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| NEW YORK STATE SUPREME COURT COUNTY OF KINGS -----X Brett Wynkoop Petitioner, -against- Judge Marcia J. Sikowitz, Judge David Alan Harris, Respondents All other Judges of the Civil Court - County of Kings who may succeed Harris or Sikowitz, Kathleen Keske, Eric Richmond, Marshall Justin P. Grossman, 622A President Street Owners Corporation Nominal Respondents -----X | Index No. 2714-18 AMENDED VERIFIED PETITION FOR WRIT OF PROHIBITION & MANDAMUS ORAL ARGUMENT DEMANDED EMERGENCY STAY REQUESTED COURT REPORTER DEMANDED |
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Preliminary Statement

I, Brett Wynkoop, sui juris, a man, free born, and of lawful age, make this Verified Petition for a Writ of Prohibition and Mandamus against Judge Marcia J. Sikowitz, Judge David Alan Harris and, all judges of the Kings County Civil Court who may succeed them in their duties.

Further, I make this Petition for Writ of Prohibition against Marshal Justin P. Grossman, and any other marshal or sheriff or other hired gun enforcer, that may succeed him in his duties.

As this action is to keep the court below to keep it from acting in excess of jurisdiction each judge below who succeeds the named respondents must be considered nominal respondents, and thus are denoted in the caption. The court is not any one judge. A judge is only an officer of the court.

1. Seeking to stay and prohibit any further action in the cases under index numbers **LT-081708-18-KI and LT-081709-18-KI**. The court below has proceeded without jurisdiction and through it's own acts destroyed jurisdiction and threatens to continue to proceed without, or in excess of jurisdiction.
2. Further Petitioner seeks a Writ of mandamus directing the court below to dismiss the above index numbers as a ministerial act.

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.

3. The actions below are colored as Landlord Tenant Rent Non-Payment proceedings. In reality they are an attempt by the minority shareholders of 622A President Street Owners Corporation (COOP) to make an end run around Kings County Supreme Court in violation of an order of Justice David Schmidt. (Exhibit-1-D)

Jurisdiction & Venue With Respect To This Petition

4. This court as a court of general jurisdiction has jurisdiction over all inferior courts in Kings County.

5. Under CPLR 7804 Kings County Supreme Court is the originating Venue for all petitions for Writ of Mandamus or Prohibition against inferior courts in the county of Kings.

6. Under CPLR 7804(g) this court must transfer this action to the Appellate Division Second Department where a substantial evidence issue is raised as defined by CPLR 7803 question 4.

7. Such an issue is raised in the instant action and will be described below.

The Basics

8. The court below never had initial jurisdiction. It lacked both personal and subject matter jurisdiction.

9. The court below violated Wynkoop's rights to due process under the 4th, 5th and 14th amendments to the Constitution of the United States of America and in so doing forfeited jurisdiction.

10. The court below is a court of no record in violation Wynkoop's rights under Article 6 of the Constitution of the State of New York, it therefore has no jurisdiction.

11. Having no jurisdiction it is ministerial to dismiss as we are taught by **Ex parte McCardle, 74 U.S. (7 Wall.) 506 (1869)**.

No Subject Matter Jurisdiction Below Ab Initio

12. Minority Shareholders Taylor (20%) and Subramanyam (20%), who have no authority, (EX-2) hired law firm Ganfer Shore Leeds and Zauderer (G&S) to claim to represent the COOP and file the actions below.

13. Taylor and Subramanyam represent to the court below that they are authorized to receive rent moneys on behalf of the COOP. They are not. (EX-2 & EX-1-D)

14. Taylor and Subramanyam are parties to 507156-2013 in Kings County Supreme Court, which is currently before Justice Wade.

15. G&S has appeared in 507156-2013, first representing Kyle Taylor, Hillary Taylor, and Rajeev Subramanyam, (EX-3) then appeared there and in the matters below claiming to represent the COOP.

16. There is an order by Justice David Schmidt of Kings County Supreme Court dated 2015-04-13 which is controlling on collection of rents by 622A President Street Owners Corporation, as well as shareholders Wynkoop, Keske, Taylor, and Subramanyam. (EX-1-D)

17. All parties and all attorneys in 507156-2013 are well aware of the order it having been served on all parties via NYCEF.

18. Absent a change of the order of 2015-04-13 neither Taylor, nor Subramanyam have the authority to request payments into their exclusive control. During the pendency of 507156-2013 all rent is to be paid according to Justice Schmidt's very clear order, and if not modified or lifted even beyond the end of the litigation.

19. As a court superior to Kings County Housing Court has issued this order it is not withing the power of Kings County Housing Court to entertain any claims that would run counter to the existent order of the superior court. In the actions below minority shareholders Taylor and Subramanyam are requesting the court below place the rents of the COOP under their unilateral custody and control, which is clearly counter to Justice Schmidt's intent.

20. Kings County Housing Court can not obtain subject matter jurisdiction while the order of David Schmidt is in place. Housing court is the wrong place to modify an order of the Kings County Supreme Court.

No Personal Jurisdiction Ab Initio

21. To start an action in housing court requires a verified petition be served on the respondents. To date no verified petition has been served on Wynkoop in either case below. (Wynkoop Affidavit) It is agreed by all parties in the case below that Keske, Wynkoop and Richmond timely rejected the unverified petitions submitted to the court by Sodroski (EX-4). Sodroski had 2 choices open to him on being served with rejection of his unverified fraudulent papers. He could have looked to his defects, which were spelled out in the rejections served (EX-5), and served his amended pleading, or he could have moved the court below to compel acceptance by respondents below of his **jurisdictionally defective papers**.

22. Sodroski did neither, instead he sent a letter of rejection (EX-6) claiming the rejections served by Keske, Wynkoop and Richmond were “legally insufficient” while failing to say what was defective as required by CPLR 2101.

23. That Keske, Wynkoop and Richmond could treat his defective pleadings as a nullity, which means there is nothing before the court below is spelled out in NY CPLR 3022.

NY CPLR 3022

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

24. Case law all the way to the Court of Appeals supports the position that an unverified petition if properly rejected per cplr 3022 fails to invoke the power of the court.

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]

25. Clearly if the initiating petitions are a nullity due to the facially defective verification there is nothing before the court, so for the court to issue any orders, warrants, or take other steps to seize property it is without due process and in violation of the Constitution of The United States of America under the 14th, 5th and 4th amendment. It is also violative of the New York State Constitution Article 1 Section 1.

26. The Supreme Court of the United States of America is the ultimate authority on what a court must do when it has no jurisdiction - **Ex parte McCordle**, 74 U.S. (7 Wall.) 506 (1869).

27. Service was not perfected. Service was attempted under CPLR 308(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;

(Wynkoop Affidavit) (Richmond Affidavit)

28. All Respondents Below (RB) contested service and Wynkoop and Keske demanded a traverse hearing both as part of a submitted motion to dismiss for lack of jurisdiction and orally at the hearing. The requests were ignored by the court below.

29. **No valid affidavit of service has been filed.** There is a facial defect in the filed affidavits of service and there are statements made which are known to be untrue by RB and which issues are ripe for a traverse hearing. Yet the court below ignoring the clear jurisdictional challenges has plowed forward without even addressing the request for a traverse hearing. (Wynkoop Affidavit) (Richmond Affidavit)

Daniel P. Sodroski Esquire Criminal Acts Vitate Jurisdiction

30. Daniel P. Sodroski (Sodroski) is an associate with G&S and the attorney who brought the actions below on behalf of Taylor and Subramanyam operating under the false flag¹ of the COOP.

¹ A **false flag** is a covert operation designed to deceive; the deception creates the appearance of a particular party, group, or nation being responsible for some activity, disguising the actual source of responsibility.

31. When an officer of the court medals with the machinery of the court by filing fraudulent documents, or lying to a judge he has removed jurisdiction from the court, if it ever had it.²

32. In both actions below Daniel P. Sodroski did both of those things. (Wynkoop Affidavit) The initiating petitions filed with the clerk were facially defective and easily spotted as fraudulent. The Jurat claims they were signed in New York County, yet the alleged notary is not on the rolls of New York State Notaries and the raised seal on the original documents reveals that she is a notary in Ontario, Canada.

33. Using fraudulently notarized documents to start an action does not invoke the power of the court, therefore the court has no jurisdiction. See **Washington Mut. Bank v Phillip 2010 NY Slip Op 52034(U) [29 Misc 3d 1227(A)]** attached as EX-7.

34. R.P.A.P.L. § 741 mandates verification of petitions in summary proceedings, the failure to annex a valid verification deprives the court of jurisdiction if the defective pleading is rejected under the scope of CPLR 3022.

