reach merits, but, rather, should dismiss the action.” Melo v. US, 505 F2d 1026.

2. There are many Supreme Court of the United States rulings that all instruct lower courts to dismiss actions when the court has no jurisdiction.

3. We are taught the law requires proof of jurisdiction to appear on the record by *Hagans v Lavine*, 415 U. S. 533. In the instant action the record is clear the court does not now, and never did have jurisdiction. The initial petition has a fatal jurisdictional defect which the court can not proceed past unless the judge in the case wishes to become a law breaker, a trespasser on the law, an outlaw who wars on the very Constitution he swore to defend, a traitor and guilty of treason and seduction.

“There is no discretion to ignore lack of jurisdiction.” Joyce v. U.S. 474 2D 215.

4. Yet that is exactly what this court has done since it was presented with Motion Sequence 1, Wynkoop and Keske’s motion to dismiss for a multitude of jurisdictional reasons. It is clear that the court did not even review Wynkoop and Keske’s papers. Beyond the multitude of listed jurisdictional defects with the instant matter which were clearly laid out on Motion Sequence 1, Keske and Wynkoop made a demand for a Traverse Hearing on Service. **The demand for Traverse hearing is still pending as there is no court order which addressed it. Without good and proper service there is no jurisdiction and therefore nothing before the court.**

Controlling Case Law New York State

Pursuant to 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.* 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.

- Lepkowski v State of New York - 2003 NY Slip Op 19676 [1 NY3d 201]

5. As we see The New York State Court of Appeals supports the position that the law (CPLR 3022) means exactly what it says, therefore there is nothing properly before this court and the court must follow **Ex parte McCardle, 74 U.S. (7 Wall.) 506 (1869)**. If the judge understands this, and has discovered that the so-called verification fails to follow CPLR 3020, and that the notarization was forged by someone who is not on the notary rolls in New York State², he can stop reading now, and award costs and disbursements to Wynkoop, Keske, and Richmond in his order dismissing the case.

To the extent that a defect in verification renders a claim subject to dismissal, it is required that the defendant must (1) reject the claim in the manner specified in CPLR 3022, and (2) assert the defect either in the answer or by a pre-answer motion to dismiss, as required by section 11(c) of the Court of Claims Act.

RISTER.v.State of New York,1 N.Y.3d 201, 770 N.Y.S.2d 696, 802 N.E.2d 1094 [2003]

6. In the instant action Keske, Wynkoop and Richmond did as discussed above.

7. If the court needs further authority about the defects in verification beyond the very clear CPLR the case quoted below is exactly the same situation as the instant case.

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

² The court is directed to the original petitions filed with the court which show that the raised notary seal is for a Canadian notary but the jurat claims the document was signed in New York County.

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."

Washington Mut. Bank v Phillip 2010 NY Slip Op 52034(U) [29 Misc 3d 1227(A)]

8. **In the instant matter we are talking about foreclosure.** Kathleen Keske and Brett Wynkoop are 60% owners of the COOP corporation which is allegedly bringing this action for non-payment. It is axiomatic that as majority shareholders Keske and Wynkoop would not authorize this action. The instant action amounts to an end run around Kings County Supreme Court jurisdiction, decisions, and orders in an attempt by minority shareholders Subramanyam and Taylor to dispossess Wynkoop and Keske and become the only two shareholders in the corporation, thereby creating an instant rental income business for themselves consisting of 4 apartments with a rental of more than \$2500/month each. The court is referred to the case file where both Taylor and Subramanyam signed documents in support of the instant action.

9. Absent swearing out this action as a derivative action, which they did not, Taylor and Subramanyam lack the capacity to bring the action on behalf of 622A President Street Owners Corporation (COOP). They are not authorized. (Wynkoop Affidavit – Exhibit-A – Shareholder Resolutions)

Although a plaintiff is not required to plead and prove personal jurisdiction in the complaint, where jurisdiction is contested, the ultimate burden of proof rests upon the plaintiff (*Hopstein v Cohen*, 143 AD3d 859 [2nd Dept 2016]).

10. In the instant action jurisdiction has been contested from the start. Initially by the rejections of the initiating papers (Ex-B – Rejections with Aff of Service), then by the pre-answer motion to dismiss, then in the pleadings in opposition to the motion to consolidate which included an affirmative application to dismiss the case for lack of jurisdiction with detailed supporting law and documentation.

11. At no time did the COOP ever offer any rebuttal to the jurisdictional challenges.

In his affirmation submitted in support of the State's motion, defense counsel asserts that

the Attorney General's office received a claim without a proper verification on July 25, 2005 (see exhibit A attached to motion).

Counsel also asserts that CPLR 3022 states "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 (Lepkowski v State of New York, 1 NY3d 201, 210 [2003]; citing Matter of Miller v Board of Assessors, 91 NY2d 82, 86 [1997])" (Krenrich affirmation in support ¶ 6).

{**19 Misc 3d at 768}"Citing the fact that the Claim did not contain the required verification language, Defendant rejected the Claim and returned it to Claimant the same day on which it was received, July 25, 2005." (Krenrich affirmation in support ¶ 7; see exhibit B attached to motion.)

Claimant served the claim upon the Attorney General a second time, with a new verification, on August 18, 2005 (Krenrich affirmation in support ¶ 11).....

.....Court of Claims Act § 11 (b) requires that notices of intention and claims "be verified in the same manner as a complaint in an action in the [S]upreme [C]ourt." The Court of Appeals has declared that the language means precisely what it says and, thus, "embraces CPLR 3022's remedy for lapses in verification" (Lepkowski v State of New York, 1 NY3d at 210).

Thus, the sufficiency of claimant's verification and defendant's rejection at issue in this claim must be evaluated in the same manner as they would be in any other court where practice is governed by the CPLR. "A [claimant] who does not notify the adverse party's{**19 Misc 3d at 769} attorney with due diligence waives any objection to an absent or defective verification" (Lepkowski v State of New York, 1 NY3d at 210).

Matter of Steele v State of New York 2008 NY Slip Op 28114 [19 Misc 3d 766]

12. The above case teaches us both how a petitioner may recover from a defective pleading verification and gives guidance as to how the defects in verification must be evaluated.

Persuasive Case Law From Other Jurisdictions Noticed Under CPLR 4511

A judgment rendered by a court without personal jurisdiction over the defendant is void. It is a nullity. [A judgment shown to be void for lack of personal service on the defendant is a nullity.] Sramek v. Sramek, 17 Kan. App. 2d 573, 576-77, 840 P.2d 553 (1992), rev. denied 252 Kan. 1093 (1993).

13. It should be noted by this court that jurisdiction has been challenged each step of the way in all motion practice, but no rebuttal to the challenge has ever been offered by those bringing claims against Keske, Wynkoop and Richmond. In particular service of process was challenged and a Traverse Hearing was requested. There is no order of this court that addresses the request for a Traverse Hearing and **this document constitutes yet another demand for a Traverse Hearing.**

“Jurisdiction can be challenged at any time.” and “Jurisdiction, once challenged, cannot be assumed and must be decided.” Basso v. Utah Power & Light Co. 495 F 2d 906, 910.

“Defense of lack of jurisdiction over the subject matter may be raised at any time, even on appeal.” Hill Top Developers v. Holiday Pines Service Corp. 478 So. 2d. 368 (Fla 2nd DCA 1985)

“Once challenged, jurisdiction cannot be assumed, it must be proved to exist.” Stuck v. Medical Examiners 94 Ca 2d 751. 211 P2d 389.

“A departure by a court from those recognized and established requirements of law, however close apparent adherence to mere form in method of procedure, which has the effect of depriving one of a constitutional right, is an excess of jurisdiction.” Wuest v. Wuest, 127 P2d 934, 937.

14. Here we are taught that just because it looks like a legal proceeding does not mean that it is a legal proceeding. For a proceeding to be legal there must be both Personal and Subject Matter Jurisdiction, which are both lacking in the instant action, and due process must be constantly present.

15. From the record of this case it would seem that this court treats jurisdiction as a minor inconvenience to it's daily operation of steam rolling unrepresented litigants and rubber stamping the seizing property without due process.

Time Keeps On Slipping

16. To date Keske, Wynkoop, and Richmond have not been served with a verified petition in the instant matter. Ex-B – Rejections

17. Absent service of a properly verified petition being made on all respondents the clock to make any answer in the instant matter has failed to start and time keeps on slippin', slippin' slippin, into the future.

18. Since CPLR 3022 clearly teaches us that there is nothing before this court Keske, Wynkoop, and Richmond are under no obligation to make any answer, yet under the common law each rejection, and each motion seeking the court to do it's mandated duty and dismiss for lack of jurisdiction is an appearance under the common law and any appearance also moots any request for a default.

Let's Do The Time Warp Again

19. Beyond the lack of any properly verified petition being before the court, as has been stated before **a Traverse Hearing on Service has been called for by Wynkoop and Keske in previous pleadings, and again here.**

20. Notwithstanding that proper personal service was never achieved on any respondent, the clock does not begin to tick on a party's time to answer until a valid affidavit of service has been filed with the clerk of the court. In the instant action no valid affidavit of service has been filed and it would be apparent to anyone who examined the original court files and actually read the affidavit of service which claims that the enclosed petition and notice of petition were served. No petition is attached to the affidavit of service, therefore the affidavit of service indicates that a nullity was served on Respondents. This comports with an improperly verified petition being a nullity.

21. Facially incorrect proof of service does not rise to the level of completion of service, a prerequisite for a judgment of default.

Judge Sikowitz Violates Civil Rights of Respondents

22. At the hearing held before Judge Sikowitz on 2018-10-30 Sikowitz violated the civil rights of all Respondents by refusing to hear oral argument on, or even read the initial motion to dismiss. At a minimum she violated the 14th, 4th, and 5th amendments to the United States Constitution with her non-sensical ruling based on no law and no facts that Respondents must move to vacate a non-existing default before any motion could be heard. EX-C

23. Sikowitz also violated New York State Constitution Article 1 section 11 with the same actions.

[Equal protection of laws; discrimination in civil rights prohibited]

§11. No person shall be denied the equal protection of the laws of this state or any subdivision thereof. No person shall, because of race, color, creed or religion, be subjected to any discrimination in his or her civil rights by any other person or by any firm, corporation, or institution, or by the state or any agency or subdivision of the state. (New. Adopted by Constitutional Convention of 1938 and approved by vote of the people November 8, 1938; amended by vote of the people November 6, 2001.)

24. Here she denied due process and bared access to the court whereby Respondents might prevent unlawful taking of property without due process of law. She barred access by making an order that was impossible to follow, to wit vacate a non-existing judgement of default.

25. This violation of Respondents' civil rights renders the court void of all power in the instant action. A judge may not break the law while at the same time claiming to uphold the law and arbitrate the law.

Judge Harris Violates Civil Rights of Respondents

26. On appearing before Judge Harris on 30 October 2018 Eric Richmond and Kathleen Keske were not allowed to make any statements in Oral Argument about the motion to dismiss scheduled for that day. They were denied opportunity to be heard.

27. Wynkoop was told by Harris that Wynkoop could not object to anything in the proceeding. This was a due process violation in that Harris denied Wynkoop his right to be heard. This put a prior restraint on Wynkoop's right to appeal by denying him the right to make a record of his objections.

28. Both written and oral applications were made to Harris for a Traverse Hearing on service of the initiating papers. Harris simply swept the requests under the rug by ignoring them. This goes to a core fundamental right in American Juris Prudence, the right to proper notice. Until a hearing and determination on service the court lacks any ability to proceed for it lacks jurisdiction.

Court of No Record – Court of No Jurisdiction

29. Kings County Civil Court, Housing Court is a court of no record in violation of Article 6 of the New York State Constitution. Attached as EX-D is the reply received from the audio records department with respect to the official audio record for the hearing before Harris of **LT-081708-18** on 30 October 2018. This is a violation of Keske, Wynkoop and Richmond's rights and vitiates the entire proceeding under that index number making it null and void.

30. Additionally since this failure points to a systemic problem with the Kings County Housing Court it vitiates all housing court proceedings as no litigant is assured that the court will ever be a court of record. No litigant is assured the record they need for appeal will be present.

31. Failure to operate within the bounds of the Constitution of the State of New York relieves the Housing Court of any jurisdiction it may have had in any case before it.

Judge Harris Is Just Plain Wrong

32. Harris cites CPLR 3211(e) as his authority to deny Wynkoop and Keske's pre-answer motion to dismiss, claiming the motion was untimely. (EX-E Harris Order) Harris is wrong on the law and wrong on the time.

33. Time to answer as described above starts when service of a verified petition is perfected upon the respondent. As service of a verified petition has still not been perfected upon any respondent the time to answer has not even begun to run. The verification on the petition presented to the court is facially defective as described above in **Washington Mut. Bank v Phillip 2010 NY Slip Op 52034(U) [29 Misc 3d 1227(A)]**. **Harris is wrong on the time. As the time to answer has never started Harris is not properly applying CPLR 3211(e).** Respondents made timely rejection.

