

NEW YORK STATE SUPREME COURT COUNTY OF KINGS -----X Brett Wynkoop Petitioner,  -against-  Judge Marcia J. Sikowitz, Judge David Alan Harris,  Respondents  -----X	<b>Index No.</b>  <b>VERIFIED PETITION FOR WRIT OF  PROHIBITION &amp; MANDAMUS</b>  <b>ORAL ARGUMENT DEMANDED</b>  <b>EMERGENCY STAY REQUESTED</b>  <b>COURT REPORTER DEMANDED</b>
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1. I, Brett Wynkoop, sui juris, a man, free born, and of lawful age, make this Verified Petition for a Writ of Prohibition against Judge Marcia J. Sikowitz, Judge David Alan Harris and the Kings County Civil Court seeking to prohibit any further action in the cases under index numbers **LT-081708-18 and LT-081709-19** as the court has proceeded without 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.

3. Petitioner will fully set forth in this petition with exhibits and affidavits the proof positive that that a Writ of Mandamus must issue to the court below directing it to do it's ministerial duty.

4. Petitioner will fully set forth in this petition with exhibits and affidavits the proof positive that the court below is proceeding without jurisdiction, or in excess of Jurisdiction and that a Writ of Prohibition must issue.

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

## **Pro-Se Standard of Review**

6. *Because the Plaintiff is pro se, the Court has a higher standard when faced with a motion to dismiss, White v. Bloom, 621 F.2d 276, makes this point clear and states: A court faced with a motion to dismiss a pro se complaint must read the complaint's allegations expansively, Haines v. Kerner, 404 U.S. 519, 520-21, 92 S. Ct. 594, 596, 30 L. Ed. 2d 652 (1972), and take them as true for purposes of deciding whether they state a claim. Cruz v. Beto, 405 U.S. 319, 322, 92 S. Ct. 1079, 1081, 31 L. Ed. 2D 263 (1972).*
7. *Pro se litigants' court submissions are to be construed liberally and held to less stringent standards than submissions of lawyers. If the court can reasonably read the submissions, it should do so despite failure to cite proper legal authority, confusion of legal theories, poor syntax and sentence construction, or litigant's unfamiliarity with rule requirements. Boag v. MacDougall, 454 U.S. 364, 102 S.Ct. 700, 70 L.Ed.2d 551 (1982); Estelle v. Gamble, 429 U.S. 97, 106, 97 S.Ct. 285, 50 L.Ed.2d 251 (1976) (quoting Conley v. Gibson, 355 U.S. 41, 45-46, 78 S.Ct. 99, 2 L.Ed.2d 80 (1957)); Haines v. Kerner, 404 U.S. 519, 92 S.Ct. 594, 30 L.Ed.2d 652 (1972); McDowell v. Delaware State Police, 88 F.3d 188, 189 (3rd Cir. 1996); United States v. Day, 969 F.2d 39, 42 (3rd Cir. 1992)(holding pro se petition cannot be held to same standard as pleadings drafted by attorneys); Then v. I.N.S., 58 F.Supp.2d 422, 429 (D.N.J. 1999).*
8. *The courts provide Pro Se parties wide latitude when construing their pleadings and papers. When interpreting pro se papers, the Court should use common sense to determine what relief the party desires. S.E.C. v. Elliott, 953 F.2d 1560, 1582 (11th Cir.*

1992). See also, *United States v. Miller*, 197 F.3d 644, 648 (3rd Cir. 1999) (Court has special obligation to construe *pro se* litigants' pleadings liberally); *Poling v. K.Hovnanian Enterprises*, 99 F.Supp.2d 502, 506-07 (D.N.J. 2000).

9. Defendant has the right to submit *pro se* briefs on appeal, even though they may be inartfully drawn but the court can reasonably read and understand them. See, *Vega v. Johnson*, 149 F.3d 354 (5th Cir. 1998). Courts will go to particular pains to protect *pro se* litigants against consequences of technical errors if injustice would otherwise result. *U.S. v. Sanchez*, 88 F.3d 1243 (D.C.Cir. 1996).
10. Moreover, ***"the court is under a duty to examine the complaint to determine if the allegations provide for relief on any possible theory."*** *Bonner v. Circuit Court of St. Louis*, 526 F.2d 1331, 1334 (8th Cir. 1975) (quoting *Bramlet v. Wilson*, 495 F.2d 714, 716 (8th Cir. 1974). Thus, if this court were to entertain any motion to dismiss this court would have to apply the standards of *White v. Bloom*, 621 F.2d 276.
- Furthermore, if there is any possible theory that would entitle the Plaintiff to relief, even one that the Plaintiff hasn't thought of, the court cannot dismiss this case.***

**Note:** U.S. Supreme Court cases are controlling, other federal cases are persuasive.

#### **Parties In The Actions Below**

11. 622A President Street Owners Corporation (COOP) is a domestic residential cooperative housing corporation. It has a single asset, the 1890s tenement building at 622A President Street.

12. Kyle Taylor Esquire while not a named party in the action below, is a 20% shareholder in the COOP and lives in Ontario, Canada where he is employed as an attorney at AFFLECK GREENE MCMURTRY LLP. His import to this proceeding concerns actions of his that caused the court to be robbed of jurisdiction.

13. Rajeev Subramanyam while not a named party in the action below, is a 20% shareholder in the COOP and lives in one of his other two apartments in Brooklyn. His import to this proceeding concerns actions of his that caused the court to be robbed of jurisdiction. Both Taylor and Subramanyam lease out their unites in the COOP.

14. While the COOP is the alleged petitioner in the actions below it is really no party to the actions below as they are a false flag<sup>1</sup> attack by Subramanyam and Taylor. They use the court below in a collateral attack against Wynkoop and Keske with the intent of doing an end run around Kings County Supreme Court where they have so far been unable to obtain Wynkoop and Keske's Apartments and shares in the COOP.

15. Brett Wynkoop, Kathleen Keske, and Eric Richmond are respondents in the Civil Court Cases that are the subject of this petition. Keske and Wynkoop are husband and wife owning 60% of the issued shares in the COOP. They live in unit 1 and unit 2 of the COOP. Unit 1 is a duplex garden apartment with one level in the cellar and the other on the first floor of the building. Unit 2 comprises the entire second floor except stairwells Mr. Richmond is their long time friend and roommate.

16. Keske, Wynkoop and Richmond will be denoted as KWR in this document.

### **Jurisdictional Problems Below**

17. Attached as Exhibit 1 is Petitioner's motion to dismiss in the above referenced cases. While only one copy is attached to these papers I represent to the court that the exact same document was submitted in each case. The court will note that both index numbers appear in the caption.