35. Daniel P. Sodroski of G&S concealed from the housing court that the court had no subject matter jurisdiction. G&S was aware of the order of Judge David Schmidt with respect to collection of rents and disbursement of funds (EX-1-D). That order was served on counsel for all parties via NYCEF and G&S is counsel in Kings County Supreme Court action 507156-2013 where that order was made. Hiding this information from the court is both fraud upon the court and attorney deceit, both of which are crimes and both of which cause a loss of jurisdiction.

² Boyce's Executors v. Grundy, 28 U.S. 210 (1830) also Nudd v. Burrows, 91 U.S. 426 (1875)

“There is no question of the general doctrine that fraud vitiates the most solemn contracts, documents, and even judgments.” - *United States v. Throckmorton*, 98 U.S. 61 (1878)

Judge Sikowitz Tramples On Due Process Destroys Jurisdiction

36. Upon discovering that Sodroski made further misrepresentations to the court ex-parte and had filed for a warrant of eviction, which was denied for defects in his filing, Wynkoop crafted a motion to dismiss for the court below based on the many jurisdictional defects in the cases below.

37. Wynkoop brought the motion by order to show cause and a return date of 30 October 2018 at 0930 before Judge Sikowitz was set for **LT-081709-18-KI**.

38. At the hearing Sodroski represented to Judge Sikowitz that Wynkoop had no standing to bring any motion absent moving to vacate his default. (The transcript is not yet available, please see Wynkoop affidavit. The transcript will be submitted when it becomes available.)

39. Judge Sikowitz then refused to to hear oral arguments on the motion, refused to check the case file to see that there was no default judgement, and refused to look at the motion to see that by operation of the CPLR 3022 rejection it was not even possible for Wynkoop, Keske and Richmond to be in default.

40. Judge Sikowitz denied Wynkoop, Keske, and Richmond due process by refusing to hear the motion and issuing the absurd impossible to follow void order attached as EX-8

41. It is axiomatic that one can not vacate that which does not exist. By setting this impossible task the court below, under Judge Sikowitz, has placed an illegal and perpetual barrier to Wynkoop, Keske, and Richmond ever being heard. This violates the 5th and 14th amendments to the Constitution of the United States of America.

42. Judge Sikowitz denied Wynkoop & Keske due process in violation of the 4th, 5th and 14th amendments to the Constitution of the United States of America. Judge Sikowitz refused to read the submitted motion or hear oral arguments on Wynkoop and Keske's motion to dismiss for lack of jurisdiction. Judge Sikowitz stated Wynkoop and Keske must first move the court "by proper osc" to vacate their (non-existent) default. By this simple act if the court had jurisdiction, which it did not, Judge Sikowitz lost it. Telling a litigant to vacate a judgement that does not exist and putting that order to paper is a fraud upon the court by a court officer & Attorney Deceit EX-8. This order denies Wynkoop, Keske and Richmond any opportunity to be heard ever in the case. One can not vacate a judgement that does not exist.

43. By violating the Constitution of the United States of America and depriving Keske, Wynkoop and Richmond their right to due process Judge Sikowitz violated ***Title 18, U.S.C., Section 242*** This statute makes it a crime for any **person acting under color of law**, statute, ordinance, regulation, or custom to willfully deprive or cause to be deprived from any person those rights, privileges, or immunities secured or protected by the Constitution and laws of the U.S.

44. By violating Wynkoop, Keske and Richmond's rights to due process Judge Sikowitz has caused the court below to lose jurisdiction.

'Whatever disagreement there may be as to the scope of the phrase "due process of law" there can be no doubt that it embraces the fundamental conception of a fair trial, with opportunity to be heard.' - Oliver Wendell Holmes, Jr., *Frank v. Magnum*, 237 U.S. 309, 347 (1915).

45. Judge Sikowitz denied that opportunity to be heard and therefore further robbed the court of Jurisdiction.

46. In **LT-081709-18-KI** Judge Sikowitz should have, upon reading of Wynkoop's motion to dismiss, and examining the evidence that was before her, followed **Ex parte McCardle, 74 U.S. (7 Wall.) 506 (1869)**. Her duty to dismiss for lack of jurisdiction was ministerial since there was no verified petition before the court. The other jurisdictional defects were simply gravy, but were clearly spelled out in Wynkoop's papers.

Judge Harris Tramples On Due Process Destroys Jurisdiction

47. In **LT-081708-18-KI** Keske, Wynkoop and Richmond appeared before Judge Harris on 30 October 2018 at about 1630 hours after a conference with his court clerk where the defects in the verification in the pleadings of both cases were examined by Judge Harris's law clerk.

48. All the jurisdictional defects with respect to **LT-081709-18-KI** are in full force in **LT-081708-18-KI** and in fact the exact same motion to dismiss with the same supporting affidavits and exhibits was presented to Judge Harris as had been presented to Judge Sikowitz.

49. For reason of the unverified petition which was properly rejected by Keske, Wynkoop and Richmond under CPLR 3022 the case should have been dismissed as a ministerial act. In point of fact the defective verifications of both cases should have been rejected by the clerk when they were filed. When the defects were brought to the court's attention it had a duty to act.

50. Judge Harris was more subtle in his violation of the law and denial of due process. Wynkoop was allowed to present oral arguments on his motion. Sodroski, alleging he was the attorney for the COOP, then made his rebuttal starting out with again the statement that Wynkoop had no standing to move the court until Wynkoop cured his default.

51. When Wynkoop made objection and attempted to correct the record Judge Harris instructed Wynkoop that he was not allowed to make any objections in the proceeding. It is axiomatic that objecting is how one preserves one's rights for appeal. Judge Harris by instructing Wynkoop not to

object denied him the opportunity to be heard, denied him the ability to preserve his rights for appeal and trampled on the 4th, 5th and 14th amendments to the Constitution of the United States of America.

‘Whatever disagreement there may be as to the scope of the phrase "due process of law" there can be no doubt that it embraces the fundamental conception of a fair trial, with opportunity to be heard.’ - Oliver Wendell Holmes, Jr., *Frank v. Magnum*, 237 U.S. 309, 347 (1915).

52. Further Richmond who filed papers in support of Wynkoop’s motion was denied the opportunity to be heard at all by Judge Harris. Harris said “It is his (Wynkoop) motion. You do not get to speak”.

53. Upon being notified of the glaring jurisdictional defect with Sodroski’s pleadings on behalf of the COOP Judge Harris had a ministerial duty to dismiss in accordance with **Ex parte McCardle, 74 U.S. (7 Wall.) 506 (1869)**. Additionally had Harris made the slightest effort to read and understand Wynkoop’s motion he would have found other jurisdictional defects supported by evidence both in the form of attached exhibits and affidavits as well as those records in ecourts from 507156-2013 KSC which were included by reference in Wynkoop’s papers.

54. Simply put there was nothing to do but admit lack of jurisdiction and dismiss.

Judge Harris Fails to Inform and Fails to Report Ex Parte Communications

55. Through papers served upon Wynkoop by the attorney general, and rejected by Wynkoop for improper verification under CPLR 3022, it was revealed that Attorney Daniel P. Sodroski had improper and prejudicial communications with Judge Harris. EX-8

56. Harris had a duty to provide all other parties in **LT-081708-18-KI** with a copy of the communication and afford them the opportunity to respond. He did not.

57. Further it is incumbent on him as a sitting judge to report such behavior on the part of a lawyer to the proper authorities for disciplinary review. There is no evidence he has taken that step.

**The Court Below is a Court of No Record
and
Violates Article 6 of the New York State Constitution**

58. During the hearing before Harris Wynkoop requested the court examine the original petition that initiated the case. Harris announced that the petition was not in the case file. Less than an hour before the document in question was in the case file. Richmond, Wynkoop, Keske, and Sodroski observed Harris's clerk examine the document while in conference. (Wynkoop affidavit)

59. Within days of the hearings on the 30th of October Wynkoop requested the recording of both cases. The Harris recording was never produced. Eventually after several follow up phone calls Wynkoop got an email from audio records stating that no recording of **LT-081708-18-KI** existed. EX-8 Wynkoop, Keske, and Richmond never waived their right to a court of record. Running Housing Court as a court of no record violates Wynkoop, Keske and Richmond's civil rights under Article 6 of the Constitution of the State of New York and makes the proceeding void.

60. Failure to keep a record of the proceedings denies any litigant the right to appeal as an appeal must be made on the record.

61. Nothing Before The Court in Any Case

62. There is no dispute that KWR issued timely rejection of the unverified pleadings under CPLR 3022. (EX-6)

63. Sodroski then by his letter at EX-6 attempted to reject the rejections of Keske, Wynkoop and Richmond, but failed to comport with CPLR 2101(f), making his rejection a nullity.