34. Harris failed to examine the affidavits of service in the court's files when asked to do so by Wynkoop at oral argument as part of Wynkoop's oral request for a Traverse Hearing.³

CPLR 308(4)

4. where service under paragraphs one and two cannot be made with due diligence, by affixing the summons to the door of either the actual place of business, dwelling place or usual place of abode within the state of the person to be served and by either mailing the summons to such person at his or her last known residence or by mailing the summons by first class mail to the person to be served at his or her actual place of business in an envelope bearing the legend "personal and confidential" and not indicating on the outside thereof, by return address or otherwise, that the communication is from an attorney or concerns an action against the person to be served, such affixing and mailing to be effected within twenty days of each other; proof of such service shall be filed with the clerk of the court designated in the summons within twenty days of either such affixing or mailing, whichever is effected later; service shall be complete ten days after such filing, except in matrimonial actions where service hereunder may be made pursuant to an order made in accordance with the provisions of subdivision a of section two hundred thirty-two of the domestic relations law;

35. Had Harris examined the affidavits of service he would have discovered they were facially defective making Wynkoop and Keske's motion to dismiss timely under the CPLR. The clock can not run when the petition is a nullity, but it also can not run when the affidavits of service are defective.

³ Wynkoop also made request for a Traverse Hearing in his initial motion to dismiss.

36. The affidavits of service for both actions make representations known to be false by all Respondents. For that reason a Traverse Hearing is needed. In addition they claim that the attached petition was served, but there was no petition attached to any affidavit of service as of 30 October 2018 (Wynkoop Affidavit), making the documents facially defective.

37. The only way for the motion to dismiss to be untimely is if the court ignores the law.

Fun with legal math:

Date Affidavit of service filed: 2 October 2018
Statutory days to completion: 10
Time allowed for answer: 5 days
Date to file responsive papers: 17 October 2018

It sure looks bad for Wynkoop and Keske, but wait we are taught by the court of appeals that cplr 3022 applies and there is nothing properly before the court, so date for responsive papers is 5 days from some future as yet unknown date when petitioner corrects and serves corrected pleadings.

But wait there is more!

No valid affidavit of service has been filed, and Wynkoop and Keske challenged both service and the facial defects in the affidavits of service and demanded a Traverse Hearing.

So under the law the date to respond to the non-existing pleadings is not yet known.

Quod Erat Demonstrandum – Wynkoop and Keske were timely and in addition there is nothing before the court.

38. The Petition initiating this action was rejected timely and in conformance with the CPLR. The rejection was served on the COOP, which is admitted in the affidavit of Subramanyam submitted to the court ex-parte and never served on Respondents.

39. Harris states “Respondents neither moved timely, nor answered, and failed to seek relief from their default”, and just like Sikowitz, Harris set the Respondents the task of vacating that which did not exist, for there was no default judgement entered as of the 30th of October when the hearing was had. This illegal void order denied them their fundamental right to due process of law by preventing them from being heard until they do that which is impossible to do.

40. It is axiomatic that one can not vacate that which does not exist.

Judge Finkelstein Both Right and Wrong

41. On 13 October 2018 Wynkoop appeared before Judge Finkelstein to oppose the COOP's motion to consolidate both cases into **LT-081709-18**. Wynkoop's arguments were fully jurisdictional in nature pointing out to the court that there was nothing properly before the court in either matter. Finkelstein said on the record that there was nothing before the court in either matter.

42. Finkelstein improperly advised COOP's alleged attorney Daniel P. Sodroski, that for the cases to be properly before the court Sodroski had to go to the judgement clerk a second time and ask for a default judgement. **In this respect Finkelstein was wrong.** Asking for a judgement in a case where there is no jurisdiction does not magically repair the jurisdictional defects, it only makes such a judgement void as we are taught by case law in this state, at the Federal Level up to the Supreme Court of the United States and many cases from other states. The court is referred to the various citations above.

43. Beyond that Finkelstein failed to do his ministerial duty of dismissing for lack of jurisdiction when he discovered the lack of jurisdiction. Wynkoop made application for this relief in his opposition papers submitted against the Motion to Consolidate. He supported his request with volumes of case law and evidence supporting his position. None of which is addressed by Finkelstein's order. EX-F

New Evidence - Improper Ex-Parte Communications

44. On 16 November 2018 the Attorney General of the State of New York (AG) served on Wynkoop papers in opposition to Wynkoop's Petition for Writ of Prohibition and Mandamus advanced against this court in Kings County Supreme Court under index number 2714-18. As an exhibit to those papers the a true copy of a letter from Daniel P. Sodroski Esquire to Judge Harris was produced. The letter is dated 30 October 2018. The letter does not indicate that Wynkoop, Keske, or Richmond were copied on the letter, and in fact they were not. (Wynkoop Affidavit)

45. Judge Harris had a duty to immediately forward a copy of said communications to all Respondents and invite them to reply if they so desired. He did no such thing. This is a violation of the ethical standards for both Judges and Attorneys in the state of New York. Is this the only improper communication Sodroski has had with the court? No it is not. Further documents found in the papers served by the AG indicate many pages of documents submitted in the case which were never served upon any respondent. There appear to be requests for warrants and affidavits which Respondents know to include false statements.

46. None of this material was ever served on Respondents, and Respondents had no expectation that these ex-parte communications were going on, or that such outrageous violations of due process would be allowed by any court. Respondents had no opportunity to be heard in opposition. Due Process was violated.

47. This is patently improper as follows:

- (a) Respondents properly under CPLR 3022 rejected the defective pleadings of the COOP in a timely fashion, therefore there was nothing before the court.
- (b) Respondents interposed a barrier to the instant action under the common law with their timely rejection, therefore Respondents could not be in default, until at least they were served with corrected pleadings.
- (c) Respondents were present in the various courtrooms at 141 Livingston Street on multiple days arguing motions to dismiss, and consolidate. Clearly respondents should have been served all papers submitted to the court.
- (d) The COOP served it's motion to consolidate on all parties therefore Sodroski knew he had a duty under the law to serve papers he was going to file with the court.

48. Upon information and belief this practice of illegal ex-parte filings and communication has continued as Wynkoop received an email from ecourts saying that COOP had filed for a warrant again.

49. Respondents were served with no papers in connection with this filing. Wynkoop, Keske and Richmond have been deprived of due process of law having been given no notice.

50. It is axiomatic that you can not file for a warrant in a case where the jurisdiction of the court has not been invoked and where the law of the case says that there is nothing before the court.

No Jurisdiction for Many Reasons

51. This court lacks jurisdiction as there is a matter pending in Kings County Supreme Court between these same parties which addresses by order of Justice David Schmidt the collection of rent. (EX-G). That order is binding on all shareholders of the COOP and the COOP as well. The order does not authorize Taylor or Subramanyam to collect rent.

52. There is no dispute before the court as Respondents have complied with the court order of Justice Schmidt and have deposited their rent as required by the order.

53. This court lacks jurisdiction for the COOP's failure to properly serve Respondents and the further failure to file a non defective affidavit of service.

54. This court lacks any jurisdiction in the instant matter as alleged Petitioner lacks authority to bring the action. - Wynkoop Affidavit & Exhibit A – shareholder resolutions.

55. Mr. Taylor and Mr. Subramanyam, are minority shareholders in 622A President street Owners Corporation (COOP). They each hold 20% of the issued shares of the COOP.

56. Wynkoop and Keske hold in common 60% of the shares in the COOP.

57. As the court can see the shareholder resolutions make it clear that neither Taylor nor Subramanyam have any authority to act for the COOP absent a resolution passed by the majority of the shareholders. Bringing the instant action is a fraud upon the court and strips the court of any jurisdiction. Worse yet it is a fraud upon the court by a court officer, Mr. Taylor is an attorney licensed to practice in the state of New York. The instant action is brought on and supported by affidavits and petitions signed by Taylor and Subramanyam who have no authority.

58. The court lacks any jurisdiction because the alleged Petitioner's petition was properly and timely rejected in compliance with NY CPLR 3022 and the common law. - Exhibit – B.

***REJECTION** Alleged Petitioner replied with a rejection of the rejection which did not provide any specifics as to the alleged defect of Respondent's rejection, and therefore was a nullity under both statute and common law.

59. Alleged Petitioner's alleged rejection was rejected in compliance with NY CPLR 3022 and the common law in a timely fashion and is a nullity. - Exhibit - H

60. Alleged Petitioner failed to serve any petition with a valid verification upon any Respondent, even after being put on notice as to the shortcomings in the papers.⁴

61. The court lacks jurisdiction in this matter as Alleged Petitioner submitted initiating documents to the court which were a fraud. No legal process may spring from a fraud upon the court.

62. The court lacks jurisdiction in this matter as Alleged Petitioner submitted supporting documents to the court ex-parte thereby violating Respondents right to due process.

63. Kyle Taylor Esquire, Attorney Registration Number 4662490, is admitted to the bar in the state of New York. Kyle Taylor submitted a verification which he claimed to be signed before a notary in New York County, New York, USA. A search of the roles of notaries showed the alleged notary who witnessed the so-called verification by Kyle Taylor was not commissioned in the State of New York. This means Mr. Taylor knowingly filed a false instrument with the court, thereby committing a crime

⁴ Drake v Touba Harou Cayor Transp., Inc. 2008 NY Slip Op 50468(U) [19 Misc 3d 1102(A)] Decided on February 21, 2008 Supreme Court Bronx County

under New York State Law. An examination of the original document in the records of the court shows that the false notary sealed her signature with a raised seal purporting to be from the province of Ontario, Canada. Upon information and belief Daphne H. Hooper is an attorney working for Affleck Greene McMurtry LLP, Kyle Taylor's employer, in Toronto, Ontario, Canada.

64. The only conclusion with respect to the notarization of the verification is Ms. Hooper and Mr. Taylor falsified it. If she was indeed in New York County at the time the document was signed then her action was criminal, as was Mr. Taylor's. **As she is not a notary the document is a nullity.** If she and Mr. Taylor were in Ontario for the signing of the document it is still a criminal act and a fraud upon the court to file a document claiming to have been notarized in New York County by a person who is no New York Commissioned notary and where the act did not take place in New York County.

65. Respondents do not now, never have, and never will waive their right to a verified petition. The petition in the instant matter fails both on wording and on notarization. Not only did Mr. Taylor put no skin in the game, risking jail time if he lied, but he lied to the court by claiming the document was properly notarized. Proper notarization required Mr. Taylor to appear at the United States Consulate in Canada, or return to the United States and use a notary in this country.

66. Beyond the problem of notarization the so-called verification was facially defective as described in the rejection. (Exhibit – B)

67. In an attempt to "fix" the notary problem on the improper verification the COOP submitted Ex-Parte to the court a "Certificate of Conformity" claiming that the non-verification by Taylor was done in conformity of the laws of Ontario, Canada. (EX-I).

68. This fails to remedy the defect for the following reasons:

- (a) It was not attached to any other papers, and no corrected pleadings were ever served on Respondents with the so called "Certificate of Conformity" attached.
- (b) A defective verification may not be repaired by amending, but rather the papers must be corrected and the corrected version must be served on the party see **GIVENS v. THE STATE OF NEW YORK, #2005-028-557, Claim No. 109842, Motion No. M-69558**. This is a fatal jurisdictional defect.

- (c) Guidance on how to proceed is provided by:

On the facts presented herein, Claimant's only remedy, assuming the original time period set forth in Court of Claims Act § 10 has not run, is to commence a new claim which necessarily includes obtaining a new claim number, filing the

properly verified claim, paying the filing fee and making proper service of same upon the Defendant. Given the due diligence requirement for rejecting a claim as a nullity, this remedy will suffice. - **GIVENS v. THE STATE OF NEW YORK, #2005-028-557, Claim No. 109842, Motion No. M-69558**

69. Attorney for Alleged Petitioner further improperly directed the clerk of the court to process a default when there was no standing to do so as there is nothing properly before the court until the Alleged Petitioners' correct all defects causing a lack of jurisdiction and properly serve all parties. This is an attorney deceit as defined under Judiciary Law 487 and makes Mr. Sodroski liable for damages to Respondents. Additionally as the shareholder resolutions attached as exhibit A were delivered to Ganfer Shore Leeds and Zauderer LLP, Mr. Sodroski is guilty of more than one violation of Judiciary Law 487.

70. Alleged Petitioner admits both by affidavit and attorney statements that substantial dialog was had with Respondents. Alleged Petitioner was obligated to serve all papers delivered to the court for consideration upon each and every Respondent giving respondents the opportunity to be heard in opposition. Here both opportunity and notice have been disgorged from the Housing Court.

71. Putting aside the improper verification the court still lacks jurisdiction as Respondents were not properly served and if by some tortured act of illogic the court deems the petition properly verified where the production of the so-called verification happened contrary to the laws of the State of New York then **a hearing on service is required**, but just a quick reading of the affidavits of service show a glaring defect. Who is "Jeff Doe"? Is the court to accept an unknown, unidentifiable person with no name was questioned about respondents? The affidavit says the attached petition was served, but there is no petition attached.