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<sup>1</sup> 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.



18. Exhibit 1 provides detailed description of the many reasons the court below lacks jurisdiction.

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. No Personal Jurisdiction as timely rejection was made per CPLR 3022. Exhibit 1-B & 1-C.

b) Improperly verified petitions – the verification statement does not comport with CPLR 3020 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 receipt of Housing Court petition, KWR timely served a rejection of the papers based upon the improper notary, and upon defective drafting of the verification.

d) Coop responded with a rejection of KWR's rejection on the same day it received the KWR rejections. This was an acknowledgement of receipt by the Coop of KWR's rejection, establishing service, the date it was made and acceptance of service.

e) KWR then rejected the Coop's rejection on the grounds that it did not comply with CPLR 3022.

f) The COOP's rejection did not comport with CPLR 3022 and only claimed the rejection of the initiating petition was "legally insufficient". Exhibit 2 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 demanded See paragraph 16 of Exhibit 1. **No Personal Jurisdiction exists until a 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 Ex 1-A. **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 clerk to process a default when he knew no default could exist Exhibit 2 his letter acknowledging service and Exhibit 3 affidavits of service. Further KWR timely and with specifics per CPLR 3022 rejected Sodroski's rejection letter – Exhibit 4. **This is fraud upon the court by a court officer as well as attorney deceit and wrests the court of subject matter 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 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 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.**

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.<sup>23</sup>

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 a breach by Keske and Wynkoop it is well settled

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2 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.”).

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

law in this state that a tenant can not be in breach for conditions present when an apartment is leased to him. <sup>4</sup> 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. Paragraph 21 of Exhibit 1. See also Exhibit-5 HPD registration information & Exhibit-6 Taylor bio from agmlawyers.com. 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 current HPD registration is a storefront maildrop Exhibit-7. Taylor has not the authorization to file a building registration form, see Exhibit 1-A. 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 here. 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 Sidroski and Taylor to criminal

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<sup>4</sup> MEASOM v. GREENWICH & PERRY - 268 A.D.2d 156 (2000) 712 N.Y.S.2d 1

prosecution.<sup>5</sup> 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.

19. Judge Sikowitz denied Wynkoop & Keske due process in violation of the 5<sup>th</sup> and 14<sup>th</sup> amendments to the Constitution of the United States of America. Judge Sikowitz refused to read or hear oral arguments on Wynkoop and Keske's motion to dismiss for lack of jurisdiction stating that 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 destroyed 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 Exhibit-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.

20. Judge Harris in a similar manner denied Wynkoop & Keske their due process rights when he instructed Wynkoop that no objections could be made in the hearing before him. It is axiomatic that making objections is how one preserves their right to appeal. By silencing Wynkoop's objections Judge Harris denied Wynkoop and Keske due process and caused the court to lose jurisdiction if by any stretch of the imagination Jurisdiction had been somehow established.

21. Judge Harris additionally violated Wynkoop & Keske's due process rights by refusing to take judicial notice of documents filed by the COOP in the case, documents that were on his bench with him at the time.

22. Judge Harris additionally violated the due process rights of Wynkoop & Keske by refusing to take judicial notice of Kings County District Attorney actions against a landlord who had started

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5 <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.

Landlord and Tenant eviction proceedings based upon false instruments (forged notarization of eviction petitions).

23. Both Judges denied due process to Wynkoop and Keske 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.

### **Conclusion**

24. It is clear the court had a ministerial duty to reject Petitions where the verification did not comport with the CPLR 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.<sup>6</sup>

25. 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 dismiss.<sup>7</sup>

26. 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.

27. 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.

28. 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.

29. Once jurisdiction is challenged the court can not proceed without the OPPOSING PARTY proving that jurisdiction is established and has never been lost. Neither Judge heard any arguments

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<sup>6</sup> The original in the court's files shows a raised seal declaring notarization by an Ontario, Canada notary.

<sup>7</sup> *Ex parte McCordle*, 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.

from the COOP's alleged council with respect to jurisdiction. Mr. Sidrowski's only argument was that 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, and Sidrowski admitted in his filings with the court that he was timely served the rejection of his initiating documents.

30. Had the defects in COOP's petition verification (Exhibit 9) been the only jurisdictional problem the only remedy would have been to correct the pleadings and reserve. As admitted by all parties this did not happen.

31. 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.

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

33. 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.<sup>8</sup> The order may be seen in Exhibit-1-D and it has not been changed, or vacated since it was written.

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<sup>8</sup> 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.

### Relief Sought

34. 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.

35. 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.

36. 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.

37. Proposed Writs are attached.



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



**AFFIDAVIT OF VERIFICATION**

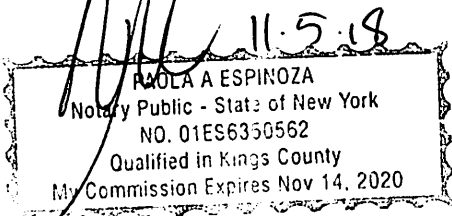
STATE OF NEW YORK:

COUNTY OF KINGS:ss.

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.

Brett Wynkoop

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



Subscribed and sworn to

before me this 5<sup>th</sup> day of

November 20 18

NEW YORK STATE SUPREME COURT COUNTY OF KINGS -----x Brett Wynkoop Petitioner,  -against-  Judge Marcia J. Sikowitz, Judge David Alan Harris,  Respondents  -----x	<b>Index No.</b>  <b>Writ of Prohibition</b>
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**Whereas it has been shown** that Judge Marcia J. Sikowitz, Judge David Alan Harris and the Civil Court for the County of Kings 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 -----x	<b>Index No.</b>  <b>Writ of Mandamus</b>
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**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, 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 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

Wynkoop Affidavit

**Supreme Court State of New York  
County of Kings**

**Index Number:**

-----x

**Brett Wynkoop,**

**Affidavit of Brett Wynkoop  
in Support of  
Verified Petition  
For  
Writ of Prohibition  
Writ of Mandamus**

**Petitioner,**

**-against**

**Judge Marcia J. Sikowitz, Judge David Alan Harris,**

**Respondents**

-----x

State of New York     )  
                                  ) ss.:  
County of \_\_\_\_\_)

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. Exhibit 1 is a true copy of the order to show cause and motion submitted as motion sequence 1 in LT-081708-18 and LT-081709-18.
2. Exhibit 2 is a true copy of the rejection of my rejection of the petitions initiating LT-081708-18 and LT-081709-18. This shows that my rejection was timely per CPLR 3022.
3. Exhibit 3 is a true copy of the affidavit of service of my rejection of the improperly verified petition delivered by 622A President Street Owners Corporation (COOP) alleged attorney.
4. Exhibit 4 is a true copy of the affidavit of service and served affidavits of rejection along with shareholder resolutions also served upon COOP's Attorney.