CPLR 2101(f)

Defects in form; waiver. A defect in the form of a paper, if a substantial right of a party is not prejudiced, shall be disregarded by the court, and leave to correct shall be freely given. The party on whom a paper is served shall be deemed to have waived objection to any defect in form unless, within fifteen days after the receipt thereof, the party on whom the paper is served returns the paper to the party serving it with a statement of particular objections.

64. It must be noted that as housing court actions are required to be started with a verified petition the defect for which the petitions were rejected did prejudice a substantial right.

65. With nothing before the court the court had a ministerial duty to dismiss.

Jurisdictional Problems Below A Summary

66. The court below **lacks both subject matter and personal jurisdiction** for reasons listed briefly here:

a) Improperly verified petitions - Respondent filed and served on Petitioner a "verified petition" with verification allegedly made before a notary. However, the purported notary accepting the oath of the verifying party is not on the rolls of NY notaries. The Jurat claims the "verification" was made in New York County. This facially defective document failed to invoke Jurisdiction as timely rejection was made per CPLR 3022.

Rule 3022.

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

See Exhibit-5.

b) Improperly verified petitions – the verification statement does not comport with CPLR 3020

Both a and b above are facial defects that should have been caught by the clerks and not allowed for filing. **No Personal Jurisdiction as timely rejection was made per CPLR 3022.**

c) Upon discovery of the Housing Court petition, KWR timely served a rejection of the papers based upon the improper notary, and upon defective drafting of the verification.

d) Service was never completed on KWR. Service was attempted under CPLR 308.4, but not properly perfected. Application for a Traverse hearing was made by KWR which was ignored by both judges of the lower court.

e) The COOP responded with a rejection of KWR's rejection on the same day it received the KWR rejections. This is an acknowledgement of receipt by the Coop of KWR's rejection, establishing service, the date it was made and acceptance of service. This was submitted to the court below by Sodroski on behalf of the COOP.

f) KWR then rejected the Coop's rejection on the grounds that it did not comply with CPLR 2101(f). The COOP's rejection did not comport with CPLR 2101(f) and only claimed the rejection of the initiating petition was "legally insufficient". Exhibit-10 also proves timely service of KWR rejection on the COOP.

g) Additionally, the affidavit of service confirming the COOP's service of the housing court petition, as filed by the COOP with the Housing Court, made representations known to KWR as false. An affirmative application for a Traverse Hearing was made See paragraph 16 of Exhibit XXX motion to dismiss. **No Personal Jurisdiction exists until a Traverse hearing and determination.**

h) No one with operating or managerial authority for the COOP authorized Ganfer Shore Leeds and Zauderer (G&S) to begin any action. See Wynkoop affidavit Paragraph 4– EX-1 and

Shareholder Resolutions Exhibit 2. **There is no subject matter jurisdiction as Taylor and Subramanyam lack capacity to act for the corporation.**

i) Daniel P. Sodroski Esquire of G&S filed the actions with no authority to do so. He was not authorized by shareholder resolution, which is required due to the internal corporate structure of the COOP.

j) Daniel P. Sodroski Esquire of G&S improperly directed the Warrant Clerk to process a default when he knew no default could exist. Further KWR timely and with specifics per CPLR 2101(f) rejected Sodroski's rejection letter – Exhibit 5. **This is fraud upon the court by a court officer as well as attorney deceit and wrests the court of jurisdiction.** The only possible actions after the petitions were rejected would have been to correct and reserve, or motion the court to compel acceptance by Respondents of jurisdictionally defective papers.

k) The action in housing court is allegedly about coop maintenance payments, AKA rent. There exists an order in Kings County Supreme Court Index Number 507156-2013 that describes how rent monies are to be handled and neither Subramanyam nor Taylor have authority to collect rent on behalf of the COOP. Exhibit EX-1-D (Order of Judge Schmidt bottom of page 3 - top page 4). **This is a fraud upon the court and wrests the court of subject matter jurisdiction. This is also attorney deceit.**

l) In 507156-2013 Taylor and Subramanyam claim on behalf of the COOP that there is no valid Certificate of Occupancy - NYSCEF DOC. NO. 15 - INDEX NO. 507156/2013 at page 38 paragraph 47:

“Because the building's certificate of occupancy shows the cellar as a "recreation room" not adjoined to apartment 1, no persons may lawfully occupy the cellar without the issuance of a valid certificate. In addition, the cellar contains no windows and is below grade, making occupancy a violation of the Multiple Dwelling Law.”

m) A valid C of O is required for a landlord to start an action in housing court for rent.³⁴

n) In 507156-2013 the COOP by way of Taylor and Subramanyam claim the cellar of Unit 1 is not legal to occupy. Landlords are barred in housing court from bringing actions for rent if the apartment is not legal for occupancy, further this is breach of lease by the Landlord, and they are therefore barred any claim for rent - NYSCEF DOC. NO. 15 - INDEX NO. 507156/2013 at page 38 paragraph 48:

“Second, Counterclaim-Defendants' spiral staircase violates of New York Multiple Dwelling Law, which prohibits winding stairs in a multiple dwelling. This violation also subjects the Co-op to potential fines and violations by the City.”

It must be noted that while Taylor and Subramanyam make claim on behalf of the COOP that the illegality of which they complain in 507156/2013 is the fault of Keske & Wynkoop it is well settled law in this state that a tenant can not be in breach for conditions present when an apartment is leased to him.⁵ With the landlord in breach no action lies against the tenant.

o) To bring the actions below Taylor and Subramanyam filed a false instrument with a city agency. HPD registration information & Taylor's bio from agmlawyers.com are in conflict. HPD thinks Taylor lives in New York City, while his employer says he is in Toronto. It should be noted that the address on the current DOB registration for Taylor differs from that claimed in COOP's Petition, where he claimed to live at 622A President street. The court should further note the address on the

3 N.Y. MULT. DWELL. LAW § 302(1)(b) (LEXIS 2010); see *Caldwell v. American Package Co.*, 57 A.D.3d 15, 22–23, 866 N.Y.S.2d 275,280 (2d Dep't 2008) (“Multiple Dwelling Law § 302 prohibits the owner of a multiple dwelling for which there is no valid certificate of occupancy allowing residential use from collecting rent or the value of the use and occupancy of the premises.”).

4 *GVS Properties LLC, Petitioner-Landlord-Appellant, v. Raybblin Vargas et al., Respondents-Tenants-Respondents.*, 2018 WL 1527809 (N.Y. App. Term. 2018).

5 *MEASOM v. GREENWICH & PERRY* - 268 A.D.2d 156 (2000) 712 N.Y.S.2d 1

current HPD registration is a storefront maildrop called Ballon Mail in Brooklyn. Taylor is not authorized to file a building registration form, see Exhibit-2 -Shareholder Resolutions. It is clear that Taylor is not at any address he has claimed in filings with the city. This is the crime of filing a false instrument. It is axiomatic that a party may not file an action against another where the filing of that action is predicated on the criminal activity of the party initiating the action.

p) The COOP is prevented from bringing an action because it has failed to make repairs ordered by Kings County Supreme Court under 507156-2013.

q) G&S have represented Taylor personally in 507156-2013 and therefore are conflicted and can not represent the COOP. See NYCEF document 685 of 507156-2013 Kings County Supreme Court.

r) Filing of the petitions starting both housing court actions predicated on false notarization is the crime of filing a false instrument in the second degree, and subjects Sodroski and Taylor to criminal prosecution.⁶ In addition as they are lawyers they are subject to prosecution under Judicial Law 487. Again it is axiomatic that no legal process may spring from the illegal acts of a Plaintiff or Petitioner.

s) Sodroski stated on the record that Wynkoop had no standing to make any motion before the court until Wynkoop vacated his default. This is fraud upon the court and attorney deceit as there was no judgement to vacate. This action strips the court of jurisdiction.

67. Both Judges denied due process to Keske, Wynkoop and Richmond by ignoring the explicit request for a traverse hearing pertaining to service of the initiating documents in the housing court actions. The request was clear in the motion to dismiss and neither judge addressed the request.

⁶ <http://www.brooklynnda.org/2018/02/26/building-owner-charged-with-filing-28-forged-documents-using-dead-notary-publics-signature-to-try-to-evict-tenants/> . There is no difference between presenting a notarization by a person not commissioned as a notary or presenting a notarization where a dead man's name was invoked. Both are filing a false instrument as neither is a notary.

68. Sodroski had Ex-Parte communications by letter with Judge Harris. Judge Harris failed to inform KWR of these communications and failed to provide a copy to KWR. This communication prejudices KWR and causes a loss of jurisdiction. This evidence was disclosed to KWR on 16 November 2018 by the Attorney General of the State of New York.