72. This court lacks jurisdiction as the payment of rent to 622A President Street Owners Corporation is subject to a court order in the ongoing Kings County Supreme Court case of Wynkoop & Keske -v- 622A President Street Owners Corporation, Kyle Taylor, Hillary Taylor, and Rajeev Subramanyam index number 507156-2013 the record of which is available via E-Courts and is incorporated here fully by reference. The court ABOVE has directed how rent payments are to be handled and by who. Taylor and Subramanyam are not in conformance with that order. They come to this court hiding the order of the Supreme Court from this court. They also come to this court with unclean hands for their violation of that order. They committed a fraud upon the court by claiming this court had jurisdiction when they and their attorney on this matter are fully aware of the record in

Wynkoop -v- 622A President Street and know well the order with respect to rent payments. Jurisdiction can not be obtained by fraud. They here use this court to act as a collateral attack upon Respondents without informing this court that **Rent Payments are already subject to an order of a superior court.** Kings County Supreme Court is where they should direct themselves if they desire a modification of the order or any action with respect to rent. Exhibit – G

73. The COOP has no standing to bring an action for rent as there is no valid certificate of occupancy for the property at 622A President Street.

- (a) Taylor and Subramanyam allege in 507156-2013 that the COOP has no valid Certificate of Occupancy. Lacking a proper Certificate of Occupancy the COOP, or rather those Pretenders to COOP management have no standing to start any action in this court.
- (b) No rent is due on any apartment when the building lacks a certificate of occupancy.
- (c) QED ∴ The court lacks jurisdiction.

74. The COOP has breached the lease and comes with unclean hands to this court.

- (a) Taylor and Subramanyam may not invoke the power of this court in the name of the COOP to attempt to cure any alleged breach of lease by Respondents as the COOP is in breach of lease and must cure before it can bring any action against Respondents. In derivative counter claims in Kings County Supreme Court Index Number 507156-2013 Taylor and Subramanyam allege on behalf of the COOP that Apartment 1 is not legal to inhabit and that it violates the New York State Multiple Dwelling Law. They can not “eat their cake and have it too”. In as much as the COOP has alleged in the action in Kings County Supreme Court that apartment 1 is illegal the landlord has no claim to any rents, and in fact owes Wynkoop and Keske all their back rent paid since 1995 as the COOP leased an illegal apartment. This court has no jurisdiction in a case brought by the alleged landlord where the alleged landlord has rented an illegal apartment. An outlaw can not seek the support and help of the law.
- (b) Before the instant action could even be brought Taylor and Subramanyam would have to stipulate that apartment 1 was totally legal and that their cause of action in 507156-2013 is frivolous.

75. Taylor and Subramanyam committed the crime of filing a false instrument when they filed the building registration for the COOP on or about the 12th of September with no authority to do so.

Additionally Taylor claimed to be resident in the building in that filing. The court is directed at the COOP's defective initiating pleadings where this claim is made. The court must take judicial notice of the records of 622A President Street on file with the New York City Department of Buildings, in particular the most recent building registration filing. Mr. Taylor has not been resident in the COOP for years. He currently resides in Ontario, Canada. Filing the building registration without authority to do so, and submitting falsified information with respect to the filing is a criminal act and no legal process can spring from a criminal act the court lacks jurisdiction to hear this case as absent their filing of a fraudulent building registration there would be no filed building registration.

76. The COOP has no standing to bring any action against respondents as it has failed to make repairs that have been requested and which are subject to a court order in 507156-2013 of Kings County Supreme Court. See Wynkoop Affidavit. This is a breach of the warranty of habitability and constructive eviction.

77. The COOP has no standing to bring any action as it has breached the warranty of habitability by leasing an apartment that the COOP alleges is illegal.

78. Ganfer Shore Leeds & Zauderer LLP has no standing to represent the COOP. In addition to the shareholder resolution attached as exhibit A informing them they were not properly retained they represented Mr. Taylor, his wife, and Mr Subramanyam personally in connection with 507156-2013 which can be seen in document 685 in the ecourts record of 507156-2013. They have a conflict of interest.

Conclusion

79. Under the Common Law as well as under NY CPLR 3022 the unverified, improperly served petition starting the instant action was rejected in a timely fashion, therefore there is nothing properly before this court.⁵

80. Alleged Petitioner failed to serve any corrected documents upon respondents, therefore the matter is still not properly before the court.

81. Respondents timely rejected the rejection of their rejection by Alleged Petitioner in full compliance with CPLR 3022 and the common law.

82. Petitioner and Respondents are subject to a court order of Kings County Supreme Court with respect to rent, making any rent dispute beyond the jurisdiction of this court.

⁵ Master v. Pohanka, 44 AD3d 1050 (2nd Dept. 2007); Air New York, Inc. v. Alphonse Hotyel Corp., 86 AD2d 932 (3rd Dept. 1982); Ladore v. Mayor and Board of trustees of the Village of Port Chester, 70 AD2d 603 (2nd Dept. 1979)

83. With respect to a default judgement Alleged Petitioner failed to comply with CPLR 3215(f)⁶. There is no proof of contractual obligation attached to the application for default, therefore there is nothing properly before the court. Subramanyam's self serving affidavit statements are no substitute for a contract.

84. Taylor and Subramanyam have no authority to take any action on behalf of the COOP unless directed to do so by a majority of shareholders as they are not officers or directors of the COOP.

85. Taylor and Subramanyam perjured themselves in representing that they had any authority as officers or directors of the COOP. They further perjured themselves in representing that the Respondents had to send them rent payments.

86. Daniel P. Sodroski Esquire suborned perjury.

87. Taylor, Subramanyam and their attorneys had full knowledge that rent payment was subject to an order from Kings County Supreme Court.

88. Taylor, Subramanyam and their attorneys had full knowledge that they allege there is no valid Certificate of Occupancy for the building in 507156-2013 of Kings County Supreme Court.

89. Taylor, Subramanyam and their attorneys had full knowledge that they allege in 507156-2013 of Kings County Supreme Court that apartment 1 of 622A President Street violates the NY MDL.

90. The above makes the instant action frivolous and done only to harass an opponent they have not been able to defeat in other courts.

91. It was an abuse of discretion and showed prejudice against self-represented litigants for the judge to not grant a totally unopposed motion that was not facially defective. (Wynkoop Affidavit).

Authority for this Cross Motion

92. Under the CPLR cross motions are allowed as opposition to a motion. CPLR 3211 and a long history of case law teaches that jurisdictional challenges may be made at any time, even on appeal.

93. Respondents brought up the jurisdictional challenges to this court within the 60 day limit specified in CPLR 3211. This court made no findings of fact or conclusions of law with respect to jurisdiction therefore that issue is still pending before this court and the motion to dismiss is renewed based on the new evidence of ex-parte communications and filings with the court.

94. Additional new evidence is the court becoming a court of no record in violation Article 6 of the New York State Constitution.

⁶ Manhattan Telecommunications Corporation v. H&A Locksmith, Inc - 2013 NY Slip Op 03867

95. Additional new evidence is the court losing the initiating documents for the instant action as verbalized by Harris on 30 October 2018.

96. The new evidence shows that the court no longer has jurisdiction because of destruction of records and participating in ex-parte communications. The new evidence qualifies this as a motion to renew.

97. This cross motion can also be considered a motion to reargue as the court clearly misapplied the law as has been discussed in the foregoing sections about Harris, Sikowitz and Finkelstein.

98. Additionally when Wynkoop appeared before Judge Finkelstein on 13 October 2018 to oppose the motion to consolidate he made the affirmative application in his papers, and orally, to have the cases dismissed due to the jurisdictional defects. Judge Finkelstein's instructed Wynkoop to make a motion to dismiss, therefore this cross-motion in opposition to the COOP's request for default on or about 29 November 2018 made as a motion to dismiss is made upon instruction of the court.

Demand for Relief

99. Given the foregoing, the attached affidavits and exhibits as well as the complete record of index numbers 6548-2012 and 507156-2013 in Kings County Supreme Court, which are incorporated here by reference, and which the court must take judicial notice of, the court has limited legitimate action that comports with controlling law from the Supreme Court of The United States of America, The New York Court of Appeals, and case law from other courts equal or superior to this court. It must vacate all previous orders, and decisions of this court and dismiss. Any other order would be void abinitio for lack of jurisdiction, just as are all previous orders of this court.

100. The court is here again reminded of **Ex parte McCardle, 74 U.S. (7 Wall.) 506 (1869).**

101. Given the foregoing, the attached affidavits and exhibits as well as the complete record of index numbers 6548-2012 and 507156-2013 in Kings County Supreme Court, which are incorporated here by reference, and which the court must take judicial notice of, the court should dismiss the instant action with prejudice:

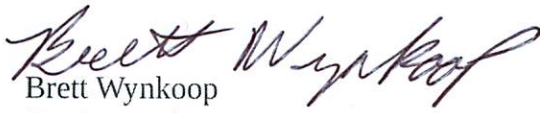
- (a) This action was begun as an end run around a superior court's valid and lawful order.
- (b) COOP hid that information from this court.
- (c) COOP hid from this court that the action where the above referenced order was issued is still in litigation having just gotten to Note of Issue after more than 5 years of litigation.

(d) The pervasive amount of ex-parte communications and filings warrant dismissal with prejudice and also disqualification of the attorney for the COOP and all the judges who have been privy to the ex-parte communications in violation of the rules of professional conduct.

102. Costs must be awarded to Respondents. The award of costs is supported by the RPL 234. Respondents request costs for 120 hours of time used by Wynkoop in fighting this frivolous action. The rate of costs should be \$120/hour (Wynkoop's retail billing rate), or the billing rate of Mr. Sodroski, which ever is greater. Respondents' time is no less valuable than that of a lawyer who brings a frivolous action.

103. Further it is the duty of the court to make proper report about the unethical and illegal behavior of Taylor and Sodroski with respect to this matter.

104. Keske and Wynkoop request this court grant this motion in full.


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



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

AFFIDAVIT OF VERIFICATION

STATE OF NEW YORK:

COUNTY OF KING :ss.

Brett Wynkoop being duly sworn deposes and says that he is a Respondent in this proceeding; that he has written the annexed Memorandum of Law for a Cross-Motion to Dismiss 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.


Subscribed and sworn to

before me this 3rd day of

December 20 18


Brett Wynkoop

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

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

State of New York)

) ss

County of Kings)

Affidavit of Brett Wynkoop

Brett Wynkoop swears under penalty of perjury that all facts related in this affidavit are true and known personally to me except those things stated upon information and belief, which I believe to be true having reasonable information upon which to form that belief.

1. I am a named respondent in **Index No. LT-081709-18** and **Index No. LT-081708-18** in Kings County housing court.
2. In common with my wife I own 60% of the shares of 622A President Street Owners Corporation (COOP).
3. My wife and I have lived at 622A President Street since our purchase in 1995.
4. Kyle Taylor and Rajeev Subramanyam are minority shareholders and each hold 20% of the issued shares of the COOP.
5. Shareholder resolutions have been made that removed them from any managerial position they may have had, or thought they had. True copies of those resolutions are attached as exhibits.
6. Service of a petition to initiate action in housing court against my wife, me, and Eric Richmond has never been perfected.
7. Petitioner attempted service under CPLR 308(4), but did not meet all the requirements set out therein. I requested a Traverse Hearing both orally and in my pre-answer motion to dismiss. These requests were ignored. Upon information and belief once jurisdiction is challenged it must be proven by the person prosecuting the action.
8. On examining the courts file on 30 October 2018 I discovered the affidavit of service for the initiating petition was facially defective and should not have been accepted by the court clerk. The affidavit swore that the attached notice of petition and petition were served, but there was no petition attached. There are other defects known to me, but those are best disclosed via a Traverse Hearing.
9. Petitioner's pleadings were rejected for improper verification with the specific defects clearly spelled out in my notice of rejection. This notice of rejection was served on Petitioner on 17 September 2018, less than one business day from the date Petitioner alleges service of unverified pleadings on me.
10. Attorney for Petitioner acknowledged the timely receipt of same in a letter sent to me via first class mail which he also filed with the court.

11. I saw the letter in the court file before oral argument in front of Judge Harris.

12. Upon information and belief this shows prejudice against unrepresented litigants.

13. On morning of 30 October 2018 I appeared in front of Judge Sikowitz to present a motion to dismiss **LT-081709-18**. Judge Sikowitz denied me my right to due process by refusing to hold a hearing on the motion, refusing to read the motion, and directing me to vacate a non-existing default judgement before I could present any motions to the court.

14. The motion was unopposed, and upon information and belief an unopposed motion that is not facially defective must be granted.