5. Exhibit 5 is a true copy of the HPD Building Registration Summary Report for 622A President Street.
6. Exhibit 6 is a true copy of the Bio Page for Kyle Taylor at agmlawyers.com a Toronto law firm.
7. Exhibit 7 is a true copy of the first page of Balloonmail.nyc, Kyle Taylor's claimed address.
8. Exhibit 8 is a true copy of the 30 October order of Judge Sikowitz that denied Wynkoop, Keske, and Richmond due process.
9. Exhibit 9 is a true copy of the affidavit of verification signed by Kyle Taylor Esquire. A search of New York Notaries shows Daphne H. Hooper is not commissioned as a notary in the state of New York.
10. Brett Wynkoop and Kathleen Keske hold in common 60% of the shares of 622A President Street Owners Corporation (COOP), a domestic cooperative housing corporation.
11. 622A President Street has been our home since February of 1995. We purchased 2 units in the building comprising 3 of the 5 habitable floors in the building.
12. Kyle Taylor Esquire is a minority shareholder holding 20% of the shares in the COOP, and living in Canada while he rents out his 4<sup>th</sup> floor unit. He bought into the COOP in September of 2010. He is a licensed NY Attorney.
13. Rajeev Subramanyam is a minority shareholder holding 20% of the shares in the COOP, and living elsewhere in Brooklyn in one of his other 2 properties. He rents out his 3<sup>rd</sup> floor unit. He bought into the COOP in January 2006.
14. In March of 2012 Kyle Taylor Esquire and Rajeev Subramanyam, the minority shareholders in the COOP upon information and belief became annoyed with me for my insisting they act like

grownups and properly handle their responsibilities with respect to the COOP. Mr. Subramanyam had been constantly in arrears with his rent and Mr. Taylor committed the COOP to a large contract without consultation with either myself or my wife. This was upsetting as since it's inception our little 4 unit coop had truly run cooperatively with all shareholders having a voice in major decisions.

15. Neither Taylor nor Subramanyam were pleased with my request that they be more responsible partners.
16. In March 2012 Taylor and Subramanyam filed suit against my wife and me to evict us and cancel our shares based mostly on the theory that we had taken over building common space for our own private use. To support this claim they represented to the court that an unsigned copy of the COOP's Proprietary Lease with a page removed represented the lease they signed and that nowhere did the first floor apartment have rights to the cellar of the building.
17. Before the first appearance before Judge Rivera my attorney obtained by subpoena true copies of Subramanyam and Taylor's Proprietary Leases, which they signed, and which included page 7A, which assigned the complete cellar of the building to apartment 1.
18. When confronted with their lie and given the opportunity to withdraw their complaint against my wife and me they instead "doubled down" and began to accuse me of self enrichment from COOP funds.
19. Eventually Kings County Supreme Court Action 6548-2012 was dismissed at which time their attorney informed me his clients would keep after me until they won on the merits or ran me out of money. He stressed that his clients had very deep pockets.
20. To quiet our rights which were challenged by Taylor and Subramanyam my wife and I brought 507156-2013 against the COOP naming Taylor, his wife and Subramanyam as defendants for their trespasses against us in connection with the previous case.

21. Taylor and Subramanyam brought counterclaims that were largely the same as their claims in the previous action.
22. This background is important to the instant petition. For 6 years Taylor and Subramanyam have attempted to steal my home using the court as their weapon of choice, and priming the court with a series of lies. Each time a lie is exposed they shift directions and start a new bigger lie. While we have documentary evidence of their many frauds upon the court, so far no judge has bothered to examine the evidence. Judge Rivera said "You want me to rule on the evidence, I don't want to work that hard".
23. In spite of their superior financial position and repeated manufactured incidents, like false claims of discovery abuse, with attendant requests for a finding in their favor and disposing my wife and me of our home they have been unable to achieve ownership of our units or shares in Kings County Supreme Court.
24. This fall they changed their course and decided to go to an inferior court in an attempt to get there what they have been unable to obtain from this court, cancelation of our shares and eviction.
25. They went to housing court claiming to have the authority of the COOP and the authority to collect rents. They have neither.
26. Taylor, Taylor, and Subramanyam were for a brief time after a rigged election named the board of directors for the COOP. The election is currently subject to review by AD2. They point to an void order by Judge Rivera as their authority to be the board of the COOP forever. In fact the order only confirmed an election held at the offices of Jamie Lathrop Esquire.
27. Taylor, Taylor, and Subramanyam nonetheless were removed from power by shareholder resolution and remain today with no official power to act on behalf of the COOP.



28. In spite of the foregoing they filed a building registration with NYC HPD naming them as the building contacts and initially claiming Taylor lived at 622A President Street. They have since revised the HPD registration and now claim to live at the offices of Ballon Mail. Please see exhibits 5-7.
29. Filing a building registration was one needed step to invoke the power of Housing Court against my wife and me. It will be noted to accomplish this step they committed the crime of **filing a false instrument in the second degree.**
30. Another needed step to invoke the power of the Housing Court was to file a petition for eviction. This was done by their attorneys Ganfer Shore Leeds and Zauderer with Kyle Taylor “verifying” the petition. Mr. Taylor’s petition verification was fatally flawed in that not only did it not comport with CPLR 3020, but the notarization was a fake.
31. Daphne H. Hooper is not a New York Licensed Notary, and examination of her signature on the original document filed with the clerk of the court reveals an embossed seal proclaiming her notary status in Canada.
32. Both the failure to comport with CPLR 3020 and the false notarization make the petitions for eviction nullities and make their filing a criminal act. The Kings County DA in February of this year brought charges against a land lord for filing false instruments (fake notary) in housing court eviction proceedings.
33. The court is referred to my affidavit that is included as part of exhibit-1.
34. As the court can see by looking at Exhibit-1A Taylor and Subramanyam were stripped of all corporate power.