Relevant Case Law

69. It is blackletter law that a judgment rendered without subject matter jurisdiction is void, and that the defect may be raised at any time and may not be waived (see *21 CJS, Courts, §§108-110, 116*).

70. “A judgment or order issued without subject matter jurisdiction is void, and that defect may be raised at any time and may not be waived” (*Editorial Photocolor Archives v Granger Collection, 61 N.Y.2d 517, 523 [1984]*).

71. “...when the court is entirely without jurisdiction, and the whole proceeding, including the order or judgment, is *coram non judice* and void. One is not bound to appeal from a void order or judgment, but may resist it and assert its invalidity at all times” - *59 N.Y. 212 (N.Y. 1874) Kamp v. Kamp*

72. The case *SECURITY TRUST CO v. BLACK RIVER NAT BANK OF LOWVILLE, (1902)* [187 U.S. 211, 212] teaches that when a court has not jurisdiction mandamus is the proper tool to compel the court to do what is required, which is dismiss.

Conclusion

73. The Attorney General may argue that the correct course is to appeal, but no appeal lies from a void order, and any order issued by a court without jurisdiction is void, not voidable.

74. It is clear the court had a ministerial duty to reject Petitions where the verification did not comport with the CPLR 3022 and where the alleged notarization was in New York State by someone not licensed as a notary in New York State, or for that matter, even a notary in the United States.⁷

75. It is clear that having accepted the documents to initiate a case the only course of action when the defects were pointed out to the court was for the court to dismiss⁸ as it lacked jurisdiction.

76. Beyond the facial defects in the initiating documents for the two housing court cases Wynkoop and Keske raised a plethora of other jurisdictional challenges, some of which are specific to Housing Court which the court below never considered.

77. Both Judges were made aware of the order of Kings County Supreme Court with respect to payment of rent. That order was an exhibit to the motion to dismiss. That order prevents housing court having subject matter jurisdiction. As the court below lacks jurisdiction the only non-void order that could be issued would be to dismiss. This court is again reminded of **Ex parte McCardle, 74 U.S. (7 Wall.) 506 (1869)**.

78. Both Housing Court Judges took actions which violated Wynkoop and Keske's rights of due process and equal protection under the law, thereby further stripping jurisdiction from the court below.

79. By refusing to take judicial notice of documents submitted and admissions made by the COOP Judge Harris wrested the court of any power it might have had if the initiating documents were not fatally flawed. It is not impartial justice for a jurist to refuse to look at evidence that does not support the result he wants.

80. Personal jurisdiction must satisfy constitutional requirements of due process. Essentially, personal jurisdiction must accord with notions of "fair play and substantial justice." *International Shoe*

⁷ The original in the court's files shows a raised seal declaring notarization by an Ontario, Canada notary.

⁸ **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.

Co. v. Washington, 326 U.S. 310, 316, 66 S. Ct. 154, 158, 90 L. Ed. 95 (1945); see *Market/Media Research v. Union-Tribune Publishing Co.*, 951 F.2d 102, 104 (6th Cir.1991), *cert. denied*, ___ U.S. ___, 113 S. Ct. 79, 121 L. Ed. 2D 43 (1992). When personal jurisdiction is challenged, the plaintiff bears the burden of demonstrating that jurisdiction is proper. *Theunissen v. Matthews*, 935 F.2d 1454, 1458 (6th Cir.1991).

81. Neither Judge heard any arguments from the COOP's alleged council with respect to jurisdiction. Mr. Sidrowski's only argument was that Richmond, Wynkoop and Keske were in default, **a fraud upon the court on his part** as no default had been entered, default had been asked for and denied. Sidrowski admitted in his filings with the court that he was timely served the rejection of his initiating documents, so he knew his statements were false.

82. Had the defects in COOP's petition verification been the only jurisdictional problem the only remedy would have been to correct the pleadings and serve the corrected pleadings. As admitted by all parties this did not happen.

83. It is ministerial for the court to dismiss based on defective pleadings that consist of a fraud upon the court and the crime of filing a false instrument, therefore a Writ of Mandamus must issue from this court.

84. The Court Below can proceed no further as jurisdiction has never been established over the persons of Richmond, Keske and Wynkoop.

85. The Court Below can proceed no further as there are a plethora of subject matter jurisdictional problems with both cases, not the least of which is that the payment of rent is covered by an order of Kings County Supreme Court and that order nowhere authorizes Taylor or Subramanyam to collect

rent.⁹ The order may be seen in Exhibit-1-D and it has not been changed, or vacated since it was written.

Relief Sought

86. Given the foregoing legal arguments supported by the affidavits and supporting documents here attached a Writ of Prohibition must issue preventing the Court below taking any further action on the referenced cases.

87. A Writ of Prohibition must issue against Marshall Grossman preventing him from acting on any warrants, directives, edicts or orders to evict Keske, Wynkoop, and Richmond from their home.

88. Given the disputes between the parties are already before the Supreme Court of Kings County and given that it has been shown that Taylor and Subramanyam are without authority to act on behalf of the Corporation, the so-called rent actions by the COOP are false flag operations to enrich Taylor and Subramanyam, by making them the only shareholders in 622A President Street Owners Corporation. A Writ of Prohibition must issue prohibiting the Housing Court accepting any more actions against Wynkoop and Keske during the pendency of 507156-2013 and any appeals therefrom.

89. Given that it has been shown that the power of the court was not properly invoked and therefore the court lacks jurisdiction a Writ of Mandamus directing dismissal of the cases in Housing Court must issue. Given the frauds upon the court by those purporting to act on behalf of the COOP the dismissal should be with prejudice and as controlled by RPL 234 Wynkoop should be awarded fees and disbursements.

⁹ See Exhibit-1-D – In summary all parties were ordered to directly deposit their rent in the existing corporate bank account and it was further ordered that that bank account would have as signatories Wynkoop and one of either Taylor or Subramanyam and any monies paid out of the account had to be by two signatures and if a disagreement as to fund disbursements arose the parties were to submit to dispute resolution to decide the matter. Taylor and Subramanyam never made any deposits into the account as ordered by Judge Schmidt. They in the action below try to force Keske and Wynkoop to put COOP funds under their unilateral control to subvert the intent of Judge Schmidt's order.

90. To prevent the Marshall from acting on any void order of the court below a writ of prohibition must issue to him as well.

91. Proposed Writs are attached.

A handwritten signature in black ink, appearing to read "Brett Wynkoop". The signature is fluid and cursive, with the first name "Brett" and last name "Wynkoop" clearly distinguishable.

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

AFFIDAVIT OF VERIFICATION

STATE OF NEW YORK:

:SS.

COUNTY OF Kings:

Brett Wynkoop being duly sworn deposes and says that he is the Petitioner in this proceeding; that he has written the annexed Petition for a Writ of Mandamus and Writ of Prohibition 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



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
917-642-6925

| | |
|---|---|
| NEW YORK STATE SUPREME COURT COUNTY OF KINGS -----X Brett Wynkoop Petitioner, -against- Judge Marcia J. Sikowitz, Judge David Alan Harris, Respondents All other Judges of the Civil Court - County of Kings who may succeed Harris or Sikowitz, Kathleen Keske, Eric Richmond, Marshall Justin P. Grossman, 622A President Street Owners Corporation Nominal Respondents -----X | <p style="text-align: center;">Index No. 2714/18</p> <p style="text-align: center;">Writ of Prohibition</p> |
|---|---|

Whereas it has been shown that Judge Marcia J. Sikowitz, Judge David Alan Harris and the Civil Court for the County of Kings Housing Court have proceeded without and in excess of jurisdiction in the cases under index numbers LT-081708-18 and LT-081709-19 it is;

Ordered The Civil Court County of Kings must stay all proceedings with LT-081708-18 and LT-081709-19 during the pendency of 507156/2013 or any appeals therefrom.

Ordered The Civil Court County of Kings must not accept any further Landlord Tenant filings against Brett Wynkoop and Kathleen Keske by 622A President Street Owners Corporation or anyone claiming to do so on behalf of 622A President Street Owners Corporation during the pendency of 507156/2013 or any appeals therefrom.