15. On afternoon of 30 October 2018 I appeared before Judge Harris on **LT-081708-18**. Before appearing before the judge my wife, Kathleen Keske, me, and our roommate Eric Richmond had a conference with the judge's law clerk. I described the facial defect in the COOP's initiating petition to the law clerk at which point the gentleman said he had to pull the files for both cases and examine the papers himself.

16. He examined the papers at the desk in the small room behind the Judge's bench with me, my wife, Eric Richmond, and Daniel P. Sodroski (alleged attorney for the COOP) present. He acknowledged the defect in the papers. We were then told to go back to the courtroom and wait. That was about 3:45 PM.

17. At oral argument before Judge Harris I pointed out that there was nothing properly before the court as I had timely rejected the initiating petition as not properly verified.

18. Daniel P. Sodroski, attorney for Petitioner claimed my rejection was untimely whereupon Judge Harris asked me to offer proof that it was timely served. I requested Harris look in the case file for the letter dated 17 September 2018 where Sodroski acknowledged timely service of my rejection. Harris declined to take judicial notice of his own court file!

19. When we were called before Judge Harris he instructed me that I could not object or correct the record when Sodroski made false statements. Upon information and belief Judge Harris violated our right to due process and prevented us preserving our objections for appeal.

20. I asked Judge Harris for a Traverse Hearing on service of process and Judge Harris ignored the request. That same request was in writing in our motion papers.

21. I asked Judge Harris to examine defects of the original initiating petition for the action and Judge Harris announced that he did not have it in the case file. It had been in his law clerk's hands less than an hour before.

22. Mr. Richmond attempted to offer oral arguments in support of the motion to dismiss submitted jointly by my wife and me. Judge Harris informed him he was not allowed to speak. Mr. Richmond had submitted papers in support of the motion which the court accepted.

23. The court claims to have no recording of my appearance in front of Harris. After weeks of trying to obtain the official recording on the hearing on 21 November 2018 the audio records department said no recording existed.

24. Upon information and belief Judge Harris and Judge Sikowitz both violated my right to due process protected under the Constitution of The United States of America and the Constitution of the State of New York.

25. On 13 October 2018 I appeared before Judge Finkelstein in opposition to a motion to consolidate. My opposition was based on the court lacking jurisdiction. Judge Finkelstein agreed that there was nothing properly before the court, but failed to grant my affirmative request made both in my opposition papers and orally for him to dismiss the case for lack of jurisdiction. Instead he instructed opposing counsel that to obtain jurisdiction he had to apply to the default clerk for a default. Upon information and belief application for a default judgement can not cure jurisdictional defects in any case.

26. On 16 October 2018 the Attorney General of the State of New York (AG) served me with papers in opposition to the Petition for Writ of Mandamus and Prohibition that I have initiated against Judges Sikowitz, Harris, and their successors.

27. Attached as exhibits to the opposition papers were what was claimed by the AG to be copies of the case files for both housing court actions. In those files I discovered a large number of ex-parte filings and ex-parte communications with the court. Some of these communications were from before I appeared on 30 October before Judges Sikowitz and Harris, and some were after that appearance.

28. These communications and filings appeared to be after I had interposed under the common law by rejecting the unverified petition which was not properly served upon me.

29. Upon information and belief the only cure for a rejected unverified petition is to correct the pleading and reserve. As of the date of this document I have still not been served with a verified petition.

30. Attorney Daniel P. Sodroski, claiming to work on behalf of 622A President Street Owners Corporation simply walks into court and lies to the judges, or files papers as if there is no problem with his pleadings, this is attorney deceit under Judiciary Law 487.

31. Before both Judge Sikowitz and Judge Harris Sodroski represented that I had to move to vacate my default before I could present any motions to the court. As of Sunday December 2, 2018 there is no order of default entered.

32. The action against my wife, me and our roommate Eric Richmond is an attempt to make an end run around the orders and jurisdiction of Kings County Supreme Court. Judge David Schmidt made an order with respect to rent payments binding on all parties in KSC 507156-2013 and that order does not authorize either Taylor or Subramanyam to collect the rent. In fact they are not authorized to spend any money from the corporate account without my approval according to the terms of that order.

33. In March of 2012 Taylor and Subramanyam first made false claims against me in an attempt to obtain my shares in the COOP and my two apartments representing 3 of the 5 habitable floors of the building. To back up their false claims they put into evidence in Kings County Supreme Court case 6548-2012 false documents. When these were proven false with evidence obtained by subpoena from their lending institutions they doubled down and made accusations of self enrichment on my part.

34. The action under 6548-2012 was eventually dismissed, partly on merits and partly due to defects in their pleadings.

35. Taylor and Subramanyam doubled down and brought claims against me again under index number 507156-2013 in Kings County Supreme Court. They repeated claims that were subject to res judicata as well as adding new claims of embezzlement on my part. It was these unfounded claims which caused Judge Schmidt to issue his order dated 2015-04-13 which was designed to assure that neither faction in the lawsuit could spend moneys without the approval of the other. His order directed all moneys to be deposited directly by the individual shareholders into the corporate bank account at TD bank. It further directed that any removal of those funds be done only with my signature and the signature of either Taylor or Subramanyam.

36. On 14 November 2015 Taylor in violation of the court order removed over \$28,000 from the corporate bank account without my signature. This is not only contempt of court, but it is grand larceny as well. All efforts to have Taylor return the money and abide by the court order have failed. Since November of 2015 neither Taylor nor Subramanyam have deposited their rent in the account from which Taylor stole corporate funds. Shortly after this incident Taylor fled to Canada, where his wife is a citizen.

37. The above shows just some of the dishonest character of those who claim to be officers and directors of the COOP. Neither Taylor nor Subramanyam have any power, they having been removed by shareholder resolution, so any documents they signed in connection with initiating any action on behalf of the COOP against me or my wife are frauds upon the court and false instruments.

38. Taylor listed himself as one of two required contacts on the HPD registration form and according to his own filings in LT-081708-KI and LT-081709-KI listed his address as 622A President street. I have not seen him in New York City in years and there is no video footage from the hallway cameras in the last 6 months. He does not live in the building and his filing with HPD also amounted to filing a false instrument in the second degree. A quick Google search shows that he is employed as an attorney in Toronto. The phone number he provided the court in ex-parte communications is a Toronto phone number.

39. Given the easily shown falsehood of Taylor's place of residence upon information and belief it is unwise to trust anything he says to be true. The fact that he is not willing to speak the truth can be seen in the defective verification attached to the initiating pleadings for LT-081708-KI and LT-081709-KI. He swears "to the best of his knowledge that things are true". This is much different from swearing that he knows things to be true and does not comport with CPLR 3020.

40. Upon information and belief as an attorney Taylor knows he is creating a get out of jail free card if anyone catches him in a lie in filed papers with such a defective verification. He can of course say that his knowledge was faulty.

41. To rebut some specific lies in the papers filed with the court let us start with authority to file. Neither Taylor nor Subramanyam have authority to bring a case on behalf of the COOP.

42. False statements in the unverified petition:

- a) No 10 day notice was properly served upon anyone. That we discovered the alleged demand, and were able to properly reject it for Taylor's lack of authority was an accident. No proper service was made.
- b) The alleged rent rate is not the proper rent rate. The proper rent rate is \$440/floor, meaning Unit 2 being a single floor unit would have a rent rate of \$440/month and Unit 1 being 2 floors has a rent of \$880/month. Taylor and Subramanyam allege differently because they hope that by ignoring my greater share interest due to the size of the first floor and claiming that all the rents are the same for any apartment no matter what size it might be they can invalidate 1/3 of my shares in the company.
- c) Taylor also lists assessments as part of the back rent. The COOP runs by shareholder vote with no directors or officers per-se and no shareholder vote has been held for any assessments.
- d) Paragraph 12 of Taylor's unverified petition shows his lie to HPD with respect to his location. As of this writing apartment 3 is vacant his unauthorized subletter having moved out recently.
- e) Taylor claims that I have paid no rent, yet he only offers his words as proof. I have been and continue to be in compliance with the order of Judge David Schmidt dated 2015-04-13. Upon information and belief neither Taylor nor Subramanyam are in compliance with the order of the Supreme Court.
- f) Taylor falsified the notarization of his otherwise defective verification. Daphne H. Hooper who signed as notary with a jurat of New York County is no notary in New York State. The Kings County District Attorney has a story on his web site about a person in Brooklyn that he indicted on charges of filing a false instrument for doing the exact same thing in filings in housing court.

43. Turning now to Subramanyam's "AFFIDAVIT OF [sic] DEFAULT/PERSONAL KNOWLEDGE there are the following falsehoods:

- a) Subramanyam is President of nothing. The COOP has only 4 units, 4 owners, and is run directly by shareholders. Actions of the COOP are decided by shareholder resolution.
- b) His paragraph 2 claims the proceeding was commenced by "the owner and landlord". In reality since Taylor and Subramanyam have no authority to act on behalf of the corporation,

and by court order can not disperse moneys on behalf of the COOP the action was brought by them while waiving the flag of the COOP as cover for their attempt at self enrichment by obtaining my apartments and shares via the housing court since they can not do so even with false filings and lies in Supreme Court.

- c) The claim in Paragraph 2 that my wife and I fail to pay rent is false. He just does not like where the rent is paid in accord with the Order of Kings County Supreme Court, because the moneys are outside his unilateral control. Should he want to spend some of the rent monies he needs my approval by Court Order. He has therefore never submitted a bill or invoice for approval and our joint signature on the check.
- d) Paragraph 3 he claims to know that service happened and how it happened, but that is nothing more than hearsay and can not be admitted in any court.
- e) Paragraph 6 Subramanyam claims that I have made no answer, or otherwise appear. Since all papers associated with the false eviction proceedings, including the rejection of the unverified petition and all motion papers that have been served have been served on Attorney Daniel P. Sodroski there is no way for him to know if response, answer, or appearance has been made. I have never seen him in court at 141 Livingston Street. In short he lies and both my rejection under common law and cplr 3022 of the unverified pleadings and motions and opposition to motions would seem to indicate his lie as well.
- f) To be clear Respondents “Answer” to the unverified petition was to reject it and treat it as a nullity under CPLR 3022. This is a fact Attorney Sodroski was aware of as he submitted a letter to the court confirming receipt of Respondents Rejection.
- g) In Paragraph 7 of his own affidavit he acknowledges that someone told him something about the rejections. Again not personal knowledge and not appropriate in an affidavit of “personal knowledge”.
- h) Further without being a lawyer, or having read the law for years he makes the legal conclusion based on things other people told him that “Respondents are in default”. Having admitted he has no personal knowledge, does not know the law it is impossible for him to state “Respondents are in default”. Upon information and belief that is the sort of conclusive statement that he hoped would convince the warrant clerk to issue a default.

- i) Paragraph 8 he repeats his false statement that he is President. With my owning 60% of the voting shares of the COOP I can say for certain that he has no corporate title or responsibility.
- j) In his summation in Paragraph 12 Subramanyam alleges "Respondents are in default of their Proprietary Lease". It is not even possible to be in default of a lease. One can be in breach of lease, but not default. One can be in default of a court case for not answering, but only where an answer is required and in the instant matter no answer is required as the unverified petition was rejected.

44. Upon information and belief since a new warrant request has been submitted there may be other papers that require rebutting that have been filed ex-parte.

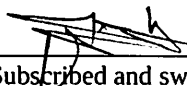
45. According to court filings made by Subramanyam and Taylor in the name of the COOP in Kings County Supreme Court 622A President Street has no valid certificate of occupancy.

46. According to court filings made by Subramanyam and Taylor in the name of the COOP in Kings County Supreme Court apartment 1 of 622A President Street is not legal for habitation.

47. Given the foregoing the COOP is in breach of lease, not me. In fact while I have paid my correct rent I am under no obligation to pay any rent while the breach continue.

48. There is damaged and leaking plumbing in the ceiling of my unit 1 apartment that the COOP has refused to repair. Payments for such things require the signature of either Taylor and Subramanyam, so I can not without their approval, according to court order, expend the funds to hire a plumber to make the repairs. The problem has gone on for 2015. This amounts to constructive eviction and again I would owe no rent.

49. Subramanyam and Taylor are terrorizing my wife and me with malicious prosecution in housing court in an attempt to obtain from housing court via their lies, half truths, and omissions that which they can not obtain from Supreme Court. As an example they did not bother to tell the court that there was an order from a superior court pertaining to rent and they were not the rent collectors.


