

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

---

KENNETH GOMEZ, Assignee of CARLTON HOUSE,  
Assignor,

-against-

JAMES COURI,  
Defendant.

---

MOTION RETURNABLE  
FEBRUARY 20, 2009

INDEX 134976/94

AFFIDAVIT OF  
JAMES COURI PURSUANT  
TO CPLR 2214b

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JAMES COURI being duly sworn deposes and says:

This Motion was served December 10, 2008, originally on Motion Part February 6, 2009 and adjourned until February 20, 2009 as answering papers were not received by me.

1. I am the Defendant in this case and make this Affidavit in further support of Motion to Vacate a Judgment secured and filed against me in December 1994 arising out of highly suspect circumstances and violations of CPLR. Gomez is the disclosed Assignee (see Exhibits H and W) and the party in interest in this case as Assignee. He has filed Amended Captions to this action in this Court as "Assignee". Gomez has also filed other false and misleading documents with this Court making it appear that he alone is the Assignee, when in fact Gomez is fronting for others, yet another fraud. Moreover, the entire Judgment paper trail is replete with fraud, suspect conduct, false statements and this fraudulently secured and secreted Judgment, (exhumed after over 14 years of no disclosure or activity by the original creditor, Carlton). Harold Miriam of Helmsley/Carlton admitted to me he had no idea how the Judgment was obtained, or why it was not pursued, yet he, on behalf of Carlton, "sold"

the paper for \$6,500.00 after 14 years to Gomez. This supposed "assignment Sale" is, on its face, suspect.

#### INTRODUCTION

MOST SIGNIFICANT ARE THE FOLLOWING FACTS.

- A. **I HAVE BEEN SERIOUSLY ILL. I HAVE BEEN DIAGNOSED WITH CANCER (MELANOMA), SERIOUS CONGESTIVE CARDIAC DISEASE, AND GASTROINTESTINAL DISCORDERS. IN 1994 I HAD MY ESOPHAGUS REMOVED. I HAVE UNDERGONE MANY SURGERIES FOR CANCER REMOVAL, CARDIAC DISEASE ETC. SEE EXHIBIT C COLLECTIVELY. I AM IN LOS ANGELES AT UCLA UNDER MEDICAL CARE FOR CANCER AND RELATED ISSUES AND CAN NOT TRAVEL.**
  
- B. **MR. GOMEZ WAS NOT A PARTY DURING THE RELEVANT PERIODS AT ISSUE HERE. HE THEREFORE DOES NOT POSSESS ANY FIRST HAND KNOWLEDGE SUFFICIENT TO DENY OR REFUTE MY DENIALS, ALLEGATIONS OR CHARGES. IN FACT ANYTHING GOMEZ SWEARS TO OR SAYS IS PURE HEARSAY. GOMEZ ENTERED THIS MATTER PURUANT TO A SUPPOSED ASSIGNMENT OF THIS IMPROPERLY PROCURED JUDGMENT ON NOVEMBER 13, 2008. GOMEZ, FRONTING FOR OTHERS HAS NO KOWLEDGE OR FIRST HAND FACTS, OTHER THAN HE WANTS TO STEAL SECURED PARTIES AND MY WIFE'S MONEY, ARISING OUT OF A MEDICAL MALPRACTICE CASE (See Exhibit I).**
  
- C. **GOMEZ HAS NOT PROVIDED ANY AFFIDAVIT FROM THE ALLEDGED NOTARY, PATRICIA KENNEDY, WHO SUPPOSDLY, ON MAY 20, 1994, WITNESSED AND SAW ME SWEAR TO THE CONFESSION OF JUDGMENT. MS. KENNEDY WAS AN EMPLOYEE OF DAVIDOFF & MOLITO, AND I AM TOLD STILL IS. DAVIDOFF & MOLITO'S OFFICES ARE AT 605 THIRD AVENUE, DIRECTLY ACROSS THE STREET FROM MR. GOMEZ. MOREOVER, IF THIS NOTARY CLAIMS THAT I APPEAR BEFORE HER, SHE IS SUPPOSED TO RETAIN A LOG OR JOURNAL OF DOCUMENTARY EVIDENCE OF IDENTITY OF THE PARTY, PARTICULARY IN A BITTERLY CONTEST LITIGATION IN WHICH THE NOTARY'S EMPLOYER AND ASSOCIATES WERE INVOLVED.**