Dated: Brooklyn, NY

_____ 2018

Justice of the Supreme Court, Kings County

NEW YORK STATE SUPREME COURT
COUNTY OF KINGS

-----X

Brett Wynkoop
Petitioner,

-against-

Judge Marcia J. Sikowitz, Judge David Alan Harris,

Respondents

All other Judges of the Civil Court - County of Kings
who may succeed Harris or Sikowitz, Kathleen Keske,
Eric Richmond, Marshall Justin P. Grossman,
622A President Street Owners Corporation

Nominal Respondents

-----X

Index No. 2714/18

Writ of Mandamus

Whereas it has been shown that index numbers LT-081708-18 and LT-081709-19 were brought with facially defective unverified petitions which were promptly rejected per CPLR 3022, and where as the defect should have been obvious to the clerk of the court, and the clerk should have rejected the petitions ab-initio and where other defects in both subject matter and personal jurisdiction exist, and where fraud upon the court and other illegal acts were used to attempt to obtain the jurisdiction of the court it is;

ORDERED that Judges of the Civil Court City of New York, County of Kings Marcia J. Sikowitz and David Alan Harris or their successors are directed to dismiss with prejudice LT-081708-18 and LT-081709-19 as a ministerial act.

Dated: Brooklyn, New York

_____, 2018

Justice of the Supreme Court, County of Kings

| | |
|---|--|
| NEW YORK STATE SUPREME COURT COUNTY OF KINGS -----X Brett Wynkoop Petitioner, -against- Judge Marcia J. Sikowitz, Judge David Alan Harris, Respondents All other Judges of the Civil Court - County of Kings who may succeed Harris or Sikowitz, Kathleen Keske, Eric Richmond, Marshall Justin P. Grossman, 622A President Street Owners Corporation Nominal Respondents -----X | Index No. 2714/18 Writ of Prohibition |
|---|--|

Whereas it has been shown that Judge Marcia J. Sikowitz, Judge David Alan Harris and the Civil Court for the County of Kings Housing Court have proceeded without and in excess of jurisdiction in the cases under index numbers LT-081708-18 and LT-081709-19 it is;

Ordered, No Marshall, or Sheriff or other hired gun enforcer may act on any order or warrant of the Civil Court for the County of Kings Housing Court issued against Brett Wynkoop, Kathleen Keske, or Eric Richmond if it springs from LT-081708-18 and LT-081709-19 or is during the pendency of Kings County Supreme Court index number 507156-2013.

Dated: Brooklyn, NY
_____, 2018

Justice of the Supreme Court, Kings County

Wynkoop Affidavit

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


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

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

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| <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> |
|--|--|

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

Lsd

OCT 22 2018



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

Richmond Affidavit

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)-Undertenant(s)
-----X

Index No. LT-081709 - 2018
AFFIDAVIT OF JUDICIAL ACTS

AFFIDAVIT OF JUDICIAL ACTS

STATE OF NEW YORK)ss.
COUNTY OF KINGS)

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

1. Upon information and belief, Affiant is the "John Doe" named in New York City Civil Court index number ~~LT-081709~~ ^{LT ER 11/1/2018} regarding 622A President Street, Apartment 2, Brooklyn, NY ("PETITION").

2. A Motion to Dismiss the PETITION was to be heard at 9:30 AM on October 30, 2018.

3. The Court refused to accept Affiant's papers in support of the motion to dismiss.

4. The Court then said Respondents could not move to dismiss absent vacating the default.

5. The Court then refused Affiant's request to be shown the Judgement of Default. ^{ER 11/1/2018}

6. The Court then issued Affiant/Respondents a decision denying any Motion ~~to default~~ until such time that Affiant/Respondents vacates the default.

7. Courtroom staff subsequently refused Affiant request to see the file of the case.

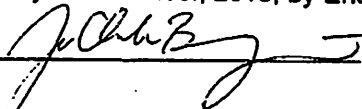
8. Affiant then reviewed the Docket in the hallway terminal and found no Judgement of Default.

9. Affiant then requested and reviewed the docket in the clerk's office and found the decision requiring the vacature of a Default but yet no Judgment of Default to vacate.

Dated: Brooklyn, NY - November 1, 2018

STATE OF NEW YORK
COUNTY OF KINGS

Sworn to and subscribed before me this
1st day of November, 2018, by Eric Richmond

x 



Eric Richmond
622A President Street
Brooklyn, NY 11215
(646) 256-9613 / gowanusx@gmail.com



Exhibit 1

Exhibit 1

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

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

-against

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

Respondent-Tenants,

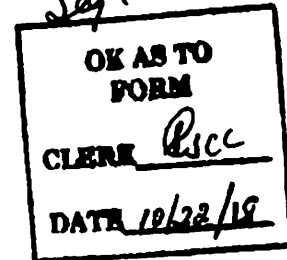
"JOHN DOE" and "JANE DOE"
622A President Street
Apartment 2
Brooklyn, NY 11225,

Respondent(s)-Undertenat(s)

Index No. 081708
Index No. 081708 -18

ORDER TO SHOW CAUSE
Motion to Dismiss

Oral Argument Demanded
Court Reporter Demanded



PLEASE TAKE NOTICE that upon the annexed verified Memorandum of Law of Brett Wynkoop dated 22 October 2018 and the papers annexed thereto, 622A President Street Owners Corporation **SHOW CAUSE BEFORE THIS COURT**, at the courthouse thereof, located at 141 Livingston Place, Brooklyn, New York, 11201 on the 30th day of OCT, 2018, at 2:00 o'clock in the forenoon/afternoon/evening of that date or as soon thereafter as counsel may be heard, why an order should not be made and entered:

1. Granting a **DISMISSAL OF THE INSTANT ACTION**.
2. Awarding costs to Respondent.
3. Finding that Taylor and Sodroski have violated Judicial Law 487 and are liable for treble damages to Respondents.
4. Granting such other and further relief as to the court may seem just and equitable including costs for this action.

SUFFICIENT CAUSE THEREFORE APPEARING, it is **ORDERED** that pending the hearing and determination of this petition that the proceedings are otherwise stayed and any warrants of eviction are likewise stayed.

ORDERED that responsive papers if any shall be served upon Petitioner 21 days before the return date; and it is further,

ORDERED that service of a copy of this order to show cause and the papers upon which it was made upon all parties by:

☒ personal delivery pursuant to CPLR 2103(b)(1) *or first class mail with certificate*
☐ office delivery pursuant to CPLR 2103(b)(3)
☐ by electronic mail pursuant to CPLR 308(5)
☐ overnight delivery pursuant to CPLR 2103(b)(6)

on or before OCT 23, 2018 shall be deemed sufficient service thereof.

Dated: Brooklyn, New York
10/22/18, 2018

[Signature]
Justice
Civil Court City of New York, County of Kings

HANNAH COHEN
JUDGE, HOUSING COURT

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

Index No. 081709-18
Index No. 081708-18

-----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)

Memorandum of Law

In Support of

Motion to Dismiss

No Waiver of Jurisdictional Defects

This pre-answer 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.

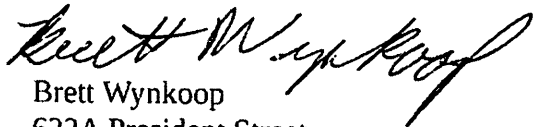
Conclusion


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

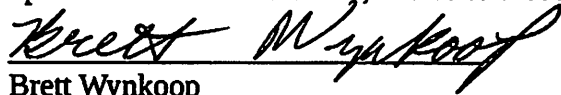
AFFIDAVIT OF VERIFICATION

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 2nd 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> |
|--|--|

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 NEW YORK
COUNTY OF KINGS

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. 01SO6089049
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.

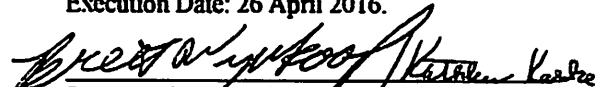
WHEREAS, this misrepresentation caused the inspector of elections to err in her duty and improperly tally the vote.

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', is located at the bottom right of the document.

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> |
|--|---|

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.

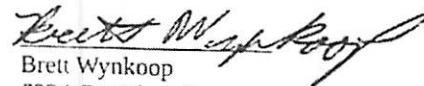
19. The signatory, Kyle Taylor and his retained counsel Daniel P. Sodrowski, and his employer, Ganfer Shore, should note that upon receiving a common law rejection of the Petition, Petitioner cannot ethically or legally attempt to proceed in the case until such time as Kyle Taylor and his retained counsel,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

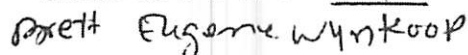
20. Any action other than correcting the improper verification and reserving or making a motion to compel acceptance of the verified petition may subject Kyle Taylor and his retained counsel, Daniel P. Sodrowski, and his employer, Ganfer Shore, to sanctions and treble damages under Judiciary Law 487.