Subscribed and sworn to

before me this 31st day of

December 2018



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



Brett Wynkoop
622A President Street
Brooklyn, NY 11215
917-676-6198

<p>CIVIL COURT OF THE CITY OF NEW YORK COUNTY OF KINGS HOUSING PART</p> <p>-----X</p> <p>622A PRESIDENT STREET OWNERS CORP., Petitioner-Landlord,</p> <p>-against</p> <p>BRETT WYNKOOP and KATHLEEN KESKE 622A President Street Apartment 2 Brooklyn, New York 11215,</p> <p>Respondent-Tenants,</p> <p>"JOHN DOE" and "JANE DOE" 622A President Street Apartment 2 Brooklyn, NY 11225,</p> <p>Respondent(s)-Undertenat(s)</p> <p>-----X</p>	<p>Index No. 081709 & 081708</p> <p>Affidavit of Brett Wynkoop</p> <p>In Support of</p> <p>Motion to Dismiss</p>
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State of New York)
County of KINGS) ss.:

Brett Wynkoop being duly sworn under penalty of perjury does depose and say the following is true and known personally by me, except those things stated upon information and belief, which I believe to be true and have proper information upon which to form such a belief:

1. 622A President Street Owners Corporation is a domestic housing cooperative corporation with 4 shareholders as follows:
 - i. Kathleen Keske – holds 60% of the shares jointly with Wynkoop & lease for unit 1 and 2
 - ii. Brett Wynkoop - holds 60% of the shares jointly with Keske & lease for unit 1 and 2
 - iii. Kyle Taylor – holds 20% of the shares and the lease for unit 3, which is currently sublet
 - iv. Rajeev Subramanyam – holds 20% of the shares and the lease for unit 4, which is currently sublet
2. My wife and I are shareholders in 622A President Street Owners Corporation and hold the proprietary leases for Unit 1 and Unit 2 of the property at 622A President Street. We hold 60% of the issued shares of stock in the COOP. We have been resident in the building since 1995.
3. The COOP is self run by the shareholders, as it has been during most of the time it has been in existence.

4. Prior to 2012 the building was run informally with each shareholder having an equal voice in the affairs of the COOP. To comply with a request from Taylor and Subramanyam for more formality in the operation of the COOP during the pendency of the multiple cases over the past 6 years the shareholders enacted the resolutions attached as Exhibit-A. As the court can clearly see those resolutions make it very clear that neither Subramanyam nor Taylor have authority to act on behalf of the COOP.
5. Since March of 2012 Kyle Taylor and Rajeev Subramanyam, the minority shareholders in the COOP, each holding 20% of the stock issued have been trying to evict my wife and me, cancel our leases and cancel our shares for their own enrichment. Among their claims in prior actions were that we absconded with the cellar of the building contrary to the proprietary lease. To support these false allegations they entered into evidence in Kings County Supreme Court an altered form of the lease with the page that provided that Unit 1 of the building was a duplex and had full private use of the cellar removed.
6. Their goal starting in 2012 upon information and belief is to cancel my shares, and evict my wife and me leaving them as the only shareholders, and turning the building into a rental property. They are at this time subletting both of their units without proper authorization.
7. The affidavits presented to the court, some of which were never served upon my wife or me, by Taylor and Subramanyam tell a very good story, but that is all it is a story. It is a story they made up out of whole cloth to achieve their ends of self enrichment. When their fraud upon the court in 2012 was pointed out to them rather than withdraw their case they doubled down and accused me of taking COOP funds for my own use and enjoyment, that has been shown false by examination of the COOP bank records. To say their course in Kings County Supreme Court has been one of smoke and mirrors would be an understatement. Not being able to wrest our apartments from us in 6 years of litigation in Kings County Supreme Court and The Appellate Division – Second Department, they now turn to this court while operating under false flag.
8. Neither Subramanyam nor Taylor are authorized to take any actions on behalf of the COOP. The court is directed to the shareholder resolutions attached as Exhibit A.
9. Upon reading the petition filed with this court in the instant matter I discovered the verification was defective as described in detail in my notice of rejection. All respondents rejected the unverified petition in a timely fashion.
10. Taylor and Subramanyam, have no standing to sign anything on behalf of the COOP and would of necessity have to bring the instant action as a derivative action. Nevertheless they did not

correct the invalid verification, and to this date have failed to serve upon any Respondent a properly verified petition.

11. Upon information and belief there has been no court order to compel Respondents to accept the unverified and improperly served initiating papers for the instant action.
12. On 19 October 2018 I inspected the file for the instant action at the clerks office at 141 Livingston Street. In the file I discovered a request for final judgement on default, and some documents claiming to cure the defective verification as well as other supposed supporting documents. The request for default and the affidavit attached from Subramanyam indicate that there was considerable engagement between Respondents and the Alleged Petitioner, who also engaged the Respondents with respect to the unverified petition. Engagement under the common law precludes a default, and there is the little matter of a non-verified petition being a nullity.
13. Moreover there are over 40 pages of documents in the court file supplied by Mr. Sodroski allegedly on behalf of 622A President Street Owners Corporation which were never served on any Respondent.
14. Failure to serve these currently ex-parte documents on Respondents has denied all respondents NOTICE and wrests the court of jurisdiction.
15. On April 13 2015 the late Justice Schmidt produced an order in Kings County Supreme Court Index Number 507156-2013 with respect to payment of rent by all parties involved in that action. That action is on going. Taylor, Subramanyam, and Sodroski are aware of the order as they are all parties or attorneys in 507156-2013.
16. No party subject to the April 13 2015 order, Taylor, Subramanyam, Keske, Wynkoop, or 622A President Street Owners Corporation has asked for any change or modification to the order in the court that issued the order.
17. No party subject to the order has the right to seek to modify it by bringing the matter to another court, yet that is exactly what is being attempted in the instant action. The proper venue for any change to the rent order is the court that issued the order and still holds the case with which the order is associated.
18. In counterclaims brought on behalf of 622A President Street Owners Corporation against my wife and me by Subramanyam and Taylor they represent that the cellar of the building, ½ of my unit 1 apartment is illegal under the MDL.
19. In the action under 507156-2013 Subramanyam and Taylor on behalf of 622A claim there is no valid Certificant of Occupancy for the building.

20. Here Subramanyam and Taylor attempt to collect rent which the COOP would only be entitled to if the COOP had a valid Certificate of Occupancy and if apartment 1 was not illegal. Clearly they have lied to one court or the other.
21. The plumbing between the second and first floor is leaking, there is water ingress on the second floor via the facade. Taylor and Subramanyam moved the Supreme Court to be the only ones permitted to attend to these conditions, and have failed make needed repairs for the past 3 years. This amounts to constructive eviction.
22. With respect to service of the unverified, nullity of a petition, service was never properly completed per the CPLR and I do not waive service.
23. The affidavit of service shows an obvious fictional character Jeffery Doe, who it is claimed was questioned with respect to Respondents' military service and other particulars. This Jeffery Doe is only mentioned under a fictional name, and there are no details provided by which one might subpoena Mr. Doe in a challenge to service. Upon information and belief no such person exists and further there are other falsehoods present in the affidavit of service, which will be examined at a Traverse Hearing should the court not dismiss the instant action.
24. Examination of the original Petition Verification, contained in the courts files, signed by Taylor indicates that it was signed in New York County and notarized by a Notary from Ontario Canada. Upon information and belief this is illegal, attorney deceit, and a fraud upon the court.
25. As outlined above this action is part of a larger action already before the Supreme Court, and the Supreme Court has an order in place with respect to rent, therefore this court has no jurisdiction with respect to any questions about rent.

Dated: Brooklyn, NY – October 22, 2018

STATE OF Missouri

COUNTY OF Kings

Sworn to and subscribed before me this

30th day of September, 2018, by Brett Wynkoop

22nd OCTOBER



Brett Wynkoop

622A President Street

Brooklyn, NY 11215

917-642-6925



KAMAL P. SONI

Notary Public, State of New York

No. 01SO6089949

Qualified in Kings County

Commission Expires March 31, 2019

EXHIBIT A

**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.

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 122
Holder of 82.5 shares

By: Kathleen Keske
Kathleen Keske,
Shareholder and Lessee of Unit 122
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.

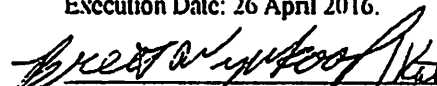
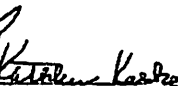
WHEREAS, this misrepresentation caused the inspector of elections to err in her duty and improperly tally the vote.

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 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 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 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

A handwritten signature in black ink, appearing to be 'BEM' with a long, sweeping flourish extending to the right.

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 hereby repealed, reversed, and canceled with any financial obligation associated with those actions falling on Taylor, Taylor, and Subramanyam.

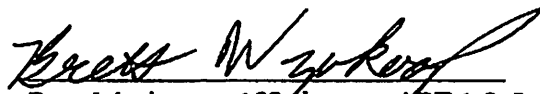
RESOLVED, Taylor, Taylor, and Subramanyam are directed to provide full access to any corporate accounts they have set up in the name of 622A President Street Owners Corporation to Brett Wynkoop.

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 B

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

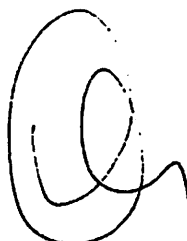
That on 9/17/2018 at approximately 12:00 PM, I served the within **AFFIDAVIT REJECTION OF PETITION, REJECTED NOTICE OF PETITION and REJECTED PETITION** by personally delivering to and leaving with a man who refused to give me his name but who told me to "leave it on the desk" for Ganfer Shore Leeds & 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 D...
ary Public, Sta...
No. 01DUS
21

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

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

Index No. 08170-3
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
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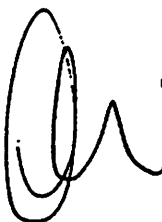
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Age: 60+/- yrs Height: 6' Weight: 240 lbs
Gender: Male Other: Tall, overweight, bald, glasses, white male in business suit.
At :

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



TIFFANY DUSE
Notary Public, State of New York
No. 01DU623200
Qualified in Kings County
Commission Expires Nov. 12, 2021

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.



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

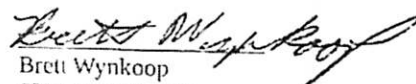
19. The signatory, Kyle Taylor and his retained counsel Daniel P. Sodrowski, and his employer, Ganfer Shore, should note that upon receiving a common law rejection of the Petition, Petitioner cannot ethically or legally attempt to proceed in the case until such time as Kyle Taylor and his retained counsel,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

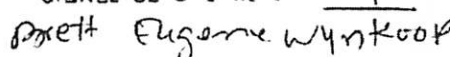
20. Any action other than correcting the improper verification and reserving or making a motion to compel acceptance of the verified petition may subject Kyle Taylor and his retained counsel, Daniel P. Sodrowski, and his employer, Ganfer Shore, to sanctions and treble damages under Judiciary Law 487.


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

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

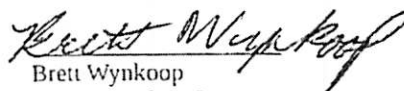
19. The signatory, Kyle Taylor and his retained counsel Daniel P. Sodrowski, and his employer, Ganfer Shore, should note that upon receiving a common law rejection of the Petition, Petitioner cannot ethically or legally attempt to proceed in the case until such time as Kyle Taylor and his retained counsel,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

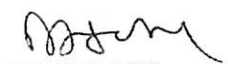
21. The signatory to the Petition, Kyle Taylor, should note, the Affiant is aware of the filing of a false instrument by Kyle Taylor in Kings Supreme case 6548/2012 wherein Kyle Taylor submitted an unsigned 40 page lease while misrepresenting to the court, by omission, that the 41 page lease he signed 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 Wynkoop


PIYUSH B. SONI
Notary Public, State of New York
No. 01506038647
Qualified in Kings County
Commission Expires March 20, 2022

reject-081709.odt

3 of 3

EXHIBIT C

Civil Court of the City of New York
County of Kings
Part: Part G, Room: 509
Date: October 30, 2018

Index #: LT-081709-18/KI
Motion Seq #: 1

Decision/Order

622A President Street Owners Corp
Petitioner(s)

Present: Marcia J. Sikowitz
Judge

-against-
Brett Wynkoop; Kathleen Keske; "John" "Doe"; "Jane" "Doe"
Respondent(s)

404

Recitation, as required by CPLR 2219(A), of the papers considered in the review of this OSC for:
restoring the case to the calendar for a date certain to dismiss the proceeding

PAPERS

NUMBERED

Notice of Motion and Affidavits Annexed

Order to Show Cause and Affidavits Annexed

Answering Affidavits

Replying Affidavits

Exhibits

Stipulations

Other

1-2

Upon the foregoing cited papers, the Decision/Order in this Motion is as follows:

The OSC by respondent B. Wynkoop is denied without prejudice to renew by proper OSC. Respondent fails to request an order vacating his default and he fails to state an excusable default or meritorious defense.

Date: _____

MARCIA J. SIKOWITZ
JUDGE, HOUSING COURT
Judge, Civil/Housing Court

Generated: October 22, 2018

OCT 30 2018

EXHIBIT D

From: audiorecords <audiorecords@nycourts.gov>
To: "ecourts@wynn.com" <ecourts@wynn.com>
Subject: Audio Request
Date: Wed, 21 Nov 2018 21:19:35 +0000

Good Afternoon,

I only see Index 81709/18 for 10/30/2018, not 81708/18 as you stated. Please see attached Audio.