- D. I NEVER "APPEARED" BEFORE MS. KENNEDY, NO SUCH LEGITIMATE PROOFS OR EVIDENCE HAS BEEN OR CAN BE PRODUCED ESTABLISHING THAT NOTARY KENNEDY MET ME , TOOK PHOTO ID, MAINTAINED THE MANDATED LOG, AND THAT SHE TOOK MY OATH "SWORN TO BEFORE HER" ON MAY 20, 1994. ALL SUCH ACTS ARE REQUIRED BY NEW YORK STATE LAW, (see Exhibit U).
- E. A RECENTLY FOUND TRANSMITTAL LETTER, EXHIBIT T, DATED MAY 15, 1994 REVEALS THE DOCUMENTS I DID SIGN (NOT ANY CONFESSIONS OF JUDGMENTS), WERE EXECUTED BY ME IN MY OFFICE AND DELIVERED TO ZUCKERMAN UNDATED.
- F. A READING OF THE RELEASES, EXHIBIT V, REVEALS THAT THERE IS NO DATE ABOVE MY SIGNARURE, AND THE NOTARY SIGNATURE IS BELOW AN INSERTED HAND WRITTEN NOTE DATED, MAY 20, 1994, PUT THERE BY WHO KNOWS WHO. I DID NOT SIGN THIS OR ANY OTHER CONFESSION OF JUDGMENT IN FAVOR OF CARLTON OR ANY ONE ELSE.
- G. ZUCKERMAN WAS PROVEN TO BE A FORGER BEFORE JSC. LOWE IN 1995, WHEN ZUCKERMAN ADMITTED TO FORGING MY NAME ON A BOGUS CASE COMMENCED BY ZUCKERMAN AGAINST CARLTON AND HIMSELF TO MAKE IT APPEAR THAT I BROUGHT THE ACTION, SEE EXHIBIT D, CASE INDEX 132092/94.
- H. WITHOUT CREDIBLE SWORN AFFIDAVITS FROM THE NOTARY, WITH EVIDENCIARY BACK UP THIS BOGUS AND DEFICINT JUDGMENT MUST BE VACATED. ZUCKERMAN SET ME UP LIKE A CARNIVAL DUCK, AND WOULD HAVE CLOSED IN ON ME IF IT WERE NOT FOR MY UNCOVERING HIS FORGERY BEFORE JSC LOWE.
- I. WHEN THAT OCCURRED, (EARLY 1995), ZUCKERMAN IN CONCERT WITH CARLTON, HELMSLEY, MIRIAM AND BOMBERG, SECRETED THE BOGUS JUDGMENT AND SAT ON IT FOR 14 YEARS UNTIL THEY FORMED THIS ALLIACE WITH GOMEZ TO STEAL A \$230,000.00 MEDICAL MALPRACTICE SETTLEMENT, SEE EXHIBIT I, WHICH AMONG OTHER THINGS IS THE SUBJECT OF SECURITY AGREEMENTS, UCC FILING STATEMENTS, AND ASSIGNMENT, FILED WITH NYS DEPARTMENT OF STATE, SINCE 1998, AND SECURITY

## THE GOMEZ ANSWER

1.K GOMEZ LIES TO THE COURT YET AGAIN.THE ISSUES BEFORE HON. S. ABDUS-SALAAM ARISE OUT OF A MEDICAL MALPRACTICE CASE, AND GOMEZ SCHEME TO STEAL THE PROCEEDS OF A MEDICAL MALPRACTICE SETTLEMENT FROM SECURED PARTIES BY USING THIS JUDGEMENT THAT WAS OBTAINED BY ASSIGNOR CARLTON ILLEGALLY. I APPEND AS EXHIBIT X MY CROSS MOTION IN THAT CASE INDEX109710/06 BEFORE JUDGE ABDUS SALAAM. NOWHERE IS A REQUEST FOR VACATURE OF THE JUDGEMENT, AS THAT RELIEF WAS MADE BY ME HERE IN THIS MOTION ON DECEMBER 8,2008. THE CROSS MOTION MADE BY ME IN INDEX 109710/ 06 WAS FILED AFTER THIS MOTION TO VACATE JUDGEMENT, AND SEEKS VERY DIFFERENT RELIEF INCLUDING DIRECTING THE COURT TO VACATE GOMEZ RESTRAINING NOTICE ON PROPERTY BELONGING TO SECURED CREDITORS AND ASSIGNEE WHO HAD LONG AGO, 1989 OBTAINED SECURITY AGREEMENTS AND IN 1998 FILED FINANCING STATEMENTS WITH NYS DEPARTMENT OF STATE, ENCUMBERING ALL OF MY ASSETS, RECIEVABLES ETC THEN OWNED AND AFTER OBTAINED.

THE ISSUES SUROUNDING THE PROCURING OF THIS JUDGEMENT, AND THE DEFECTS OF AN ILLEGAL FAKE CONFESSION OF JUDGEMENT, THE FOUNDATION FOR CARLTON SECURING THIS ILLEGAL JUDGEMENT IS THE BASIS IN THIS MOTION FOR VACATUER. A READING OF MY PAPERS REVEAL THAT I NEVER KNEW OF THIS JUDGEMENTS ENTRY UNTIL GOMEZ SERVED A RESTRAINING NOTICE DEC 2009. ALSO THE JUDGEMENT NEVER APPEARED ON MY CREDIT REPORTS WHICH IS MOST CURIOUS. THE DETAIL HEREIN AND MY EVIDENCEWILL ESTABLISH I WAS WILFULLY KEPT IN THE DARK AFTER I COUGHT ZUCKERMAN'S FORGERY BEFORE JSC LOWE. EXHIBIT X AND EXHIBTT I WILL ALSO REVEAL THAT THE GOMEZ LARCENY MUST BE STOPPED. THE EVIDENCE HERE ESTABLISHES THAT THIS JUDGEMENT WAS ILLEGALLY OBTAINED AS THE SUPPOSED CONFESSION IS NOT MY SIGNATURE. THERE IS NO AFFIDAVIT FROM ANY PARTY WITH FIRST HAND KNOWLEDGE OR INVOLVEMENT, HOW OR WHO SECURED THIS JUDGEMENT, AND WHO CREATED THE DOCUMENTS WHERE AND WHEN, AND WHY WAS COURI NOT GIVEN NOTICE OF ENTRY, DEFAULT, OR PURSUED FOR 14 PLUS YEARS. NOT CARLTON ZUCKERMAN, HELMSLEY, MIRIAM, OR THE SUPPOSED NOTARY, OR DAVIDOFF & MOLLITO. THE WHOLE EXERCISE IS A SCAM SO GOMEZ ET AL CAN STEAL OVER \$120,000.00 IN EXCHANGE FOR A \$6500 "INVESTMENT" OVER A FEW WEEKS OF EXTORTION A LIES. THE COURT WILL ALSO NOTE THAT THIS MOTION HERE IS A 1994 CASE, ARISING OUT OF TWO OTHER CASES I BROUGHT AS PLAINTIFF IN 1993, BOTH BEFORE JUSTICE LOWE, SEE EXHIBITS ONE AND B. JUSTICE LOWE COUGHT ATTORNEY FOR CARLTON ZUCKERMAN FORGING OTHER DOCUMENTS (OUTLINED IN MY AFFIDAVIT HEREIN.THAT IS WHY MY MOTION TO VACATE JUDGEMENT WAS MADE IN THIS MANNER AND UNDER THE INDEX 134976/94 THAT THE JUDGEMENT