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
 Eugene Wynkoop



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

Exhibit C

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


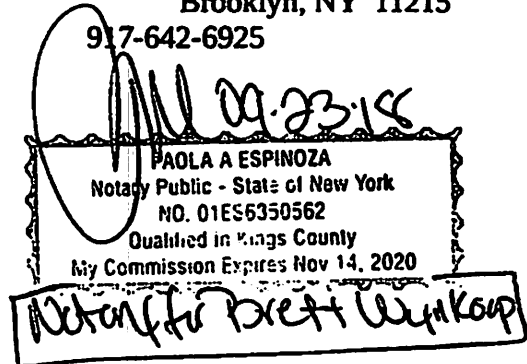

Brett Wynkoop
622A President Street
Brooklyn, NY 11215
917-642-6925


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.

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 2

**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.

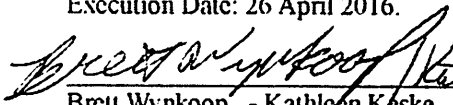
WHEREAS, this misrepresentation caused the inspector of elections to err in her duty and improperly tally the vote.

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', is located at the bottom right of the document.

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 3

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X
BRETT E. WYNKOOP and KATHLEEN KESKE

Plaintiffs

-against-

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

Defendants

-----X
STATE OF NEW YORK }
COUNTY OF KINGS }

Index no.: 507156/2013

**REPORT OF
REFEREE**

JAIME LATHROP, an attorney duly licensed to practice law before the
Courts of the State of New York, under penalty of perjury, deposes and says:

1. I was appointed referee by an order of the Honorable David I Schmidt on April 13, 2015.
2. On May 27th, 2015, a meeting of the shareholders was held at my office at 641 President Street, Brooklyn New York.
3. In attendance were Kyle Taylor, Hilary Taylor, Rajeev Subramanyam and Brett E. Wynkoop, constituting a quorum.
4. Kyle Taylor nominated Hilary Taylor and Rajeev Subramanyam and Rajeev Subramanyam nominated Kyle Taylor.
5. A vote was held as to the proposed board members and Kyle Taylor and Rajeev Subramanyam voted "aye". As such, the proposed board members were elected.
6. The meeting was concluded.
7. As such, I find that Hilary Taylor, Kyle Taylor and Rajeev Subramanyam constitute the board of directors.
8. A copy of the minutes are appended hereto.

DAIED: JUNE 29, 2015
BROOKLYN, NY


JAIME LATHROP, ESQ.

CERTIFIED COPY

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SHAREHOLDERS MEETING

May 27, 2015

2:00 p.m.

641 President Street

Brooklyn, New York

GREENHOUSE REPORTING, INC.

875 Sixth Avenue - Suite 1111

New York, New York 10001

(212) 279-5108

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P R E S E N T:

LAW OFFICE OF JAMIE LATHROP

641 President Street

Brooklyn, New York 11215

BY: JAMIE LATHROP, ESQ.

GANFER & SHORE LLP

360 Lexington Avenue

New York, New York 10017

BY: LLOYD F. REISMAN, ESQ.

MANDEL BHANDARI LLP

80 Pine Street

33rd Floor

New York, New York 10005

BY: RISHI BHANDARI, ESQ.

KYLE TAYLOR

HILARY TAYLOR

RAJEEV SUBRAMANYAM

BRETT WYNKOOP

1 Shareholders Meeting - May 27, 2015

2 MR. LATHROP: We're on the record.

3 MS. TAYLOR: My name is Hilary
4 Taylor. My address is 678 Dean Street,
5 Brooklyn, New York, 11238.

6 MR. SUBRAMANYAM: Rajeev Subramanyam,
7 26 Butler Place, Brooklyn, New York,
8 11238.

9 MR. TAYLOR: I am Kyle Taylor. I
10 live at 678 Dean Street, Brooklyn, New
11 York.

12 MR. REISMAN: Lloyd Reisman with
13 Ganfer & Shore. I'm the attorney for
14 Kyle, Rajeev and Hilary, and my office is
15 at 360 Lexington Avenue, New York, New
16 York, 10017.

17 MR. BHANDARI: Hi. My name is Rishi
18 Bhandari, and I represent Hilary Taylor,
19 Kyle Taylor and Rajeev Subramanyam, and my
20 firm is Mandel Bhandari LLP, and our
21 offices are at 80 Pine Street in New York,
22 New York, 10005.

23 MR. WYNKOOP: Brett Wynkoop, 622A
24 President Street, Brooklyn, New York
25 11215. And I'd like to note on the record

1 Shareholders Meeting - May 27, 2015
2 that there are a number of
3 non-shareholders here and that this is
4 supposed to be a shareholders meeting, and
5 shareholders meetings are not public
6 forums. All the non-shareholders should
7 be removed from the meeting.

8 MR. LATHROP: Thank you for that
9 unsolicited offer, Mr. Wynkoop. This
10 meeting is being held pursuant to an order
11 of the Honorable Justice David Schmidt,
12 index number 507156/13, Wynkoop versus
13 622A Owners or something of that, subject
14 to correction.

15 We have a shareholders meeting today.
16 There's been an indication I believe we
17 have enough for a quorum. How many
18 shareholders are present here today who
19 have voting rights? Three. Do we have a
20 proposed slate for the board of directors
21 today? Anyone?

22 MR. TAYLOR: Yes. I would like
23 to nominate Rajeev Subramanyam and
24 Hilary Taylor as candidates for the
25 board.

1 Shareholders Meeting - May 27, 2015

2 MR. SUBRAMANYAM: And I'd like to
3 nominate Kyle Taylor as a candidate for
4 the board.

5 MR. LATHROP: What's the position for
6 the board that they want to go for?
7 President, vice president, secretary,
8 treasurer?

9 MR. WYNKOOP: Pardon me, sir.

10 MR. LATHROP: Excuse me.

11 MR. WYNKOOP: The board doesn't have
12 officer positions per se. Officer
13 positions are independent of the board.
14 The bylaws, I believe, teach us that you
15 elect the board, and then the board elects
16 the officers, so we should be here to
17 elect board members, according to Justice
18 Schmidt's order.

19 MR. LATHROP: So we have a slate, a
20 proposed board members. All in favor,
21 please raise your hand and say aye.

22 MR. WYNKOOP: Pardon me, sir. There
23 are other proposals as well.

24 MR. LATHROP: We're just dealing with
25 the first one where we're speaking about a

1 Shareholders Meeting - May 27, 2015

2 board, Mr. Wynkoop, but thanks anyway.

3 All those in favor of the slate of
4 proposed members of the board, please
5 raise your hand and say aye.

6 MR. TAYLOR: Aye.

7 MR. SUBRAMANYAM: Aye.

8 MR. LATHROP: Splendid. Motion's
9 been carried.

10 MR. WYNKOOP: Sir, that's not the way
11 the board is elected.

12 MR. LATHROP: Excuse me. Off the
13 record.

14 (Discussion off the record)

15 MR. LATHROP: Back on the record. Do
16 we have any other business today for the
17 shareholder meeting that we called today?
18 Anyone?

19 MR. TAYLOR: No.

20 MR. SUBRAMANYAM: No.

21 MR. LATHROP: Splendid. Meeting is
22 adjourned. You guys want to make
23 recommendations to confirm the board's
24 election, do it to me, I'll write a
25 report. 14 days. Thanks a lot. Have a

Shareholders Meeting - May 27, 2015

great day.

(Time noted: 2:07 p.m.)