Thank you.

Audio Records Officer

[CIVKIN10-FTR509_20181030-0958_01d470371e67ac50.wma audio/x-ms-wma (7871196 bytes)]

EXHIBIT E

Civil Court of the City of New York
County of Kings
Part: Part S, Room: 504
Date: October 30, 2018

Index #: LT-081708-18/KJ
Motion Seq #: 1

Decision/Order

622A President Street Owners Corp.,
Petitioner(s)

Present: David Alan Harris
Judge

-against-
Brett Wynkoop; Kathleen Keske; "John" "Doe"; "Jane" "Doe"
Respondent(s)

Recitation, as required by CPLR 2219(A), of the papers considered in the review of this Motion for:
restoring the case to the calendar for a date certain to dismiss the proceeding

PAPERS

NUMBERED

Notice of Motion and Affidavits Annexed
Order to Show Cause and Affidavits Annexed
Answering Affidavits
Replying Affidavits
Exhibits
Stipulations
Other _____

1

Upon the foregoing cited papers, the Decision/Order in this Motion is as follows:

Respondent's order to have a summary judgment as a "pre-answer motion" is denied. Respondents failed to timely respond to make this motion; it was not made "before the service of the responsive pleading [was] required" (CPLR 3211(e)).

Respondents neither moved timely nor answered, and failed to seek relief from their default.

Copies of this decision are being mailed to Respondents.

Date: 10/31/18

DAH

Judge, Civil/Housing Court

Generated: October 22, 2018

Hon. David A. Harris
Judge, Housing Court

EXHIBIT F

Civil Court of the City of New York
County of Kings
Part: Part G, Room: 509
Date: November 9, 2018



Index #: LT-081709-18/K1
Motion Seq #: 2

Decision/Order

622A President Street Owners Corp
Petitioner(s)

Present: Marcia J. Sikowitz
Judge

-against-
Brett Wynkoop; Kathleen Keske; "John" "Doe"; "Jane" "Doe"
Respondent(s)

Recitation, as required by CPLR 2219(A), of the papers considered in the review of this Motion for:
Consolidate Indexes

PAPERS	NUMBERED
Notice of Motion and Affidavits Annexed	_____
Order to Show Cause and Affidavits Annexed	_____
Answering Affidavits	_____
Replying Affidavits	_____
Exhibits	_____
Stipulations	_____
Other _____	_____

Upon the foregoing cited papers, the Decision/Order in this Motion is as follows:

The motion to consolidate is denied.
As respondents have not answered
either the case or the case will
while, want to consolidate, petitioner
remedy is to seek a default judgment
with the court clerk for failure to
answer.

Date: 11/13/18

Marcia J.

Judge, Civil/Housing Court

Generated: November 1, 2018

MARC FINKELSTEIN
JUDGE, HOUSING COURT

EXHIBIT G

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

P R E S E N T:

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

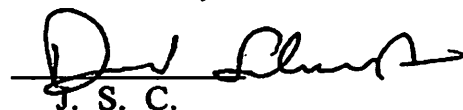
preliminary injunctions previously issued by this court under motion sequence number 10 are hereby vacated; it is further

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 H

AFFIDAVIT OF SERVICE

State of New York)
County of New York)

The undersigned being duly sworn, deposes and says:

Daniel Hukow is not a party to the action, is over
(name of person serving papers)

18 years of age and resides at 311 West 24th Street 21E
New York, NY 10011
(complete address of person serving papers)

That on 9.24.2018 15:15 pm, deponent served the within
(date of service)
affidavit of rejection, rejected notice of petition, rejected petition & exhibits, shareholder resolutions 2015-2018
(name of document[s] served)

upon 622A President St. Owners Corp's alleged attorneys Ganfer Shore Leeds & Zauderer LLP located at
(name of person/corporation served)

360 Lexington Ave - 14th fl, New York, NY 10017

(complete address where other party/corporation served)

by delivering a true copy of the aforesaid documents personally to the above named attorneys:

I handed the papers to a tall black man, white hair, sitting at the receptionist desk on the 14th floor. He was wearing a navy/blue gym shirt. He had glasses.



Signature of person serving papers

Daniel Hukow

Printed Name

Sworn to before me this 24th

day of Sep 2018


Notary Public

Jose A. Gomez
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GO6347695
Qualified in Kings County
Commission Expires: 09/12/2020

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
Brooklyn, New York 11215,

Respondent-Tenants,

"JOHN DOE" and "JANE DOE"

622A President Street
Apartment 1
Brooklyn, NY 11225,

Respondent(s)-Undertenat(s)

-----x

Index No. 081708

**AFFIDAVIT REJECTING THE
REJECTION
OF
THE REJECTION
OF
THE PETITION
AND
REJECTING CPLR 3215(g)(3) NOTICE
ALLEGED TO BE ON BEHALF
OF
622A PRESIDENT STREET OWNERS
CORPORATION**

AFFIDAVIT OF REJECTION

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

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

1. Your alleged CPLR 3215(g)(3) notice is hereby rejected as unripe under CPLR 308.
2. Your alleged CPLR 3215(g)(3) notice is hereby rejected, as under the common law, substantive interaction with opposition is an appearance. Default is no longer available.
3. Your rejection of my rejection of your defective initiating papers is rejected for failing to state in specific terms what was legally insufficient in my rejection.
4. Your petition is again rejected as not being properly verified. The alleged verification by Mr. Taylor swears to nothing. For your reference CPLR 3020 describes clearly what words must be contained in a valid verification:

"A verification is a statement under oath that the pleading is true to the knowledge of the deponent,..."

As previously explained to you 'true to the knowledge of the deponent' is not the same as 'true to the best of the deponent's knowledge'. I do not waive my right to a verified pleading.

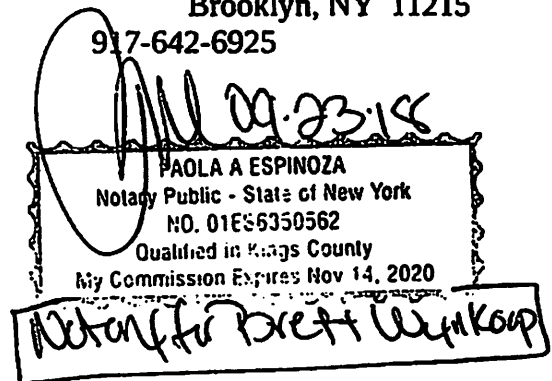


5. I have caused strict search to be made of the roll of notaries for the State of New York and Daphne H. Hooper is not a notary in the state of New York making the alleged verification a nullity as well.
6. My previous rejection of your unverified petition comported with both the CPLR and Common Law in that it stated in specific detail how your document was defective on it's face, and my rejection was timely.
7. Failure to properly verify an initiating pleading renders it a nullity.
8. As a minority shareholder who holds no director or officer position Mr. Taylor has no authority to take any action on behalf of the COOP. Both your firm and Mr. Taylor were previously provided with the attached shareholder resolutions.
9. As noted on the shareholder resolution dated 16 August 2018, your firm is not engaged by 622A President Street Owners Corporation and any representation by you that you are hired counsel for the COOP is a violation of Judiciary Law 487.

Dated: Brooklyn, NY - September 23, 2018
STATE OF NEW YORK
COUNTY OF KINGS
Sworn to and subscribed before me this
23 day of September, 2018, by Brett Wynkoop



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



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 THE
REJECTION
OF
THE REJECTION
OF
THE PETITION
AND
REJECTING CPLR 3215(g)(3) NOTICE
ALLEGED TO BE ON BEHALF
OF
622A PRESIDENT STREET OWNERS
CORPORATION**

AFFIDAVIT OF REJECTION

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

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As previously explained to you 'true to the knowledge of the deponent' is not the same as 'true to the best of the deponent's knowledge'. I do not waive my right to a verified pleading.



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6. My previous rejection of your unverified petition comported with both the CPLR and Common Law in that it stated in specific detail how your document was defective on it's face, and my rejection was timely.
7. Failure to properly verify an initiating pleading renders it a nullity.
8. As a minority shareholder who holds no director or officer position Mr. Taylor has no authority to take any action on behalf of the COOP. Both your firm and Mr. Taylor were previously provided with the attached shareholder resolutions.
9. As noted on the shareholder resolution dated 16 August 2018, your firm is not engaged by 622A President Street Owners Corporation and any representation by you that you are hired counsel for the COOP is a violation of Judiciary Law 487.

Dated: Brooklyn, NY - September 23, 2018
STATE OF NEW YORK
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Sworn to and subscribed before me this
23 day of September, 2018, by Brett Wynkoop


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

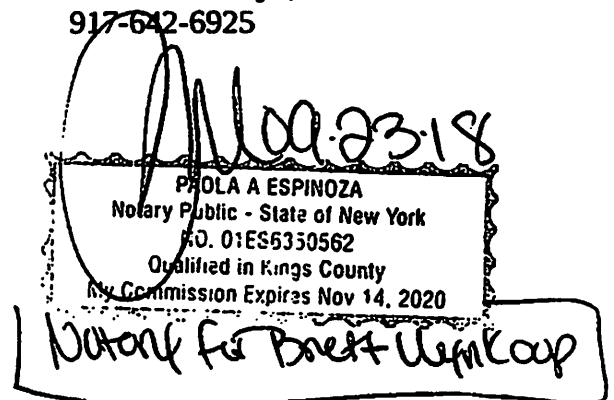


EXHIBIT I

ACKNOWLEDGEMENT MADE OUTSIDE NEW YORK STATE

PROVINCE OF ONTARIO }

} SS.:

COUNTRY OF CANADA }

The undersigned does hereby certify that she is an attorney-at-law duly admitted to practice and residing in the Province of Ontario, Canada; that she is a person duly qualified to make this certificate of conformity pursuant to Section 2309(c) of the New York Civil Practice Law and Rules and Section 299-a of the New York Real Property Law; that she is fully acquainted with the laws of the Province of Ontario, Canada pertaining to the acknowledgment or proof of affidavits and of deeds of real property to be recorded therein; that the foregoing Verified Petition by Kyle Taylor, named in the foregoing instrument taken before me, a notary public of the Province of Ontario, Canada, was taken in the Province of Ontario, Canada (not in the State of New York as inadvertently stated in the Verification), and in the manner prescribed by such laws of the Province of Ontario, Canada, being the country in which it was taken; and that it duly conforms with such laws and is in all respects valid and effective in such country.

Witness my signature this 26 day of September, 2018.


Daphne H. Hooper

Law Society of Ontario No. 70915C

2018 OCT -2 AM 9:34

ACKNOWLEDGEMENT MADE OUTSIDE NEW YORK STATE

The undersigned does hereby certify that she is an attorney-at-law duly admitted to practice and residing in the Province of Ontario, Canada; that she is a person duly qualified to make this certificate of conformity pursuant to Section 2309(c) of the New York Civil Practice Law and Rules and Section 299-a of the New York Real Property Law; that she is fully acquainted with the laws of the Province of Ontario, Canada pertaining to the acknowledgment or proof of affidavits and of deeds of real property to be recorded therein; that the foregoing Verified Petition by Kyle Taylor, named in the foregoing instrument taken before me, a notary public of the Province of Ontario, Canada, was taken in the Province of Ontario, Canada (not in the State of New York as inadvertently stated in the Verification), and in the manner prescribed by such laws of the Province of Ontario, Canada, being the country in which it was taken; and that it duly conforms with such laws and is in all respects valid and effective in such country.

Daphne H. Hooper

Law Society of Ontario No. 70915C

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. 081709-18

Index No. 081708-18

Memorandum of Law

In Support of

Motion to Dismiss

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 only to challenge jurisdiction and to have this matter dismissed.

No Jurisdiction

1. This court lacks any jurisdiction in the instant matter as alleged Petitioner lacks authority to bring the action. - Wynkoop Affidavit & Exhibit A – shareholder resolutions.
2. Mr. Taylor and Mr. Subramanyam, are minority shareholders in 622A President street Owners Corporation (COOP). They each hold 20% of the issued shares of the COOP.
3. Wynkoop and Keske hold in common 60% of the shares in the COOP.
4. As the court can see the shareholder resolutions make it clear that neither Taylor nor Subramanyam have any authority to act for the COOP absent a resolution passed by the

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

majority of the shareholders. Bringing the instant action is a fraud upon the court and strips the court of any jurisdiction. Worse yet it is a fraud upon the court by a court officer, Mr. Taylor.