35. Unable to obtain their desired results via this court, Taylor and Subramanyam have, as part of a false flag<sup>1</sup> operation, hired Ganfer Shore Leeds and Zauderer (G&S) to claim to represent the COOP and bring the Housing Court actions. Previously G&S represented Taylor and his wife personally in the ongoing litigation under 507156-2013 in Kings County Supreme Court.
36. On 30 October 2018 my wife and I arrived at room 509 of the Civil Court at about 0915. I waited by the door to the courtroom for it to open. When the courtroom opened at about 0930 I checked in with the court for both myself and my wife, and then asked to see the case file for the instant action. I did a quick check of the file and found ex-parte communication between G&S and the court. At that time there was no default recorded in the file. After looking at the file I handed it back to the judge's clerk.
37. When the case was called at first call before I got more than a couple of sentences from my Oral argument out Daniel P. Sodroski Esquire of G&S claimed he had not received service of my papers.
38. Judge Sikowitz asked if I had proof of service and I produced a valid affidavit of service which she rejected saying it was not good because the person who preformed the service for me did not attach the receipt. This is of course an abuse of discretion as the affidavit of service was not facially defective and therefore was prima-facia proof of service.
39. Judge Sikowitz asked if I could provide another copy of my papers for Sodroski and suggested we adjourn until 1400 and I make a copy of the papers for Sodroski if he would accept service on the spot.
40. At that time Sodroski said there was no need, that I had no standing to bring any motion before I moved to vacate the default against me.

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<sup>1</sup> 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.





41. I protested there was no default and implored Judge Sikowitz to look in the file she held in her hand to see for herself that no such judgement existed, but she refused and wrote the nonsensical order denying my motion with leave to present it again when I had vacated the (non-existent) default.
42. I implored Judge Sikowitz to allow me to present my oral arguments and informed her that the motion and attached exhibits would prove that it was impossible for Respondents to be in default. **She refused to grant me opportunity to be heard on my own motion based only on the word of opposition counsel.**
43. Upon my further protests she said "You can take it up with the Appellate Term". At which point she handed a copy of her order to me and suggested I go to room 404 for help.
44. My wife, Eric Richmond (John Doe), and I withdrew from the well and began to leave. I then returned and asked the judge's clerk if I could again examine the court file, a file he had just minutes before allowed me to look at in the front row of the gallery. His response was that I had to go to the Pro-Se window and make a request there. He stated they would send a runner for the file and I could look at it on the second floor.
45. My wife being handicapped with difficulty walking elected to remain on the 5<sup>th</sup> floor while Richmond and I retired to the second floor to examine the file. It took almost 2 hours for the court to produce the file on the second floor.
46. When Richmond and I examined the file we still could find no default judgement contained therein, but we did discover a REJECTED APPLICATION FOR DEFAULT.
47. We had a hearing on LT-081708-18 before Judge Harris later in the day. Since the facts and parties are the same as LT-081709-18 during conference with his law clerk decided to pull the file for this case. At about 1545 the law clerk, Sodrowski, Richmond, Keske and I were in



conference. At that hour the law clerk examined both folders in our presence and there was still no judgement of default in either file.

48. Clearly even the if the court had jurisdiction, which it did not, all was lost by Judge Sikowitz's blatant prejudice, which was demonstrated by her taking the word of an attorney that Keske, Wynkoop and Richmond were in default, and refusing my request that she check for herself by examining the file, a file she had in her hand. Judge Sikowitz by her actions denied us due process, in particular our ability to be heard. The nature of her order makes it impossible for us to ever be heard, thus had the court any jurisdiction before her actions she clearly created a situation by denial of our 5<sup>th</sup> and 14<sup>th</sup> amendment rights in perpetuity that wrests jurisdiction from the court and the court is in that situation bound to dismiss. *Ex parte McCardle*, 74 U.S. 506 describes the only choice left to the court, dismiss.
49. Judge Harris at 1630 on 30 October 2018 also managed to compound the jurisdictional issues that were already embedded in the case before him when he instructed Wynkoop to make no objections during the hearing, and when he refused to allow Richmond oral arguments based on his papers in support of my motion to dismiss for lack of Jurisdiction.
50. Judge Harris refused to take judicial notice of the court's own record in the case, saying that he would not refer to the record when directed to a particular document in the court's possession, the rejection letter from Attorney Sidroski which proved my timely rejection of his flawed initiating papers.
51. Judge Harris refused to take judicial notice of published articles about Kings County District Attorney Eric Gonzalez prosecuting a landlord in February of 2018 for filing false instruments in connection with falsely notarized Petitions for Eviction filed in Kings County Civil Court, Housing Part.
52. Judge Harris also seemed prejudice in favor of the attorney for the COOP. Sidroski suggested that Judge Harris could by the magic of Nun-Pro-Tunc transform the defective unverified petition, which under CPLR 3022 is a nullity into an instrument of some force. This notion

Judge Harris took to like a duck to water in spite of my citing SCOTUS as having already decided retroactive fixes to initiating documents for a case are not permitted.

53. In my papers submitted to both judges below (See Exhibit 1) I provided details as to why the power of the court had not been invoked by the COOP.

54. Many of the reasons the power of the court is not invoked involve fraud upon the court and attorney deceit. The court is referred to my affidavit that is part of Exhibit-1.

55. Taylor and Subramanyam by way of their false flag attack claim that my wife and I have not paid our maintenance and they represent to the court below that they have the authority to collect the rent while concealing from the court below the order of Judge Schmidt (Exhibit 1-D) which specifies no such thing, and instead is designed to assure neither side in Kings County Supreme Court action 507156-2013 has unilateral control of corporate finances, and each faction in the lawsuit may “keep an eye” on the other side.

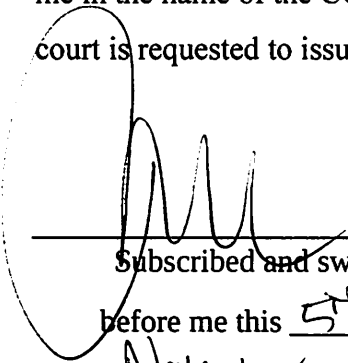
56. Upon information and belief the action in Housing Court is an end run around the authority of this court and is meant as a collateral attack on my wife and me.

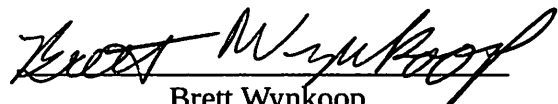
57. This is just one of many frauds upon the court committed by Taylor and Subramanyam.

58. Taylor and Subramanyam to support their false flag housing court actions prepared statements of rent owed and charges owed for each apartment, but did not use the correct rent figures and included charges that were never approved by any COOP governing authority.

59. Taylor conceals from the court below that he removed over \$28,000 from the COOP bank account on his own without my counter signature, not more than a few minutes after his signature was added to the account in compliance with the order of Judge Schmidt.