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|----------|--|--|---|--|
| A | election 6:24 elects 5:15 ESQ 2:7,13,20 Excuse 5:10 6:12 | 3:15 live 3:10 Lloyd 2:13 3:12 LLP 2:10,16 3:20 lot 6:25 | positions 5:12,13 present 4:18 president 1:8 2:5 3:24 5:7,7 proceedings 8:8 proposals 5:23 proposed 4:20 5:20 6:4 public 4:5 8:6 pursuant 4:10 | State 8:3,6 Street 1:8 2:5,17 3:4,10,21,24 subject 4:13 Subramanyam 2:24 3:6,6,19 4:23 5:2 6:7,20 Suite 1:23 supposed 4:4 |
| B | Back 6:15 believe 4:16 5:14 Bhandari 2:16,20 3:17,18,20 blood 8:11 board 4:20,25 5:4 5:6,11,13,15,15 5:17,20 6:2,4,11 board's 6:23 Brett 2:25 3:23 Brooklyn 1:9 2:6 3:5,7,10,24 business 6:16 Butler 3:7 bylaws 5:14 | F F 2:13 8:2 favor 5:20 6:3 firm 3:20 first 5:25 Floor 2:18 forums 4:6 further 8:10 | M Mandel 2:16 3:20 marriage 8:12 matter 8:13 meeting 1:4 3:1 4:1 4:4,7,10,15 5:1 6:1,17,21 7:1 meetings 4:5 members 5:17,20 6:4 Motion's 6:8 | T T 2:2 8:2,2 taken 8:8 Taylor 2:22,23 3:3 3:4,9,9,18,19 4:22,24 5:3 6:6 6:19 teach 5:14 Thank 4:8 thanks 6:2,25 Three 4:19 Time 7:3 today 4:15,18,21 6:16,17 transcript 8:8 treasurer 5:8 true 8:7 |
| C | C 8:2,2 called 6:17 candidate 5:3 candidates 4:24 carried 6:9 certify 8:7,10 confirm 6:23 correction 4:14 | G Ganfer 2:10 3:13 go 5:6 great 7:2 GREENHOUSE 1:22 guys 6:22 | N N 2:2 name 3:3,17 New 1:9,24,24 2:6 2:12,12,19,19 3:5 3:7,10,15,15,21 3:22,24 8:3,6 nominate 4:23 5:3 non-shareholders 4:3,6 Notary 8:6 note 3:25 noted 7:3 number 4:2,12 | U unsolicited 4:9 |
| D | Danyo 8:5,19 David 4:11 day 7:2 8:15 days 6:25 dealing 5:24 Dean 3:4,10 directors 4:20 Discussion 6:14 | H hand 5:21 6:5 8:15 held 4:10 hereunto 8:14 Hi 3:17 Hilary 2:23 3:3,14 3:18 4:24 Honorable 4:11 | O offer 4:9 office 2:4 3:14 officer 5:12,12 officers 5:16 offices 3:21 order 4:10 5:18 outcome 8:13 Owners 4:13 | V V 8:5,19 versus 4:12 vice 5:7 voting 4:19 |
| E | E 2:2,2 8:2,2 elect 5:15,17 elected 6:11 | I independent 5:13 index 4:12 indication 4:16 interested 8:12 | P P 2:2 p.m 1:6 7:3 Pardon 5:9,22 parties 8:11 Pine 2:17 3:21 Place 3:7 please 5:21 6:4 position 5:5 | W want 5:6 6:22 way 6:10 8:12 we're 3:2 5:24,25 WHEREOF 8:14 WITNESS 8:14 write 6:24 Wynkoop 2:25 3:23,23 4:9,12 5:9,11,22 6:2,10 |
| | | J JAMIE 2:4,7 Joseph 8:5,19 June 8:15 Justice 4:11 5:17 | | X |
| | | K Kyle 2:22 3:9,14,19 5:3 | | Y York 1:9,24,24 2:6 2:12,12,19,19 3:5 |
| | | L LATHROP 2:4,7 3:2 4:8 5:5,10,19 5:24 6:8,12,15,21 LAW 2:4 Lexington 2:11 | | |

Exhibit 4



Ganfer
Shore
Leeds &
Zauderer LLP

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

September 17, 2018

Via First Class Mail

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

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

Dear Mr. Wynkoop:

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

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

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

Very truly yours,

A handwritten signature in black ink, appearing to read 'D. P. Sodroski', with a stylized flourish at the end.

Daniel P. Sodroski



Ganfer
Shore
Leeds &
Zauderer LLP

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

September 17, 2018

Via First Class Mail

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

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

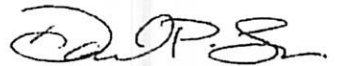
Dear Ms. Keske:

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

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Very truly yours,


Daniel P. Sodroski



Ganfer
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Leeds &
Zauderer LLP

360 Lexington Avenue
New York, New York 10017

Daniel P. Sodroski
Dir: 646.878.2472
Fax: 212.922.9335
dsodroski@ganfershore.com

September 17, 2018

Via First Class Mail

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

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

To Whom It May Concern:

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

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

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Very truly yours,

A handwritten signature in dark ink, appearing to read 'D.P. Sodroski', written over a horizontal line.
Daniel P. Sodroski



Ganfer
Shore
Leeds &
Zauderer LLP

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

September 17, 2018

Via First Class Mail

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

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

Dear Mr. Wynkoop:

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

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

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

Very truly yours,

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Daniel P. Sodroski



Ganfer
Shore
Leeds &
Zauderer LLP

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

September 17, 2018

Via First Class Mail

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

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

Dear Ms. Keske:

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

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

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

Very truly yours,

A handwritten signature in dark ink, appearing to read 'D. P. Sodroski', with a stylized flourish at the end.

Daniel P. Sodroski



Ganfer
Shore
Leeds &
Zauderer LLP

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

September 17, 2018

Via First Class Mail

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

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

To Whom It May Concern:

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

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Very truly yours,

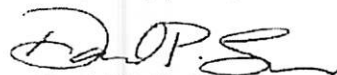

Daniel P. Sodroski

Exhibit 5

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

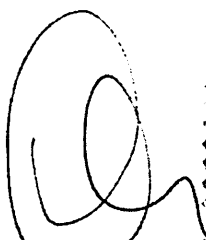
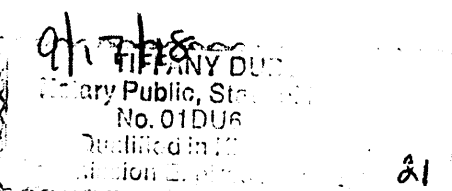
That on 9/17/2018 at approximately 12:00 PM, I served the within **AFFIDAVIT REJECTION OF PETITION, REJECTED NOTICE OF PETITION and REJECTED PETITION** by personally delivering to and leaving with a man who refused to give me his name but who told me to "leave it on the desk" for Ganfer Shore Leeds &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

  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
New York, New York 10025
(516) 445 4390

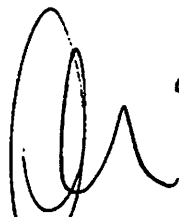
That on 9/17/2018 at approximately 12:00 PM, I served the within **AFFIDAVIT REJECTION OF PETITION, REJECTED NOTICE OF PETITION and REJECTED PETITION** by personally delivering to and leaving with a man who refused to give me his name but who told me to "leave it on the desk" for Ganfer Shore Leeds &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


TIFFANY DUSEK
Notary Public, State of New York
No. 01DU6232601
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> |
|--|---|

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:

- 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.
- 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.
- 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.

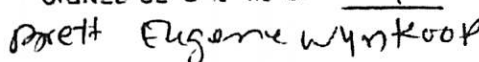
20. Any action other than correcting the improper verification and reserving or making a motion to compel acceptance of the verified petition may subject Kyle Taylor and his retained counsel, Daniel P. Sodrowski, and his employer, Ganfer Shore, to sanctions and treble damages under Judiciary Law 487.


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
 Eugene Wynkoop


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

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

AFFIDAVIT REJECTION OF PETITION

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

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

1. Petition for New York City Civil Court against Brett Wynkoop, Kathleen Keske, Jane and John Doe, index number 081709 regarding 622A President Street, Apartment 2, Brooklyn, NY, is hereby rejected for failure to comply with the un-waived common law right of any Defendant to have a Plaintiff swear to substantive facts under penalty of perjury as codified by CPLR 3020 pursuant to CPLR 3022.
2. New York Licensed attorney (Registration # 4662490), for now, petitioner signatory, Kyle Taylor, formerly of Quinn Emmanuel (<https://www.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.

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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
Notary Eugene Wynkoop


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

reject-081709.odt

3 of 3

Exhibit 6



Ganfer
Shore
Leeds &
Zauderer LLP

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

September 17, 2018

Via First Class Mail

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

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


Dear Mr. Wynkoop:

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

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

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

Very truly yours,


Daniel P. Sodroski



Ganfer
Shore
Leeds &
Zauderer LLP

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

September 17, 2018

Via First Class Mail

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

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

Dear Ms. Keske:

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

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

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

Very truly yours,

A handwritten signature in dark ink, appearing to read 'D. P. Sodroski', with a stylized flourish at the end.
Daniel P. Sodroski



Ganfer
Shore
Leeds &
Zauderer LLP

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

September 17, 2018

Via First Class Mail

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

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

To Whom It May Concern:

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

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

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

Very truly yours,

A handwritten signature in black ink, appearing to read 'D. P. Sodroski', written over a horizontal line.
Daniel P. Sodroski



Ganfer
Shore
Leeds &
Zauderer LLP

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

September 17, 2018

Via First Class Mail

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

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

Dear Mr. Wynkoop:

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

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

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

Very truly yours,

A handwritten signature in black ink, appearing to read 'D. P. Sodroski', written over a horizontal line.

Daniel P. Sodroski



Ganfer
Shore
Leeds &
Zauderer LLP

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

September 17, 2018

Via First Class Mail

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

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

Dear Ms. Keske:

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

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

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

Very truly yours,

A handwritten signature in black ink, appearing to read 'D. P. Sodroski', with a stylized flourish at the end.