5. The court lacks any jurisdiction because the alleged Petitioner's petition was properly and timely rejected in compliance with NY CPLR 3022 and the common law. - Exhibit – B.
*****REJECTION**** Alleged Petitioner replied with a rejection of the rejection which did not provide any specifics as to the alleged defect of Respondent's rejection, and therefore was a nullity under both statute and common law.
6. Alleged Petitioner's alleged rejection was rejected in compliance with NY CPLR 3022 and the common law in a timely fashion and is a nullity. - Exhibit - C
7. Alleged Petitioner failed to serve any petition with a valid verification upon any Respondent, even after being put on notice as to the shortcomings in the papers.²
8. The court lacks jurisdiction in this matter as Alleged Petitioner submitted initiating documents to the court which were a fraud. No legal process may spring from a fraud upon the court.
9. Kyle Taylor Esquire, Attorney Registration Number 4662490, is admitted to the bar in the state of New York. Kyle Taylor submitted a verification which he claimed to be signed before a notary in New York County, New York, USA. A search of the roles of notaries showed the alleged notary who witnessed the so-called verification by Kyle Taylor was not commissioned in the State of New York. This means Mr. Taylor knowingly filed a false instrument with the court, thereby committing a crime under New York State Law. An examination of the original document in the records of the clerk shows that the false notary sealed her signature with a raised seal purporting to be from the province of Ontario, Canada. Upon information and belief Daphne H. Hooper is an attorney working for Affleck Greene McMurtry LLP, Kyle Taylor's employer, in Toronto Ontario.
10. The only conclusion with respect to the notarisation of the verification is Ms. Hooper and Mr. Taylor falsified it. If she was indeed in New York County at the time the document was signed then her action was criminal, as was Mr. Taylor's. As she is not a notary the document is a nullity. If she and Mr. Taylor were in Ontario for the signing of the document it is still a criminal act and a fraud upon the court to file a document claiming to have been notarised in New York County by a person who is no New York Commissioned notary and where the act did not take place in New York County.

² Drake v Toubia Harou Cayor Transp., Inc. 2008 NY Slip Op 50468(U) [19 Misc 3d 1102(A)] Decided on February 21, 2008 Supreme Court Bronx County

11. Respondents do not now, never have, and never will waive their right to a verified petition. The petition in the instant matter fails both on wording and on notorisation. Not only did Mr. Taylor put no skin in the game, risking jail time if he lied, but he lied to the court by claiming the document was properly notorised. Proper notorisation required Mr. Taylor to appear at the United States Consulate in Canada, or return to the United States and use a notary in this country.
12. Beyond the problem of notorisation the so-called verification was facially defective as described in the rejection. (Exhibit – B)
13. In an attempt to “fix” the notary problem on the improper verification Taylor and Subramanyam submitted to this court ex-parte a pair of statements signed by Hooper attesting to her being a wonderfully qualified notary in Canada and attempting to excuse her and Taylor’s crime and fraud upon the court. These statements are of no moment as there is only one way to cure an improper verification, and that is to make the correction and serve all parties the corrected papers. It should also be noted that these statements by Hooper were never served upon Respondents, and therefore are not properly before the court.
14. Attorney for Alleged Petitioner further improperly directed the clerk of the court to process a default when there was no standing to do so as there is nothing properly before the court until the Alleged Petitioners’ correct all defects causing a lack of jurisdiction properly serve all parties. This is an attorney deceit as defined under Judiciary Law 487 and makes Mr. Sodroski liable for damages to Respondents. Additionally as the shareholder resolutions attached as exhibit A were delivered to Ganfer Shore Leeds and Zauderer LLP, Mr. Sodroski is guilty of more than one violation of Judiciary Law 487.
15. In as much as Alleged Petitioner admits both by affidavit and attorney statements that substantial dialog was had with Respondents Alleged Petitioner was obligated to serve all papers delivered to the court for consideration upon each and every Respondent.
16. Putting aside the improper verification the court still lacks jurisdiction as Respondents were not properly served and if by some tortured act of illogic the court deems the petition properly verified where the production of the so-called verification happened contrary to the laws of the State of New York then a hearing on service is required, but just a quick reading of the affidavits of service show a glaring defect. Who is “Jeff Doe”? Is the court to accept an unknown, unidentifiable person with no name was questioned about respondents?
17. This court lacks jurisdiction as the payment of rent to 622A President Street Owners Corporation is subject to a court order in the ongoing Kings County Supreme Court case of

Wynkoop & Keske -v- 622A President Street Owners Corporation, Kyle Taylor, Hillary Taylor, and Rajeev Subramanyam index number 507156-2013 the record of which is available via E-Courts and is incorporated here fully by reference. The court ABOVE has directed how rent payments are to be handled and by who. Taylor and Subramanyam are not in conformance with that order. They come to this court hiding the order from this court. They also come to this court with unclean hands for their violation of that order. They committed a fraud upon the court by claiming this court had jurisdiction when they and their attorney on this matter are fully aware of the record in Wynkoop -v- 622A President Street and know well the order with respect to rent payments. Jurisdiction can not be obtained by fraud. They here use this court to act as a collateral attack upon Respondents without informing this court that Rent Payments are already subject to an order of a superior court. Kings County Supreme Court is where they should direct themselves if they desire a modification of the order or any action with respect to rent.

Exhibit – D

18. Further Taylor and Subramanyam may not invoke the power of this court in the name of the COOP to attempt to cure any alleged breach of lease by Respondents as the COOP is in breach of lease and must cure before it can bring any action against Respondents. In derivative counter claims in 507156-2013 Taylor and Subramanyam allege on behalf of the COOP that Apartment 1 is not legal to inhabit and that it violates the New York State Multiple Dwelling Law. They can not “eat their cake and have it too”. In as much as the COOP has alleged in the action in Kings County Supreme Court that apartment 1 is illegal the landlord has no claim to any rents, and in fact owes Wynkoop and Keske all their back rent paid since 1995 as the COOP leased an illegal apartment. This court has no jurisdiction in a case brought by the alleged landlord where the alleged landlord has rented an illegal apartment. An outlaw can not seek the support and help of the law.
19. Further Taylor and Subramanyam allege in 507156-2013 that the COOP has no valid Certificate of Occupancy. Lacking a proper Certificate of Occupancy the COOP, or rather those Pretenders to COOP management have no standing to start any action in this court.
20. Before the instant action could even be brought Taylor and Subramanyam would have to stipulate that apartment 1 was totally legal and that their cause of action in 507156-2013 is frivolous.
21. Taylor and Subramanyam committed the crime of filing a false instrument when they filed the building registration for the COOP on or about the 12th of September with no authority to do so. Additionally Taylor claimed to be resident in the building in that filing. The court must take

judicial notice of the records of 622A President Street on file with the New York City Department of Buildings, in particular the most recent building registration filing. Mr. Taylor has not been resident in the COOP for years. He currently resides in Ontario, Canada. In as much as filing the building registration without authority to do so, and submitting falsified information with respect to the filing is a criminal act and no legal process can spring from a criminal act the court lacks jurisdiction to hear this case as absent their filing of a fraudulent building registration there would be no filed building registration.

22. The COOP has no standing to bring any action against respondents as it has failed to make repairs that have been requested and which are subject to a court order in 507156-2013 of Kings County Supreme Court. See Wynkoop Affidavit. This is a breach of the warranty of habitability and constructive eviction.
23. The COOP has no standing to bring any action as it has breached the warranty of habitability by leasing an apartment that the COOP alleges is illegal.

The Parties

24. 622A President Street Owners Corporation (COOP) is a domestic cooperative housing corporation owning a single asset the building at 622A President Street, Brooklyn, NY 11215.
25. Kathleen Keske and Brett Wynkoop own in common the shares associated with Apartments 1 and 2 of the COOP. Their share holding is 60% of the issued stock in the COOP reflecting their leasehold on 3 of the 5 floors of the building.
26. Kyle Taylor holds 20% of the issued shares, lives in Ontario, Canada, and holds the lease for apartment 3 which he currently sublets without authorization. He is an attorney licensed in the state of New York.
27. Rajeev Subramanyam holds 20% of the issued shares in the COOP and lives at one of his OTHER 2 Apartments in Brooklyn. He too is subletting without authorization. He holds the lease for apartment 4.
28. In 2012 under index number 6548-2012 in Kings Supreme Court Taylor and Subramanyam joined forces to file an action for eviction and share cancelation against Keske and Wynkoop and supported their action by submitting falsified documents to the court.³ Upon dismissal of that action Keske and Wynkoop started an action to quiet their rights under index number 507156-2013. Taylor and Subramanyam brought counterclaims to again attempt to evict

³ Taylor and Subramanyam claimed that Keske and Wynkoop had taken over the cellar without authorization and to support this allegation they submitted as evidence an alleged copy of the proprietary lease that was missing the page which provides that apartment 1 consists of the first floor and the entire cellar. This document was proven false by Keske and Wynkoop obtaining the leases Taylor and Subramanyam signed from their lending banks by subpoena.

Wynkoop and Keske. Having spent 6 years in litigation in Kings County Supreme Court and the Second Department of the Appellate Division attempting to dispossess a pair of Senior Citizens of their home with Respondents still firmly in place in their apartments they now improperly come to this court in an attempt to do an end run around Kings County Supreme Court and the Second Department.

29. Ganfer Shore Leeds & Zauderer LLP has no standing to represent the COOP. In addition to the shareholder resolution attached as exhibit A informing them they were not properly retained they represented Mr. Taylor personally in connection with 507156-2013 which can be seen in document 685 in the ecourts record of 507156-2013. They have a conflict of interest.

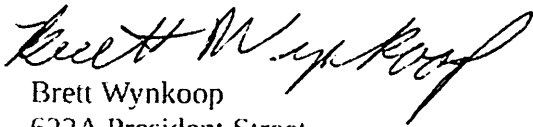
Conclusion

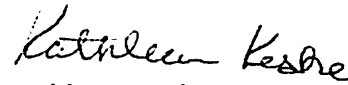
30. Under the Common Law as well as under NY CPLR 3022 the unverified, improperly served petition starting the instant action was rejected in a timely fashion, therefore there is nothing properly before this court.⁴
31. Alleged Petitioner failed to serve any corrected documents upon respondents, therefore the matter is still not properly before the court.
32. Respondents timely rejected the rejection of their rejection by Alleged Petitioner in full compliance with CPLR 3022 and the common law.
33. Petitioner and Respondents are subject to a court order of Kings County Supreme Court with respect to rent, making any rent dispute beyond the jurisdiction of this court.
34. With respect to a default judgement Alleged Petitioner failed to comply with CPLR 3215(f)⁵. There is no proof of contractual obligation attached to the application for default, therefore there is nothing properly before the court. Subramanyam's self serving affidavit statements are no substitute for a contract.
35. Taylor and Subramanyam have no authority to take any action on behalf of the COOP unless directed to do so by a majority of shareholders as they are not officers or directors of the COOP.
36. Taylor and Subramanyam perjured themselves in representing that they had any authority as officers or directors of the COOP.
37. Daniel P. Sodroski Esquire suborned perjury.
38. Taylor, Subramanyam and their attorneys had full knowledge that rent payment was subject to an order from Kings County Supreme Court.

4 Master v. Pohanka, 44 AD3d 1050 (2nd Dept. 2007); Air New York, Inc. v. Alphonse Hotyel Corp., 86 AD2d 932 (3rd Dept. 1982); Ladore v. Mayor and Board of trustees of the Village of Port Chester, 70 AD2d 603 (2nd Dept. 1979)

5 Manhattan Telecommunications Corporation v. H&A Locksmith, Inc - 2013 NY Slip Op 03867

39. Taylor, Subramanyam and their attorneys had full knowledge that they allege there is no valid Certificate of Occupancy for the building in 507156-2013 of Kings County Supreme Court.
40. Taylor, Subramanyam and their attorneys had full knowledge that they allege in 507156-2013 of Kings County Supreme Court that apartment 1 of 622A President Street violates the NY MDL.
41. The above makes the instant action frivolous and done only to harass an opponent they have not been able to defeat in other courts.
42. Given the foregoing, the attached affidavits and exhibits as well as the complete record of index numbers 6548-2012 and 507156-2013 in Kings County Supreme Court, which are incorporated here by reference, and which the court must take judicial notice of, the court must dismiss the instant action with prejudice.
43. Respondents make the request that due to the frivolous nature of the instant action, the multiple counts of fraud upon the court and attorney deceit (Judiciary Law 487) to be found in the instant action that the court award Respondents costs for their having to oppose this frivolous action. The award of costs is supported by the RPAPL. Respondents request costs for 40 hours of time used by Wynkoop in preparing this motion and the rejections which were served upon Alleged Petitioner. The rate of costs should be \$120/hour (Wynkoop's retail billing rate), or the billing rate of Mr. Sodroski, which ever is greater. Respondents' time is no less valuable than that of a lawyer who brings a frivolous action.


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


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

AFFIDAVIT OF VERIFICATION

STATE OF NEW YORK:

:ss.

COUNTY OF Kings:

Brett Wynkoop being duly sworn deposes and says that he is a Respondent in this proceeding; that he/has written the annexed Memorandum of Law for a Motion to Dismiss 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/she believes it to be true.