60. Upon information and belief that single act both put him in criminal contempt of court and made him guilty of Grand Larceny.
61. Taylor and Subramanyam both perjured themselves in their affidavits used to initiate the cases in housing court. Their perjury includes statements as to their authority with respect to the COOP, representations that they are allowed to collect the rent, representations as to the amount of my rent.
62. Putting it all together the false notarizations are easy to spot jurisdictional defects that should have caused the clerk in the Civil Court to reject the petitions from the start as facially defective, as such mandamus to dismiss is proper and just.
63. Beyond the false notarizations I have shown in my motion to dismiss to the court below (Exhibit 1-D) that there are a multitude of reasons that the power of the court is not invoked by the COOP.
64. Taylor and Subramanyam's use of the court below for a collateral attack on my wife and me makes a prohibition against the housing court entertaining further actions against my wife and me in the name of the COOP proper during the pendency of 507156-2013 proper, therefore the court is requested to issue the attached writs.

  
Subscribed and sworn to  
before me this 5<sup>th</sup> day of  
November 20 16

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





# Richmond Affidavit

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

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

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

-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


**AFFIDAVIT OF JUDICIAL ACTS**

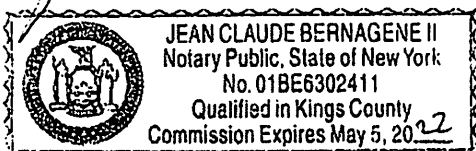
STATE OF NEW YORK )ss.  
COUNTY OF KINGS )

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~~ <sup>ER 11/1/2018</sup> 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. <sup>ER 11/1/2018</sup>
6. The Court then issued Affiant/Respondents a decision denying any Motion ~~for 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

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



# Exhibit 1

409  
CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF KINGS HOUSING PART

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

-against

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

Respondent-Tenants,

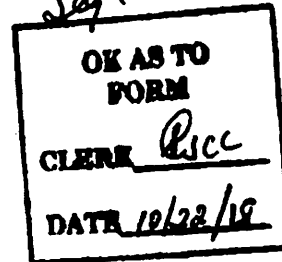
"JOHN DOE" and "JANE DOE"  
622A President Street  
Apartment 2  
Brooklyn, NY 11225,

Respondent(s)-Undertenat(s)  
-----X

Index No. 081708  
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 30<sup>th</sup> 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) *or*  
☐ overnight delivery pursuant to CPLR 2103(b)(6) *or*

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

<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. 081709-18 Index No. 081708-18</p> <p><b>Memorandum of Law</b></p> <p><b>In Support of</b></p> <p><b>Motion to Dismiss</b></p>
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### **No Waiver of Jurisdictional Defects**

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

***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

<sup>1</sup> "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.<sup>2</sup>
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.

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<sup>2</sup> 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 notarisation. 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 notarised. Proper notarisation 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 notarisation 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 12<sup>th</sup> 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.<sup>3</sup> 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

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<sup>3</sup> 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**

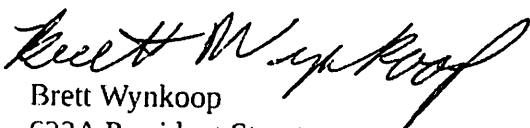
30. Under the Common Law as well as under NY CPLR 3022 the unverified, improperly served petition starting the instant action was rejected in a timely fashion, therefore there is nothing properly before this court.<sup>4</sup>
31. Alleged Petitioner failed to serve any corrected documents upon respondents, 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)<sup>5</sup>. 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.

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<sup>4</sup> 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)

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

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



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



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

**AFFIDAVIT OF VERIFICATION**

STATE OF NEW YORK:

:SS.

COUNTY OF Kings:

Brett Wynkoop being duly sworn deposes and says that he is a Respondent in this proceeding; that he/has written the annexed Memorandum of Law for a Motion to Dismiss and knows the contents thereof; that the same is true to the knowledge of deponent except as to the matters therein stated to be alleged upon information and belief, and as to those matters he/she believes it to be true.



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

Subscribed and sworn to

before me this 22nd day of

OCTOBER 2018



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

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

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

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

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

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

11. Upon information and belief there has been no court order to compel Respondents to accept the unverified and improperly served initiating papers for the instant action.
12. On 19 October 2018 I inspected the file for the instant action at the clerks office at 141 Livingston Street. In the file I discovered a request for final judgement on default, and some documents claiming to cure the defective verification as well as other supposed supporting documents. The request for default and the affidavit attached from Subramanyam indicate that there was considerable engagement between Respondents and the Alleged Petitioner, who also engaged the Respondents with respect to the unverified petition. Engagement under the common law precludes a default, and there is the little matter of a non-verified petition being a nullity.
13. Moreover there are over 40 pages of documents in the court file supplied by Mr. Sodroski allegedly on behalf of 622A President Street Owners Corporation which were never served on any Respondent.
14. Failure to serve these currently ex-parte documents on Respondents has denied all respondents NOTICE and wrests the court of jurisdiction.
15. On April 13 2015 the late Justice Schmidt produced an order in Kings County Supreme Court Index Number 507156-2013 with respect to payment of rent by all parties involved in that action. That action is on going. Taylor, Subramanyam, and Sodroski are aware of the order as they are all parties or attorneys in 507156-2013.
16. No party subject to the April 13 2015 order, Taylor, Subramanyam, Keske, Wynkoop, or 622A President Street Owners Corporation has asked for any change or modification to the order in the court that issued the order.
17. No party subject to the order has the right to seek to modify it by bringing the matter to another court, yet that is exactly what is being attempted in the instant action. The proper venue for any change to the rent order is the court that issued the order and still holds the case with which the order is associated.
18. In counterclaims brought on behalf of 622A President Street Owners Corporation against my wife and me by Subramanyam and Taylor they represent that the cellar of the building, ½ of my unit 1 apartment is illegal under the MDL.
19. In the action under 507156-2013 Subramanyam and Taylor on behalf of 622A claim there is no valid Certificat 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. 01SO6089749  
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 825 shares

By: Kathleen Keske  
Kathleen Keske,  
Shareholder and Lessee of Unit 122  
Holder of 825 shares

**WRITTEN CONSENT OF SHAREHOLDERS  
IN LIEU OF MEETING**

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

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

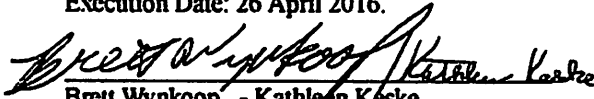
**WHEREAS**, this misrepresentation caused the inspector of elections to err in her duty and improperly tally the vote.

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

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

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

Execution Date: 26 April 2016.