Daniel P. Sodroski



Ganfer
Shore
Leeds &
Zauderer LLP

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

September 17, 2018

Via First Class Mail

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

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

To Whom It May Concern:

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

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

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

Very truly yours,



Daniel P. Sodroski

Exhibit 7

111

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

Decided on November 29, 2010

Supreme Court, Kings County

Washington Mutual Bank, Plaintiff,

against

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

16359/08

Plaintiff:

Matthews & Matthews, P.C.

Huntington NY

Defendant:

No Appearances.

Arthur M. Schack, J.

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

information, and belief, the Summons and Complaint filed in support of this action for foreclosure are complete and accurate in all relevant respect." Counsel is reminded that the new standard Court affirmation form states in a note at the top of the first page: During and after August 2010, numerous and widespread insufficiencies in foreclosure filings in various courts around the nation were reported by major mortgage lenders and other authorities. These insufficiencies include: failure of plaintiffs and their counsel to review documents and files to establish standing and other foreclosure requisites; filing of notarized affidavits which falsely attest to such review and to other critical facts in the foreclosure process; and "robosigning" of documents by parties and counsel. ***The wrongful filing and prosecution of foreclosure proceedings which are discovered to suffer from these defects may be cause for disciplinary and other sanctions upon participating counsel. [Emphasis added]***

According to the October 20, 2010 Office of Court Administration press release about the new filing requirement: The New York State court system has instituted a new filing requirement in residential foreclosure cases to [*3]protect the integrity of the foreclosure process and prevent wrongful foreclosures. Chief Judge Jonathan Lippman today announced that plaintiff's counsel in foreclosure actions will be required to file an affirmation certifying that counsel has taken reasonable steps — including inquiry to banks and lenders and careful review of the papers filed in the case — to verify the accuracy of documents filed in support of residential foreclosures. The new filing requirement was introduced by the Chief Judge in response to recent disclosures by major mortgage lenders of significant insufficiencies — including widespread deficiencies in notarization and "robosigning" of supporting documents — in residential foreclosure filings in courts nationwide. The new requirement is effective immediately and was created with the approval of the Presiding Justices of all four Judicial Departments. Chief Judge Lippman said, "***We cannot allow the courts in New York State to stand by idly and be party to what we now know is a deeply flawed process, especially when that process involves basic human needs — such as a family home — during this period of economic crisis.***" This new filing requirement will play a vital role in ensuring that the documents judges rely on will be thoroughly examined, accurate, and error-free before any judge is asked to take the drastic step of foreclosure." ***[Emphasis added]*** (See Gretchen Morgenson and Andrew Martin, *Big Legal Clash on*

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

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

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

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

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

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

Background

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

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

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

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

Discussion

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

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

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

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

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

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

Conclusion

Accordingly, it is

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

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

This constitutes the Decision and Order of the Court.

ENTER

HON. ARTHUR M. SCHACK

J. S. C.

[*8]

[Return to Decision List](#)

Exhibit 8

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

404

-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 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 | 1-2 |
| Answering Affidavits | |
| Replying Affidavits | |
| Exhibits | |
| Stipulations | |
| Other | |

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



Ganfer
Shore
Leeds &
Zauderer LLP

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

October 30, 2018

Via Hand Delivery

Hon. David A. Harris
Part S, Courtroom 504
141 Livingston Street
Brooklyn, New York 11201

Re: 622A President Street Owners Corp. v. Wynkoop, et al.
Kings County Civil Court Index No. LT-081708-18/KI

Dear Judge Harris:

As you know, this firm represents 622A President Street Owners Corp., the Petitioner in the above-referenced nonpayment proceeding. The Kings County Warrant Clerk notified my office that the Court required the telephone number for the Managing Agent identified on the Petition.

The building is a self-managed, four-apartment cooperative, and the Coop Board's Vice President, Kyle Taylor, is listed as the Managing Agent. Mr. Taylor's phone number was intentionally omitted from the Petition on the basis that Respondents are likely to use same to harass Mr. Taylor and the other Board members. Mr. Taylor's phone number is (416) 360-1175, and Petitioner hereby provides same for the Court's file.

If the Court has any further questions, please do not hesitate to contact me.

Very truly yours,

Daniel P. Sodroski

2018 NOV -1 PM 12:34

Exhibit 9

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 10

AFFIDAVIT OF SERVICE

State of New York)
County of New York)

The undersigned being duly sworn, deposes and says:

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

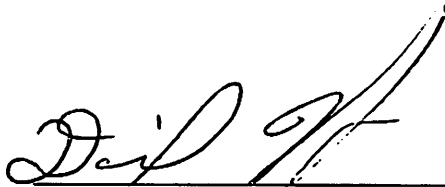
18 years of age and resides at 311 West 24th Street 21E
New York, NY 10011
(complete address of person serving papers)

That on 9.24.2018 15:15pm, 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/grey polo shirt. He had glasses



Signature of person serving papers

Daniel Hulkower

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

| | |
|--|---|
| <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 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> |
|--|---|

AFFIDAVIT OF REJECTION

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

Kathleen Keske ("Affiant", "Keske"), 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.

KK

5. I have made strict search 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
23rd day of September, 2018, by Kathleen Keske

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

PAOLA A ESPINOZA
Notary Public - State of New York
NO. 01ES6350562
Qualified in Kings County
My Commission Expires Nov 14, 2020

Notary for Kathleen Keske

| | |
|--|---|
| <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> |
|--|---|

AFFIDAVIT OF REJECTION

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

Kathleen Keske ("Affiant", "Keske"), 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.
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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:

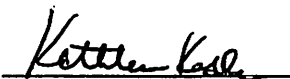
"A verification is a statement under oath that the pleading is true to the knowledge of the deponent,..."

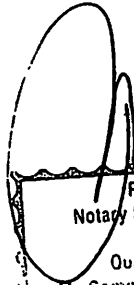
As previously explained to you 'true to the knowledge of the deponent' is not the same as 'true to the best of the deponent's knowledge'. I do not waive my right to a verified pleading.

K K

5. I have made strict search 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
23rd day of September, 2018, by Kathleen Keske


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


09-23-18
PAOLA A ESPINOZA
Notary Public - State of New York
NO. 01ES6350562
Qualified in Kings County
My Commission Expires Nov 14, 2020

Notary for Kathleen Keske

| | |
|--|---|
| <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> |
|--|---|

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,..."

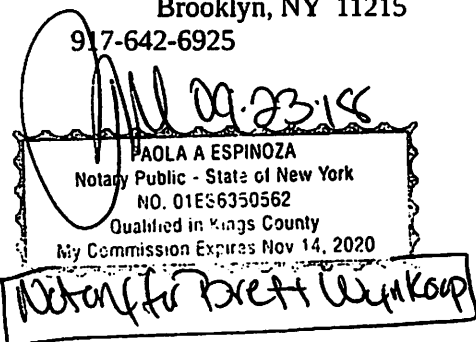
As previously explained to you 'true to the knowledge of the deponent' is not the same as 'true to the best of the deponent's knowledge'. I do not waive my right to a verified pleading.



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.
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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



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| <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 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:


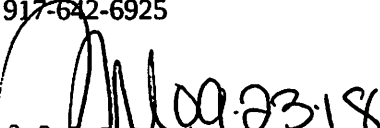
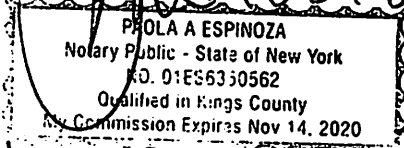
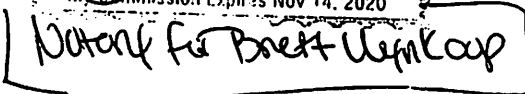
"A verification is a statement under oath that the pleading is true to the knowledge of the deponent,..."

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




**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 Rajceev Subramanyam provided the inspector of elections with a count of 55 shares per apartment when in fact apartment 1 is allocated 110 shares.

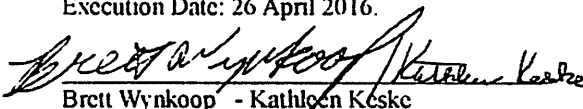
WHEREAS, this misrepresentation caused the inspector of elections to err in her duty and improperly tally the vote.

NOW, THEREFORE, BE IT RESOLVED, Kyle Taylor, Hillary Taylor and Rajceev 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

Rajceev 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 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.

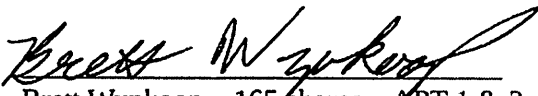
RESOLVED, Taylor, Taylor, and Subramanyam are directed to provide full access to any corporate accounts they have set up in the name of 622A President Street Owners Corporation to Brett Wynkoop.

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