WAS PROCURED BY ZUCKERMAN/CARLTON IN 1994, GOMEZ ARGUMENTS ARE FLIM-FLAM.

1L JSC ABDUS-SALAAM DOES NOT HAVE BEFORE HER THE VALIDITY OF THIS JUDGEMENT. FURTHER, GOMEZ CLAIM THAT HHE RELIEF REQUESTED TO VACATE A JUDGEMENT PROCURED AGAINST ME THRU FRAUD AND DECEPTION THAT I ONLY LEARNED ABOUT IN FACT FROM ASSIGNEE GOMEZ BY HIS NOTICE DECEMBER 2009. THE UNCOVERING A FRAUD PERMITS 2 YEARS FROM DISCOVERY. I HAVE PRESENTED FACTS UNDENIED BY THE PARTIES INVOLVED THAT THE CARLTON JUDGEMENT WAS PROCURED VIA A DEFECTIVE CONFESSION NOT BEARING MY SIGNATURE, AND DATED AT A TIME WHEN I WAS NOT IN NYC BUT IN CALIFORNIA, FACTS OUTLINED HEREIN. I DID NOT APPEAR BEFORE NOTARY KENNEDY ON THE DATE THE CONFESSION OF JUDGEMENT IS DATED ( IE MAY 20,1994), OR AT ANY OTHER TIME . NOTEWORTHY THERE IS NO CURRENT AFFIDAVIT FROM ZUCKERMAN, THE NOTARY KENNEDY, CARLTON OR ANY PARTY INVOLVED IN 1993 OR 1994 TO REFUTE MY ALLIGATIONS AND DISPUTES OF THE VALIDITY OF THE DOCUMENTS, THEIR CREATION, OR EXECUTION. I AM BEING DEFRAUDED OUT OF MEDICAL MALPRACTICE SETTLEMENT PROCEEDS THRU FRAUD AND TAMPERING, AND FORGERY. ANY ONE CAN SEE THAT THE SIGNATURE ON THE CONFESSION OF JUDGEMENT IS FAKE, AS I NEVER SIGNED A CONFESSION OF JUDGEMENT FOR ANY ONE ANY TIME.

1M FINALLY, GOMEZ AFFIDAVIT IS DEFECTIVE. HE REFERS TO MY DECEMBER 8, 2008 MOTION YET HIS DOCUMENT WAS RECEIVED FEB. 9, 2009 VIA US MAIL, YET HIS ANSWER WAS DUE FEB. 6, 2009 PER CPLR 2214b, A READING OF THE NOTARY 'SWORN TO' DATE , THAT CLAIMS IT WAS EXECUTED BY GOMEZ ON DECEMBER 5, 2008. THUS THE GOMEZ AFFIDAVIT IS ANOTHER SCAM, DEFICIENT AND CAN NOT BE CONSIDERED, AS THE DATES ARE TOTALLY IMPROPER. GOMEZ IS ONY PROFICIENT AT SMOKESCREEN NAME CALLING TO COVER UP FRAUD AND DECEPTION.