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

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

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

## WRITTEN CONSENT OF SHAREHOLDERS IN LIEU OF MEETING

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

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

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

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

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

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

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

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

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

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

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

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

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

A handwritten signature in black ink, appearing to be 'BEM' with a long, sweeping underline.

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><b>AFFIDAVIT REJECTING PETITION ALLEGED TO BE ON BEHALF OF 622A PRESIDENT STREET OWNERS CORPORATION</b></p>
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**AFFIDAVIT REJECTION OF PETITION**

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

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

1. Petition for New York City Civil Court against Brett Wynkoop, Kathleen Keske, Jane and John Doe, index number 081708 regarding 622A President Street, Apartment 1, Brooklyn, NY, is hereby rejected for failure to comply with the un-waived common law right of any Defendant to have a Plaintiff swear to substantive facts under penalty of perjury as codified by CPLR 3020 pursuant to CPLR 3022.
2. New York Licensed attorney (Registration # 4662490), for now, petitioner signatory, Kyle Taylor, formerly of Quinn Emmanuel (<https://www.quinnemmanuel.com>) and currently decamped somewhat, but not totally, outside the long arm of New York Law, at AFFLECK GREENE MCMURTRY LLP of Toronto, Canada (<https://www.agmlawyers.com>), may have forgotten how to read and follow the CPLR.
3. CPLR § 3020 states that a verification must contain the words:

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

4. The relevant part of the statute:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

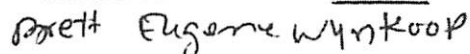
20. Any action other than correcting the improper verification and reserving or making a motion to compel acceptance of the verified petition may subject Kyle Taylor and his retained counsel, Daniel P. Sodrowski, and his employer, Ganfer Shore, to sanctions and treble damages under Judiciary Law 487.


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

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

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

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

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


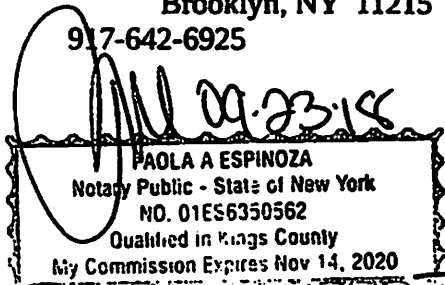
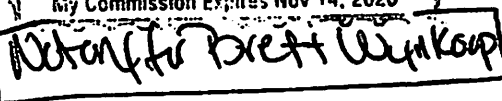
"A verification is a statement under oath that the pleading is true to the knowledge of the deponent,..."

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 13<sup>th</sup> day of April, 2015

PRESENT:

HON. DAVID I. SCHMIDT,

Justice.

BRETT E. WYNKOOP AND KATHLEEN KESKE,

Plaintiffs,

- against -

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

Defendants.

**ORDER**

Index No. 507156/13

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

It is hereby,

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

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



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

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

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

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

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

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

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

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

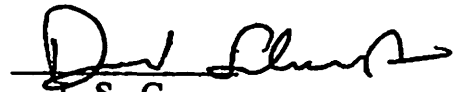
preliminary injunctions previously issued by this court under motion sequence number 10 are hereby vacated; it is further

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

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

This constitutes the decision and order of the court.

ENTER,

  
J. S. C.

HON. DAVID L. SCHMIDT

# Exhibit 2



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

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

# Exhibit 3



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

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

Index No. 08170<sup>9</sup>  
**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

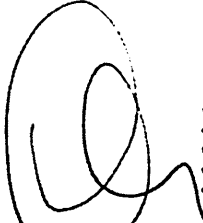
That on 9/17/2018 at approximately 12:00 PM, I served the within **AFFIDAVIT REJECTION OF PETITION, REJECTED NOTICE OF PETITION and REJECTED PETITION** by personally delivering to and leaving with a man who refused to give me his name but who told me to "leave it on the desk" for Ganfer Shore Leeds & Zauderer. He looked like Ira Brad Matesky from 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 DUBE  
Notary Public, State of NY  
No. 01DU6  
Qualified in Kings County  
Commission Expires 12/31/2021

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

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

Index No. 08170-<sup>8</sup>  
**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)

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


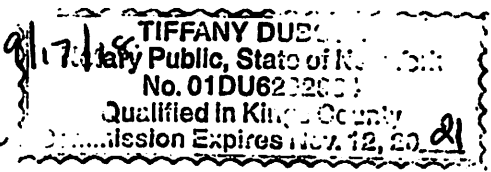
That on 9/17/2018 at approximately 12:00 PM, I served the within **AFFIDAVIT REJECTION OF PETITION, REJECTED NOTICE OF PETITION and REJECTED PETITION** by personally delivering to and leaving with a man who refused to give me his name but who told me to "leave it on the desk" for Ganfer Shore Leeds &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

# Exhibit 4

## 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)

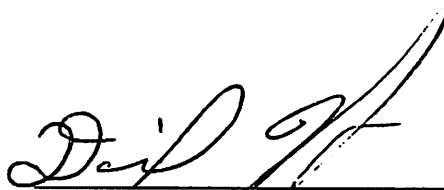
18 years of age and resides at 311 West 24th Street 21E  
New York, NY 10011  
(complete address of person serving papers)

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

upon 622A President St. Owners Corp's alleged attorneys Ganfer Shore Leeds & Zauderer LLP located at  
(name of person/corporation served)  
360 Lexington Ave - 14th fl, New York, NY 10017  
(complete address where other party/corporation served)

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

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



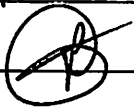
Signature of person serving papers

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. 01GO8347695  
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><b>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</b></p>
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# **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 herby 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  
23<sup>rd</sup> 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><b>Index No. 081708</b></p> <p><b>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</b></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:

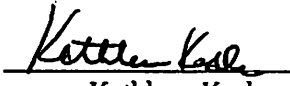
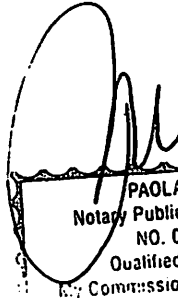
"A verification is a statement under oath that the pleading is true to the knowledge of the deponent,..."

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.

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  
23<sup>rd</sup> 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



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**

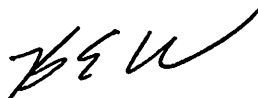
STATE OF NEW YORK       )  
                                      ) ss.  
COUNTY OF KINGS       )

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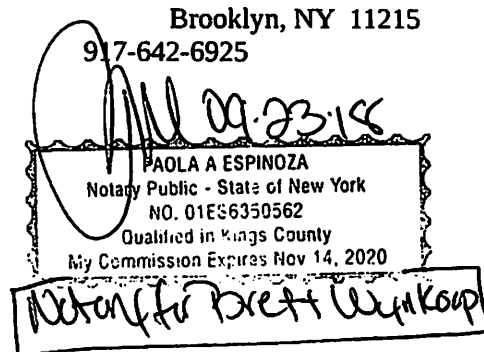
"A verification is a statement under oath that the pleading is true to the knowledge of the deponent,..."