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

Subscribed and sworn to

before me this 22nd day of

OCTOBER 2018



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

<p>CIVIL COURT OF THE CITY OF NEW YORK COUNTY OF KINGS HOUSING PART</p> <p>-----x</p> <p>622A PRESIDENT STREET OWNERS CORP., Petitioner-Landlord,</p> <p>-against</p> <p>BRETT WYNKOOP and KATHLEEN KESKE 622A President Street Apartment 2 Brooklyn, New York 11215,</p> <p>Respondent-Tenants,</p> <p>"JOHN DOE" and "JANE DOE" 622A President Street Apartment 2 Brooklyn, NY 11225,</p> <p>Respondent(s)-Undertenat(s)</p> <p>-----x</p>	<p>Index No. 081709 & 081708</p> <p>Affidavit of Brett Wynkoop</p> <p>In Support of</p> <p>Motion to Dismiss</p>
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State of New York)
County of KINGS) ss.:

Brett Wynkoop being duly sworn under penalty of perjury does depose and say the following is true and known personally by me, except those things stated upon information and belief, which I believe to be true and have proper information upon which to form such a belief:

1. 622A President Street Owners Corporation is a domestic housing cooperative corporation with 4 shareholders as follows:
 - i. Kathleen Keske – holds 60% of the shares jointly with Wynkoop & lease for unit 1 and 2
 - ii. Brett Wynkoop - holds 60% of the shares jointly with Keske & lease for unit 1 and 2
 - iii. Kyle Taylor – holds 20% of the shares and the lease for unit 3, which is currently sublet
 - iv. Rajeev Subramanyam – holds 20% of the shares and the lease for unit 4, which is currently sublet.
2. My wife and I are shareholders in 622A President Street Owners Corporation and hold the proprietary leases for Unit 1 and Unit 2 of the property at 622A President Street. We hold 60% of the issued shares of stock in the COOP. We have been resident in the building since 1995.
3. The COOP is self run by the shareholders, as it has been during most of the time it has been in existence.

4. Prior to 2012 the building was run informally with each shareholder having an equal voice in the affairs of the COOP. To comply with a request from Taylor and Subramanyam for more formality in the operation of the COOP during the pendency of the multiple cases over the past 6 years the shareholders enacted the resolutions attached as Exhibit-A. As the court can clearly see those resolutions make it very clear that neither Subramanyam nor Taylor have authority to act on behalf of the COOP.
5. Since March of 2012 Kyle Taylor and Rajeev Subramanyam, the minority shareholders in the COOP, each holding 20% of the stock issued have been trying to evict my wife and me, cancel our leases and cancel our shares for their own enrichment. Among their claims in prior actions were that we absconded with the cellar of the building contrary to the proprietary lease. To support these false allegations they entered into evidence in Kings County Supreme Court an altered form of the lease with the page that provided that Unit 1 of the building was a duplex and had full private use of the cellar removed.
6. Their goal starting in 2012 upon information and belief is to cancel my shares, and evict my wife and me leaving them as the only shareholders, and turning the building into a rental property. They are at this time subletting both of their units without proper authorization.
7. The affidavits presented to the court, some of which were never served upon my wife or me, by Taylor and Subramanyam tell a very good story, but that is all it is a story. It is a story they made up out of whole cloth to achieve their ends of self enrichment. When their fraud upon the court in 2012 was pointed out to them rather than withdraw their case they doubled down and accused me of taking COOP funds for my own use and enjoyment, that has been shown false by examination of the COOP bank records. To say their course in Kings County Supreme Court has been one of smoke and mirrors would be an understatement. Not being able to wrest our apartments from us in 6 years of litigation in Kings County Supreme Court and The Appellate Division – Second Department, they now turn to this court while operating under false flag.
8. Neither Subramanyam nor Taylor are authorized to take any actions on behalf of the COOP. The court is directed to the shareholder resolutions attached as Exhibit A.
9. Upon reading the petition filed with this court in the instant matter I discovered the verification was defective as described in detail in my notice of rejection. All respondents rejected the unverified petition in a timely fashion.
10. Taylor and Subramanyam, have no standing to sign anything on behalf of the COOP and would of necessity have to bring the instant action as a derivative action. Nevertheless they did not

correct the invalid verification, and to this date have failed to serve upon any Respondent a properly verified petition.

11. Upon information and belief there has been no court order to compel Respondents to accept the unverified and improperly served initiating papers for the instant action.
12. On 19 October 2018 I inspected the file for the instant action at the clerks office at 141 Livingston Street. In the file I discovered a request for final judgement on default, and some documents claiming to cure the defective verification as well as other supposed supporting documents. The request for default and the affidavit attached from Subramanyam indicate that there was considerable engagement between Respondents and the Alleged Petitioner, who also engaged the Respondents with respect to the unverified petition. Engagement under the common law precludes a default, and there is the little matter of a non-verified petition being a nullity.
13. Moreover there are over 40 pages of documents in the court file supplied by Mr. Sodroski allegedly on behalf of 622A President Street Owners Corporation which were never served on any Respondent.
14. Failure to serve these currently ex-parte documents on Respondents has denied all respondents NOTICE and wrests the court of jurisdiction.
15. On April 13 2015 the late Justice Schmidt produced an order in Kings County Supreme Court Index Number 507156-2013 with respect to payment of rent by all parties involved in that action. That action is on going. Taylor, Subramanyam, and Sodroski are aware of the order as they are all parties or attorneys in 507156-2013.
16. No party subject to the April 13 2015 order, Taylor, Subramanyam, Keske, Wynkoop, or 622A President Street Owners Corporation has asked for any change or modification to the order in the court that issued the order.
17. No party subject to the order has the right to seek to modify it by bringing the matter to another court, yet that is exactly what is being attempted in the instant action. The proper venue for any change to the rent order is the court that issued the order and still holds the case with which the order is associated.
18. In counterclaims brought on behalf of 622A President Street Owners Corporation against my wife and me by Subramanyam and Taylor they represent that the cellar of the building, ½ of my unit 1 apartment is illegal under the MDL.
19. In the action under 507156-2013 Subramanyam and Taylor on behalf of 622A claim there is no valid Certificant of Occupancy for the building.

20. Here Subramanyam and Taylor attempt to collect rent which the COOP would only be entitled to if the COOP had a valid Certificate of Occupancy and if apartment 1 was not illegal. Clearly they have lied to one court or the other.
21. The plumbing between the second and first floor is leaking, there is water ingress on the second floor via the facade. Taylor and Subramanyam moved the Supreme Court to be the only ones permitted to attend to these conditions, and have failed make needed repairs for the past 3 years. This amounts to constructive eviction.
22. With respect to service of the unverified, nullity of a petition, service was never properly completed per the CPLR and I do not waive service.
23. The affidavit of service shows an obvious fictional character Jeffery Doe, who it is claimed was questioned with respect to Respondents' military service and other particulars. This Jeffery Doe is only mentioned under a fictional name, and there are no details provided by which one might subpoena Mr. Doe in a challenge to service. Upon information and belief no such person exists and further there are other falsehoods present in the affidavit of service, which will be examined at a Traverse Hearing should the court not dismiss the instant action.
24. Examination of the original Petition Verification, contained in the courts files, signed by Taylor indicates that it was signed in New York County and notarized by a Notary from Ontario Canada. Upon information and belief this is illegal, attorney deceit, and a fraud upon the court.
25. As outlined above this action is part of a larger action already before the Supreme Court, and the Supreme Court has an order in place with respect to rent, therefore this court has no jurisdiction with respect to any questions about rent.

Dated: Brooklyn, NY – October 22, 2018

STATE OF ~~Albany~~
COUNTY OF ~~Albany~~

Sworn to and subscribed before me this
30th day of September, 2018, by Brett Wynkoop

2nd *OCTOBER*



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



KAMAL P. SONI
Notary Public, State of New York
No. 01SO608949
Qualified in Kings County
Commission Expires March 31, 2019

Exhibit A

**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.

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.

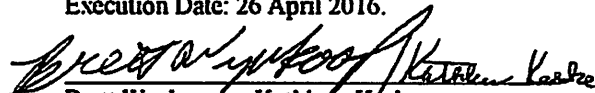
WHEREAS, this misrepresentation caused the inspector of elections to err in her duty and improperly tally the vote.

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 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 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 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 hereby 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 B

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

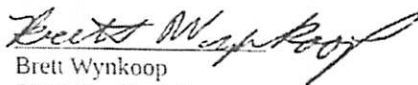
19. The signatory, Kyle Taylor and his retained counsel Daniel P. Sodrowski, and his employer, Ganfer Shore, should note that upon receiving a common law rejection of the Petition, Petitioner cannot ethically or legally attempt to proceed in the case until such time as Kyle Taylor and his retained counsel,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

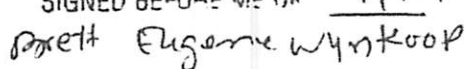
20. Any action other than correcting the improper verification and reserving or making a motion to compel acceptance of the verified petition may subject Kyle Taylor and his retained counsel, Daniel P. Sodrowski, and his employer, Ganfer Shore, to sanctions and treble damages under Judiciary Law 487.

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

Exhibit C

<p>CIVIL COURT OF THE CITY OF NEW YORK COUNTY OF KINGS HOUSING PART</p> <p>-----X</p> <p>622A PRESIDENT STREET OWNERS CORP., Petitioner-Landlord,</p> <p>-against</p> <p>BRETT WYNKOOP and KATHLEEN KESKE 622A President Street Apartment 1 Brooklyn, New York 11215,</p> <p>Respondent-Tenants,</p> <p>"JOHN DOE" and "JANE DOE" 622A President Street Apartment 1 Brooklyn, NY 11225,</p> <p>Respondent(s)-Undertenat(s)</p> <p>-----X</p>	<p>Index No. 081708</p> <p>AFFIDAVIT REJECTING THE REJECTION OF THE REJECTION OF THE PETITION AND REJECTING CPLR 3215(g)(3) NOTICE ALLEGED TO BE ON BEHALF OF 622A PRESIDENT STREET OWNERS CORPORATION</p>
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AFFIDAVIT OF REJECTION

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

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

1. Your alleged CPLR 3215(g)(3) notice is hereby rejected as unripe under CPLR 308.
2. Your alleged CPLR 3215(g)(3) notice is hereby rejected, as under the common law, substantive interaction with opposition is an appearance. Default is no longer available.
3. Your rejection of my rejection of your defective initiating papers is rejected for failing to state in specific terms what was legally insufficient in my rejection.
4. Your petition is again rejected as not being properly verified. The alleged verification by Mr. Taylor swears to nothing. For your reference CPLR 3020 describes clearly what words must be contained in a valid verification:

"A verification is a statement under oath that the pleading is true to the knowledge of the deponent,..."

As previously explained to you 'true to the knowledge of the deponent' is not the same as 'true to the best of the deponent's knowledge'. I do not waive my right to a verified pleading.



5. I have caused strict search to be made of the roll of notaries for the State of New York and Daphne H. Hooper is not a notary in the state of New York making the alleged verification a nullity as well.
6. My previous rejection of your unverified petition comported with both the CPLR and Common Law in that it stated in specific detail how your document was defective on it's face, and my rejection was timely.
7. Failure to properly verify an initiating pleading renders it a nullity.
8. As a minority shareholder who holds no director or officer position Mr. Taylor has no authority to take any action on behalf of the COOP. Both your firm and Mr. Taylor were previously provided with the attached shareholder resolutions.
9. As noted on the shareholder resolution dated 16 August 2018, your firm is not engaged by 622A President Street Owners Corporation and any representation by you that you are hired counsel for the COOP is a violation of Judiciary Law 487.

Dated: Brooklyn, NY - September 23, 2018
STATE OF NEW YORK
COUNTY OF KINGS
Sworn to and subscribed before me this
23 day of September, 2018, by Brett Wynkoop


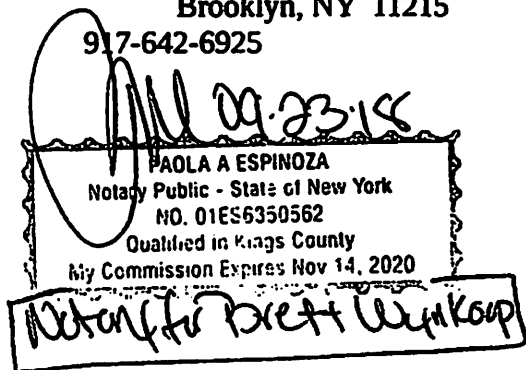

Brett Wynkoop
622A President Street
Brooklyn, NY 11215
917-642-6925


Exhibit D

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

P R E S E N T:

HON. DAVID I. SCHMIDT,

Justice.

ORDER

BRETT E. WYNKOOP AND KATHLEEN KESKE,

Index No. 507156/13

Plaintiffs,

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

- against -

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

Defendants.

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

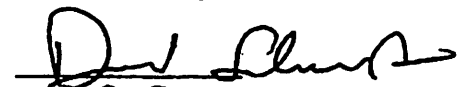
preliminary injunctions previously issued by this court under motion sequence number 10 are hereby vacated; it is further

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