**AGREEMENTS SINCE 1989, ALL PRE DATING CARLTON, GOMEZ OR ANY RELATED JUDGMENT, BOGUS OR NOT.**

BACKGROUND

2. In or about 1993, I rented an apartment at Helmsly's Carlton House at 680 Madison Avenue, NYC, only to learn of an illegal gambling casino on the floor of the unit I occupied. I append an article from the NY Daily News (Exhibit A) revealing some of the circumstances. I filed a lawsuit Couri v. Carlton and Coterie Club, et al., (Index 11339/93) (Exhibit One) and a companion case, Couri v. Camhy, et al. (Index 125078/93) (Exhibit B). I was the Plaintiff in both actions. **Since there was an illegal "C of O", by law, no rent could be claimed by Carlton. In fact, Carlton's "C of O" was issued for a residential dwelling, not for an illegal gambling emporium. As a result thereof, the occupancy in the Carlton was unlawful, and the lease constituted an illegal contract. There is no doubt that the general rule requires that Courts withhold relief under the terms of an illegal contract which violates public policy. Accordingly, the Carlton was entitled to no rent by permitting an illegal enterprise in space that were allocated for dwelling and sleeping purposes. (See Exhibit One).**
3. The cases were originally before Hon. Peter Tom and then Hon. Richard Lowe, III. After a number of months (during 1993) of motion practice, I learned that I suffered from pre-cancer of my throat and esophagus (Dysplasia). I was expected to die. In or about April 1, 1994, I underwent major surgery, a Transhiatal Esophagectomy at Columbia Presbyterian Hospital, an 8 hour operation (for the removal of my esophagus and significant part of my stomach). I was post surgery hospitalized for 31 days. After discharge, I learned I had a cardiac condition. Please **see Exhibit C**

**collectively** regarding my former and present medical condition. I was required to undergo a lengthy convalescence and therapy. I was not able to pursue this litigation pro se and I was directed to accomplish convalescing in California by my doctors to avoid stress, etc.

4. In view of my grave health, I was not able to prosecute my claims, and therefore negotiated a global settlement with the Defendants who were represented by Davidoff & Molito (Adrian Zuckerman), and Lawrence Gelber, Esq. on behalf of Carlton's insurance carrier. **I had no council representing me before or after surgery and did not consult with any council regarding any settlement documents. Totally contradictory to the Zuckerman prepared documents.** I was prepared to vacate my apartment and resolve my claims in the litigation **and to be paid by Carlton's insurer. I did not sign any Confession of Judgment and never did for any one at any time.**
5. Early May, 1994, Zuckerman sent me (to my then office at 14 E. 60<sup>th</sup> Street, NYC) releases and discontinuances and an Assignment of approximately \$25,000.00 payment to me, by the Helmsley Carlton's Insurance Company. (It is absurd to assume that on one hand Helmsley/Carlton is paying me and I am at the same time supposedly executing a Confession of Judgment). The Assignment I executed was in favor of Carlton. I signed these documents, (not before any Notary), and had them delivered to Attorney Zuckerman who then caused them to be notarized. Please see Exhibit T, (just found), a transmittal memo sent by me to Zuckerman along with the documents Zuckerman created and delivered to my then office. The documents included Releases, Discontinuances and Assignment and a signature page of a "Stipulation". There is no reference to any Confessions of Judgments, as I

would not agree to sign such documents. My memo to Zuckerman is dated May 15, 1994, (Exhibit T). Being very ill and weak I wanted to leave NYC, dispose of this matter, to convalesce. Clearly I was sandbagged by Carlton, Zuckerman, Helmsley and Zuckerman's stooge, Bob Bomberg. **I had no lawyer, and no lawyer on my behalf review any of the documents I signed for Zuckerman. Before May 20, 1994 my wife and I had already vacated Carlton House at 680 Madison Avenue. I was not at the office of Zuckerman or Davidoff & Molito during May, 1994. Please see Exhibits One and B. To be sure, I did not and I would not agree to be "out of pocket" for rent or anything else to Carlton, who violated the law, and the terms of the lease, the CofO, MDL, etc. Such could be absurd, (also see Exhibit T, transmittal letter to Zuckerman.)**

6. I remained in California convalescing until early January 1995 when I returned to New York with my wife. (I did return to NYC for medical appointments during that time once or twice). **From May 1994 to January 1995 I had no residence in New York, nor did I have office space. I vacated Carlton early May 1994, I vacated my office at 14 E. 60<sup>th</sup> Street, NYC at the same time. Upon my return to NYC, I resumed office space at 14 E. 60<sup>th</sup> Street, NYC as a subtenant until about June, 1995, when I moved my office to 575 Madison Avenue, NYC.**
7. **At or about January, 1995, served at 14 East 60<sup>th</sup> Street, NYC, by Zuckerman, was an OSC in a case, Couri v. Carlton, Index 134976/94, a case I had never commenced or seen. The OSC sought to enjoin me for bringing a case against the Defendants which included Zuckerman (see Exhibit D). Since I did not start this case,**

and had just returned from California, I was dumfounded. I could not get Zuckerman on the phone after repeated efforts. I knew I had not filed the Summons with Notice, and our office manager, Mrs. Rothenberg (the prime tenant), kept a log of all "WP" services. These documents were not revealed. Ms. Rothenberg and her associate Ms. Terrace produced all word processing for the office and for me. On inquiry with the Court Clerks, I learned that Zuckerman, in fact, bought the Index Number and paid for the RJI, as a scheme to cause me loss, injury and embarrassment. These outrageous and documented acts by Zuckerman was s set up and a prelude to damage me and enjoin me before exhuming the illegally obtained Judgment against me. Zuckerman figured I was too sick to defend myself from California.