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.
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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  


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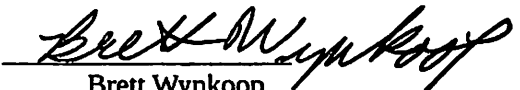
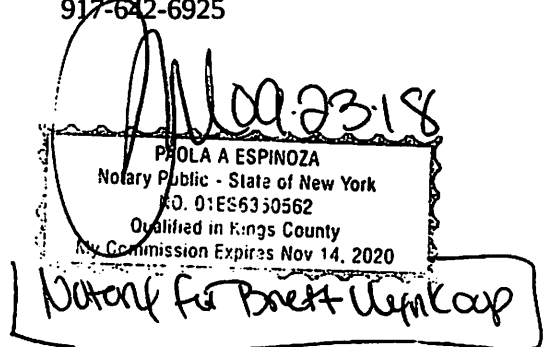
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As previously explained to you 'true to the knowledge of the deponent' is not the same as 'true to the best of the deponent's knowledge'. I do not waive my right to a verified pleading.



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 102  
Holder of 82.5 shares

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

**WRITTEN CONSENT OF SHAREHOLDERS  
IN LIEU OF MEETING**

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

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

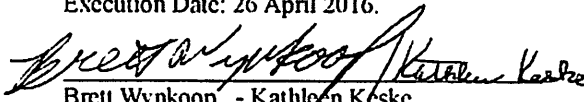
**WHEREAS**, this misrepresentation caused the inspector of elections to err in her duty and improperly tally the vote.

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

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

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

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

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

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

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

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

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

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





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

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


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

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

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

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

Effective Date: 16 August 2018

  
Brett Wynkoop – 165 shares – APT 1 & 2

\_\_\_\_\_  
Kyle Taylor – 55 shares – APT 3

\_\_\_\_\_  
Rajeev Subramanyam – 55 shares – APT 4

# Exhibit 5

11/4/2018  
100918HPD Building, Registration & Violation Services **--- Select ---** [Home](#)**The selected address: 622A PRESIDENT STREET, Brooklyn 11215**

HPD#	Range	Block	Lot	CD	CensusTract	Stories	A Units	B Units	Ownership	Registration#	Class	
355758	Active	622A-622A	00958	0026	6	13300	4	4	0	PVT	302086	A

Other Units

[Property Owner Registration Information](#)

Charges

Complaint Status

Complaint History

Litigation/Case Status

[Tenant Harassment Report](#)

All Open Violations

prior year Open Viol's

Recertification

Overdue Lead Paint Viol. Correction

Vacate Orders

I-Card Images

[PROS Online](#)[Map](#)**Building Registration Summary Report**

Owner	Last Reg. Dt. Reg. Expires Dt.	Organization	Last Name	First Name	House No.	Street Name	Apt. City	State / Zip
Head Officer	09/04/2018 09/01/2019		TAYLOR	KYLE	593	VANDERBILT AVE	292 Brooklyn NY	11238
Officer	09/04/2018 09/01/2019		SUBRAMANYAM RAJEEV		593	VANDERBILT AVE	292 Brooklyn NY	11238
Corporation	09/04/2018 09/01/2019	622A PRESIDENT ST OWNERS CORP			593	VANDERBILT AV	292 Brooklyn NY	11238
Managing Agent	09/04/2018 09/01/2019	622A PRESIDENT ST OWNERS CORP	TAYLOR	KYLE	593	VANDERBILT AVE	292 Brooklyn NY	11238



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NYC.gov - NEW YORK CITY'S OFFICIAL WEB SITE

# Exhibit 6



## Kyle R. Taylor

+1 416-360-1175

ktaylor@agmlawyers.com

Kyle Taylor is an experienced competition and commercial litigator. He has built a distinctly diverse practise, representing both plaintiffs and defendants in cutting edge competition cases and class actions, as well as all manner of business disputes, including corporate, contract, securities, fraud and malfeasance, real estate, and international litigation.

Having practised for many years in New York, Kyle is rare among litigators to combine expertise in American litigation with a Canadian litigation practise. He has experience in major jurisdictions in both countries, including state, provincial, federal, and appellate courts. The breadth and versatility of his practise uniquely benefit clients from either side of the border, no matter the case or what side of the "v." they appear.

Kyle started his legal career as a law clerk for U.S. District Court Judge Joseph L. Tauro of the District of Massachusetts. Before joining Affleck Greene McMurtry, Kyle practised in the New York office of the global litigation firm Quinn Emanuel Urquhart & Sullivan. At Quinn Emanuel, Kyle represented Fortune 500 companies and individuals alike in competition cases, class actions, and a variety of commercial disputes.

## Highlights

- Call to Bar, New York, 2009; joined Affleck Greene McMurtry and Call to Bar, Ontario, 2016

- Represented clients in competition litigation across various industries, including transportation, manufacturing, retail, banking and finance, and health care.
- Represented plaintiffs and defendants in price fixing class actions.
- Represented plaintiffs and defendants in abuse of dominance (monopolization) cases.
- Represented clients in various commercial contract disputes.
- Represented parties in recovery actions for financial fraud and malfeasance.
- Represented landowners and lenders in construction and real estate litigation.
- Represented franchisor in franchise dispute.
- Represented insurer in insurance coverage litigation.
- Represented shareholders in corporate control dispute.
- Represented investors and individuals in white collar enforcement actions.

View Kyle's most recent publications.

## PRACTICE AREAS

- Corporate and Commercial Litigation
- Competition Law
- Class Action Litigation
- Securities Litigation

### Other Practice Areas

- Class Actions

## EXPERIENCE

- Associate, Affleck Greene McMurtry LLP, 2016-Present
- Called to the Ontario Bar, 2016
- Associate, Quinn Emanuel Urquhart & Sullivan, LLP, 2009-2016
- Law Clerk to the Honourable Joseph L. Tauro, U.S. District Court for the District of Massachusetts, 2008-2009
- Called to the New York Bar, 2009

## EDUCATION

- J.D., Cornell Law School, 2008
  - Cornell Law Review, Managing Editor
  - The Lawyering Program, Honours Fellow
  - Note, *The Obstruction of Justice Nexus Requirement After Arthur Andersen and Sarbanes-Oxley*, 93 Cornell L. Rev. 401 (2008)
- A.B. (with Distinction) in History and Philosophy, University of Michigan, 2004

## MEMBERSHIPS & ASSOCIATIONS

- Canadian Bar Association
- Ontario Bar Association
- American Bar Association
- The Advocates' Society

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# Exhibit 7

# BALLOON<sup>(/)</sup> MAIL

Home

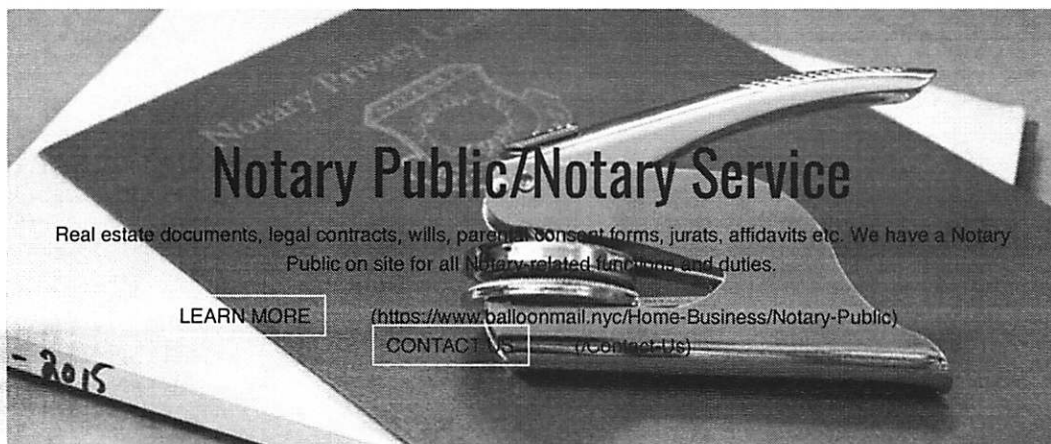
Pack &amp; Ship

Home &amp; Business

Tracking

Copy &amp; Print

Contact Us

[\(https://www.balloonmail.nyc/\)](https://www.balloonmail.nyc/) [\(https://www.balloonmail.nyc/Tracking\)](https://www.balloonmail.nyc/Tracking) [\(https://www.balloonmail.nyc/Contact-Us\)](https://www.balloonmail.nyc/Contact-Us)


## Notary Public/Notary Service

Real estate documents, legal contracts, wills, parent consent forms, jurats, affidavits etc. We have a Notary Public on site for all Notary related functions and duties.

[LEARN MORE](#)  [\(https://www.balloonmail.nyc/Home-Business/Notary-Public\)](https://www.balloonmail.nyc/Home-Business/Notary-Public)

[CONTACT US](#) [\(Contact Us\)](#)

### NEXT PICK-UP



**USPS**  
Monday 4:00PM



**Express**  
Monday 3:30PM

**Ground**  
Monday 2:00PM



**DHL**  
Monday 2:00PM



**Air**  
Monday 4:00PM

**Ground**  
Monday 4:00PM

## Welcome To Balloon Mail

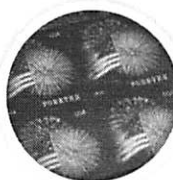
### Pack & Ship

**Balloon Mail** located at 593 Vanderbilt Ave, Brooklyn NY is the go-to resource for packing, shipping, printing and business service needs of the residents and businesses of **Brooklyn, NY**. Our team of dedicated, professionally trained experts understands the meaning of Super-Star Customer Care—we focus on saving you time and money by ensuring you get the right products and services at the right price—in a single, quick visit.

We can pack and ship [almost] anything to [almost] anywhere in the world, but shipping is only one way we can help to make your life easier. In addition to our pack and ship service, we are also **Brooklyn's** premier copy, print and document services center. Large or small, black and white or color; if it can be printed, **Balloon Mail** can handle it!

**Balloon Mail** is a one-stop-shop for dozens of business products and services that will allow you to do what *you're* good at while we take care of the "other stuff" you need to succeed.

### OUR FEATURED PRODUCTS & SERVICES...

[See All Services >> \(\)](#)


Postage Stamps



Packaging Supplies



Copying Services



Document Scanning



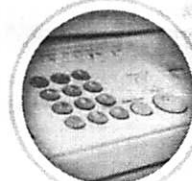
Fax Services



Notary Public



Mailbox Rental



Print & Document  
Services



## INDUSTRY PARTNERS

## Pictures



(/Portals/485/Images/StorePictures/f4cfe6c9-a9a0-42a4-9881-53d45801db69.JPG)

## Balloon Mail



## Package Tracking

Track your shipments here. Simply enter the shipment tracking number to receive up-to-date status and delivery confirmation for your valuable and time-sensitive letters and packages. Our system tracks all packages sent via USPS, FedEx, DHL, and UPS —easy, fast, and accurately.

## Twitter



## Balloon Mail

@BalloonMail593

Good Morning Brooklyn!



## ADDRESS

## Balloon Mail

593 Vanderbilt Ave  
Brooklyn, NY 11238

## CONTACT

PH: 718.636.9333

FX: 718.636.9336

EM: [contact@balloonmail.nyc](mailto:contact@balloonmail.nyc)

## STORE HOURS

SUN - Nov 4	MON - Nov 5	TUE - Nov 6	WED - Nov 7	THU - Nov 8	FRI - Nov 9	SAT - Nov 10
Closed	9:00 AM 5:00 PM	9:00 AM 5:00 PM	9:00 AM 5:00 PM	9:00 AM 5:00 PM	9:00 AM 5:00 PM	9:00 AM 2:00 PM

# 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

Answering Affidavits

Replying Affidavits

Exhibits

Stipulations

Other

1-2

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

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

Date: \_\_\_\_\_

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

Generated: October 22, 2018

OCT 30 2018

# Exhibit 9

**VERIFICATION**

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

KYLE TAYLOR, being duly sworn, deposes and says:

I am the Vice President of 622A PRESIDENT STREET OWNERS CORP., the Petitioner in the within action. I have read the foregoing Petition, and know the contents thereof. 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. The basis of my knowledge and of my information and belief in this matter is my personal knowledge of the Petitioner and review of documents and records of the cooperative corporation relating to this matter and discussions with other members of the Board of Directors of 622A President Street Owners Corp.

  
KYLE TAYLOR

Sworn to before me this  
28<sup>th</sup> day of August, 2018

  
NOTARY PUBLIC

**Daphne H. Hooper**