8. On the return day of the OSC, I appeared before JSC Lowe, on behalf of myself, (on or about March, 1995), and Zuckerman on behalf of himself and Defendants. I brought Ms. Rothenberg, with her log, to Court before Hon. R. Lowe, III. I explained to the Court that the case was a scam, brought by Zuckerman, (suing himself) who forged my name on the Summons with Notice, and then to harass and damage me brought the OSC to enjoin me. Notwithstanding, when Zuckerman purchased the RJI in November, 1994 he knew I was still in California and sick, and possibly assumed I would not return to NYC to defend myself. I told the Court the facts. The Court questioned Zuckerman as to who paid for the RJI and Summons filing fee. Zuckerman was forced to admit his fraud and deceit on me and the Court admitted it was he who filed the forged

- documents to try and enjoin me by his OSC. This court castigated and admonished Zuckerman, called him a fraud and disgrace to the practice of law, and told Mr. Mike Tempesta (JSC Lowe's Court Manager) to discard Zuckerman's papers and remove him from the courtroom and dismissed the case. (Index 132092/94) (See Exhibit D).
9. Thereafter, I heard nothing from Zuckerman until approximately late 1995 when Davidoff & Molito was retained in a totally unrelated case I brought in Federal Court arising out of Palm Springs non Indian Gaming I had become involved in. This case was quickly settled. Since that time until this past December, 2008 I had no contact with Zuckerman or Davidoff & Molito, Carlton or any other party to these matters. Meanwhile, no one, including Zuckerman, ever pursued me for this supposed Judgment. I was never served with a Garnishee, Restraining Notice or otherwise for fourteen years until Gomez, (The supposed Assignee). I received no "demand" from Carlton, or any attempt to collect this Judgment for 14 years. (until Gomez).
  10. In or about November, 2008, I learned that a Judgment was filed against me by Carlton and Zuckerman in December, 1994, (December 21, 1994), at about the same time Zuckerman purchased a RJI and bought the bogus case Couri v. Carlton, Index 132092/94, November 16, 1994. This bogus Judgment is attached hereto as Exhibit E.
  11. The foundation for the judgment is the alleged Confession of Judgment and Affirmation of Zuckerman, and yet another Index Number purchased by Zuckerman, Carlton v. Couri, 134976/94 on December 21, 1994. The

"Confession" is dated May 20, 1994, supposedly signed by me on that date, before a Notary who I have recently learned is an employee of Davidoff & Molito. The Confession of Judgment does not appear to be my signature and the Notary Ms. Kennedy. **I have no recollection of ever seeing or signing this document, and for the record, I never ever signed a Confession of Judgment for anyone at any time ever. No "Notice" was ever received by me also.**

DEFECTS IN CONFESSION

12. In a medical malpractice case "Assignee" K. Gomez now attempts to extort money because of his alleged "purchase" of this Judgment from Carlton House for \$6,500.00, on November 13, 2008 (Exhibit H, "Assignment"). I outline further the motives of Gomez, (please see Exhibit I, copy of a Court Affidavit in the Medical Malpractice case). For the \$6,500.00 "investment", Gomez stalled a medical malpractice settlement, and is extorting the Secured Parties, (out of spite and retaliation), seeking to steal over \$120,000.00 (a profit of over \$100,000.00, in a week, and to steal the rights of my wife as plaintiff, and the Secured Parties in the process).
13. The supposed Confession of Judgment is defective (and violates CPLR 3218, et seq.), for a number of reasons, not the least of which is the signature is not mine, and I never met Notary Kennedy, nor did I swear by Oath before her regarding this Judgment. I was never at D & M's offices and not in NYC on May 20, 1994. I was never given any Notice of any alleged defaults. Also, as of the date of the alleged "Confession" May 20, 1994, I did not reside at 680 Madison Avenue, NYC. **Also, I append as Exhibit J an Affidavit of Attorney Gerald Mondora outlining the further defects in this**

**supposed Confession, violative of CPLR 3218. Mondora refers to Gomez as engaging in fraud and extortion in these matters.**

14. **The 1994 Zuckerman Affirmation, Exhibit G, is also, likewise, bias, false and replete with violations of CPLR. Zuckerman admits (in his Affirmation) I supposedly owed "\$5,184.94" to Carlton on September 1, 1994. Yet due to the violations by defendants (i.e., Carlton) of MDL and C of O, because of the illegal casino in a residence, no rents are collectable, see Exhibit One). Zuckerman claims on September 2, 1994 a Notice was sent to Couri, yet does not say where it was sent. I deny receiving any such Notice and I was in California, and no Notice was received by me in California or otherwise. I was not residing at 680 Madison Avenue, yet Zuckerman was able to secure a Judgment against me for \$57,817.80 on December 21, 1994 see Exhibits L & O.**
15. The 1994 supposed "Stipulation and Order", **Exhibit K**, is also defective, suspect and curious. It is not notarized. The Judge who supposedly "So Ordered" the Stipulation did not affix his "Court stamp" or name on it, and we are left with a scribble not knowing who "So Ordered" the document. I was not present before any Judge in Civil Court on May 20, 1994, the day the Stipulation was supposedly signed, (I was not in New York City). Nor as falsely stated, did I have the benefit of legal council, as I had no lawyer at that time or ever in these cases, at any time.
16. Further, it is a Civil Court Stipulation, case 103106/93. The "Stipulation" does reveal a supposed schedule of payments, I was supposed to make, which by December 1994, I would have owed, (according to it), \$10,260.00. Yet Zuckerman obtained Judgment against me in December, 1994 for **over**

**\$57,000.00. See Exhibit L and Exhibit O.** Further, pp. 4 of the Stipulation outlines alleged obligations for over \$54,000.00, to be paid by me from September, 1994 through June, 1997. There is no explanation how these sums became due and why, particularly in view of the violations of MDL AND c OF o SEE Exhibit One. There is no credit to me for the money which I had assigned to Carlton, of the insurance proceeds, one by me in early May, 1994. Accordingly, no payments would have been due per the Stipulation schedules (pp. 5(a), **Exhibit K**, until at best December **1995**, over 1 year after the Judgment was filed and obtained by Zuckerman. I not that on pp. 14, the Stipulation refers to "insurance proceeds of \$15,000.00" (my recollection is \$25,000.00). I was not given any credit for anything, even if the Stipulation was valid and not procured through fraud. New York Law provides that if the C of O or MDL are violated no rent is to be paid, since a criminal enterprise was ongoing AT Carlton on my apartments floor. Only an idiot would agree to pay rent arrears. Moreover, the facts reveal that when Zuckerman obtained the Judgment, no "default" had occurred, based on Zuckerman's own documents. This is also not to mention the one-sided, self-serving bias, and false framework of these documents, prepared solely by Zuckerman, as part of his scheme to steal from me, and to retaliate because of the uncovering of an illegal gambling enterprise at Carlton and the subject of CID of IRS activity. Taken on their face, these documents are laughable.

17. **Further defects are the fact that on pp. 17, the Stipulation Document refers to a "Confession of Judgments", dated June 1, 1995", and that date crossed out, and replaced by "September 30, 1994", with 3 circled initials and the fourth that purports to be mine (it is not). Yet the Confession Zuckerman filed, supposedly signed**

**by me and dated May 20, 1994. There is also no evidence of who executed the Stipulation on behalf of Carlton, or whose initials are on the document in various places. Please see Exhibit R Motion made in June 1994 by me while I was in California, revealing the Stipulation was procured by fraud. The Court agreed, but I was too ill to return to NYC at that time. Interestingly the "Confessions of Judgments" referred to in the Stipulation were never addressed by me in my Civil Court Motion in June 1994 because I did not sign any of them. More significant, where are the other Confessions of Judgment recited in the "Stipulation"? They also do not exist.**

18. Zuckerman, on pp. 18, changes the supposed amount due from \$54,000.00 to \$71,500.00, without any evidence, explanation or reason or proof of liability due from me for anything. Significantly I was Plaintiff and Carlton violated their C of O, MDL, and constructively evicted me. 'Why would I agree to pay them anything? I did not. (See Exhibit One and Exhibit B).
19. Finally, on pp. 20, there is a bogus statement that I consulted with council about this Stipulation. Such is an outright lie. I consulted with no one. What did occur is the fact that I was discharged from Columbia Presbyterian Hospital after 31 days of post-operative hospitalization from serious surgery. I was extremely ill in early May, 1994. I signed the Releases and Discontinuances and Assignment in my office at 14 E. 60<sup>th</sup> Street, had them hand-delivered to Zuckerman's office at Davidoff & Molito. (See Exhibit T transmittal letter).

JUDGMENT MUST BE VACATED

20. **Since Helmsley, Carlton and Zuckerman obtained this Judgment against me; (in December 1994), without any Notice, neither**

Zuckerman, Davidoff & Molito, Carlton or Helmsley Enterprises, et. al., ever pursued me for the collection of it. I did not know that this Judgment was filed against me until K. Gomez served me with a "Restraining Notice" on or about December 1, 2008. From December, 1994 through 1996, (about 2 years), I had frequent interaction with Zuckerman and Davidoff & Molito involving an unrelated litigation. They knew my office phone and address, yet they never even wrote to me about paying this Judgment. Such above is alone highly suspect, and reflects that the securing of the Judgment was improper and violative of CPLR.

21. In early December 2008 I called Harold Miriam, Esq. of Helmsley Enterprises/Carlton House when I learned of Gomez's "involvement". Miriam advised that he had no idea how the Judgment was procured but decided that on behalf of Carlton "sold" the Judgment to Gomez for \$6,500.00 in August 2008, with a 25% participation in any recovery, and that Gomez advised him that George Pavia and others financed the \$6,500.00, and are "partners", in a rouse to seal the medical malpractice recovery that was long ago subject to Secured Creditors, and UCC1-Filing Statements. (See Exhibit I). It is important to note that the Gomez/Carlton Assignment (Exhibit H) specifically states, "that the Assignor will not participate, collect, or benefit in the collection, of the Judgment". Miriam also advised that he had no idea how the Judgment was secured or when, nor why Zuckerman failed to pursue me for it. He had no answer as to why he did not try to call me before he "sold" the judgment to "Gomez". This is further suspect. **One would only wonder why a Judgment Creditor with a \$57,000.00 Judgment secured 14 years earlier, (if valid), with accrued interest has face**

value of over \$100,000.00 would sell it for \$6,500.00, without any due diligence or even calling the supposed Debtor unless the Creditor knew the Judgment was secured improperly. Any idiot would wonder why a lawyer (K. Gomez) would come forward to buy a Judgment that was 14 plus years old, out of the blue, belonging to a well known Debtor, without the Creditor doing at least some due diligence before making the "sale". The entire exercise reveals a scam, in addition to the defects in the documents themselves, and Zuckerman's prior forgeries. (See Exhibits J, L and O). Even if the Judgment was secured lawfully at the time it was filed, money was not due, if proper credit had been given to me for the insurance payment from Carlton's Insurance Carrier. (See Jaffray v. Sussman) Exhibit L. The inconsistencies in the documents, alone, pursuant to CPLR 3218, *et seq.* mandate this Judgment be vacated, not to mention the documented fraudulent conduct of Zuckerman. (See Exhibit A). Moreover, the supposed supporting documents were not properly in the Court files, they are inconsistent with each other, dates are inconsistent, amounts are inconsistent, addresses are wrong, and no evidence of any Notice is produced.

RELEVANT FACTS FURTHER SUPPORTING VACATURE OF JUDGMENT

22. **The court should be appalled by the improper agenda of Gomez, Zuckerman, Miriam and cohorts and Pavia. I have been of great value to law enforcement, see Exhibit N, collectively. I had**

previously uncovered criminal conduct of George Pavia, Gomez, his partner, Joe Burke and John Siebert. Learning of a massive tax evasion scheme involving millions of dollars in miss-applied deductions, undeclared income, other fraudulent acts and misuses of corporate files of companies I was involved. I reported these activities to CID of IRS and the Money Laundering Division of the Manhattan District Attorney's Office with the aid of the law, the office of Kostelanitz and Fink. I provided the agencies with *prima facie* evidence of tax evasion, fraud, phony deductions of millions of dollars, and also the circumventing gift tax requirements. Also, I provided evidence involving a "partner" of Pavia's, Ted Kohl, who was recently convicted of various crimes, having been prosecuted by the Manhattan DA Office and is presently in prison. All Gomez seems to accomplish is character assassination, in a rouse to cover up his and his client's criminal activities. (All un-denied) (See please Exhibit Q).

23. The exercise of Gomez, Pavia, Burke and Miriam has been geared to retaliate, harass and extort me. Gomez, Pavia, Burke and others have been on an extended crusade to injure me. Meanwhile, I am now suffering from cancer and heart disease, and have been in California for over 7 months undergoing treatment (please see Exhibit C). I settled this medical malpractice case (Exhibit I) so that my wife (a Plaintiff) and the Secured Parties who advanced substantial sums to me as far back as 1988, would be at least partially repaid. Gomez simply conspired with Zuckerman and Helmsley to buy this improper Judgment, to harass and extort me.

- (Please see Exhibit I, my Affidavit in the Medical Malpractice case). Gomez has violated his ethical responsibilities to "shake me down". (See Professional Responsibility, Exhibit P). Gomez does not deny the charges against him and his clients and partners of criminal activity now subject to serious Federal and State investigations.**
24. **Accordingly, I ask the Court to vacate this Judgment as it was procured improperly. The Judgment was procured illegally and when Zuckerman was caught by JSC Lowe forging my name in yet another case, Zuckerman "ran for the hills".**
25. **When all of this was uncovered December, 2008, I made this Motion. I secured a copy of the Judgment from the Court archives and secured a copy of the supposed Confession. I called Davidoff & Molito to find that Zuckerman was discharged from that firm, for cause.**
26. I respectfully point out to the Court that if Zuckerman secured this Judgment properly, one would expect, at the very least, that his then law firm was entitled to legal fees attached to the Judgment. He did not even seek the legal fees. Zuckerman simply never sought my payment of the Judgment
27. **At that time, Zuckerman was with D&M, and still representing Helmsley and Carlton yet not a scintilla of effort was made by Zuckerman, Carlton, Helmsley or Miriam to pursue me for any payment. Then 14 years later, they sell it for \$6,500.00. About 5% of face value (including interest). This in and of itself reveals the bogus nature of the fraudulent Judgment and Gomez attempted unjust enrichment scheme by holding up a medical settlement to extort about \$120,000.00 for the \$6,500.00 in a few weeks**

**investment. This extortion would be better than Mafia shylock rates. Gomez seeks a 20 times gain for about a week or two of \$6,500.00 supposed investment by engaging in extortion, Court abuses, fraud and perjury. "Nice work if you can get it".**

CARLTON, HELMSLEY, GOMEZ SHAKEDOWN

28. Gomez is a spoiler and a criminal stooge doing the bidding for George Pavis who is like a rabid dog seeking retaliation for him uncovering his illegal acts with Ted Kohl (now in prison), tax evasion and his acts of bribery and corruption. Gomez, a bust out, is a front for Pavia and others trying to steal medical malpractice recovery belonging to Secured Creditors protected by Security Agreements and UCC Financing Statements. See Exhibit I.
29. I respectfully ask the Court to review **Exhibit One**. The original Complaint I brought against Carlton and others in **1993**. The claims and causes of action reveal an illegal enterprise. (A gambling casino) in a residential building. Such acts (as pled) violate Certificate of Occupancy and Multiple Dwelling Laws. Carlton did not register a Gambling Casino being illegally conducted in a residential apartment, a violation of the C of O and MDL, as such, barring the collection of rents. The criminal enterprise resulted in stake outs by the U.S. Attorney and CID of IRS and massive criminal prosecution by the CID of IRS. (See Exhibits One, A and B).
30. Accordingly, why would I, as Plaintiff, pleading these violations (Exhibit One) agree to pay anything to Carlton. The fact is I did not, had no lawyer and am a victim of a scheme. (See Manno v. Felder, 165 Misc. 2d. 605, 608, 629, NYS 2d. 651 653; Hall v. Boroughs, 159 Misc. 2d 482, 485, 604 NYS 2d, 684 (see Exhibit O)).

31. That being the law, why would anyone agree to pay Carlton anything much less agree to and execute a Confession of Judgment" for money not legally due.
32. The entire series of documents reveal bias, and are one sided, concocted to favor Carlton. I did not have a lawyer. The Motion I made (Exhibit R) reveals that I never executed the Confession of Judgment dated May 20, 1994. The Motion dated June 6, 1994, made while I was in California seeks vacature of the Stipulation, on the grounds it was bogus and induced by fraud and misrepresentation. There is no mention to vacate the Confession of Judgment as I never signed it. Zuckerman was proven to be a forger by JSC Lowe, fabricating lawsuits and forged my name on fraudulent summons with Notice. Also see Affidavit of James Court (Exhibit R) dated June 6, 1994.
33. A reading of the May 1994 supposed Confession of Judgment reveals the absurdity of its fraud and violations of CPLR. The signature is clearly improper. I owed Carlton nothing and the L&T Court apparently agreed with me and granted a Stay to the supposed Stipulation. Most significantly, I was severely ill, in California, and could not follow up in NY Courts.
34. Equally absurd is a Affidavit in the file of a Mr. Cohen. I never met this man, never went to Court with him, and was not in Civil Court on May 20, 1994. I had traveled to California under medical orders due to complications from surgery. Thus, if Cohen went to a Court on that day, it was not with me as I do not know the man.
35. On March 22, 1994, my thoracic surgeon, Dr. Steinglass, signed an Affidavit regarding my Esophagectomy which had grave complications including cardiac disease. (See Exhibit S). I note that I am not a lawyer. At the time I could not walk post surgery and was weak and disoriented. These are all

symptoms of a transhiatal Esophagectomy (8 hours of surgery and over 30 days in hospital). Also then uncovering chronic heart disease. **Plain and simple, I was ganged up on and was without any lawyer, contrary to the Zuckerman concocted documents.**

36. Noteworthy, the supposed "Stipulation and Order" refers to a Confession of Judgment dated **June 1, 1995** and redacted to **September 30, 1994**. Neither were signed. Also, my Motion makes no reference to vacating the Confession of Judgment because I never signed any referenced in the supposed Stipulation.

GOMEZ SMOKESCREENS AND CHARACTER ASSASSINATION

37. As a smoke screen, Gomez has wrongfully exhumed family matters involving my mother who passed away about 20 years ago, suffering from cancer. My mother was severely ill and under medical care for years and suffered from mental disorders. At the time she was sick and unable to function. My brother and I had a business dispute involving a company, Duty Free International that I created, funded, and developed in or about 1970 with my father.
38. The fact is I financially supported my family and my brother for a number of years and was pursuing (in a Federal litigation) shares of stock in Duty Free Intl. (the company I created) which were mine and my daughter's, that my brother failed to turn over after my father passed away, see Exhibit Q. I was successful in my persistent pursuit, when I exposed my brother's transgressions before Hon. Charles Briant. Gomez takes documents out of context on a matter that was resolved over 20 years ago and that are totally irrelevant here. These are not at issue here, except it is worthy of note that I am a recipient of the Medal of Freedom and a member of the Presidential

Business Council, also I have aided the Treasury Department in tax reformation, and was awarded 2006 Businessman of the Year, see Exhibit N. I have also assisted in development of important criminal prosecutions over the past 30 years and today active in aiding in programs against corruption along with others, in concert with programs such as Americans Against Corruption.com and Americans Against Corrupt Courts.com: both in the developmental stage.

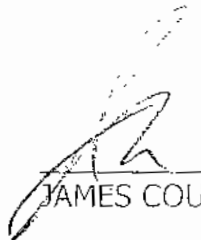
39. Significantly, Judge Sandra Miller, now at the Appellate Division 2<sup>nd</sup> Department, in 1984, after extensive litigating and motion practice, in these Courts in Westchester, awarded me sole and separate custody of my daughter Lydia Alexandra, who at the time was six years old. From that time on I was a single parent until I married my present wife in 1989. Apparently Justice Miller, after extensive evaluations (mentally, socially and otherwise), found me to be, with the aid of prominent psychiatrists, to be a highly qualified parent. The out of context remarks by my mentally disturbed mother, who engaged in horrible anti social conduct (not relevant here), and from my brother who was refused child adoption in America because of his expulsion from Brunswick Prep School in Greenwich CT (for cheating and stealing), where I graduated, and because of past spousal abuses, reveals Gomez's desperation, larceny and frauds, see Exhibit I. For the record, my daughter is a prominent business woman in Los Angeles, having graduated Miss Porter's School with Honors, and Washington University and obtaining a Masters Degree at Stony Brook College, all with Honors as well. Apparently Judge Miller made the proper decision, in the Court's wisdom. The only help I or my daughter received from my mother was that I paid for her living expenses until I got sick.

40. The Court respectfully should take note of the fact that Carlton secured this Judgment against me in 1994 via Zuckerman, and never pursued me, never gave me notice of the existence of it, although Zuckerman and Carlton knew where my office was (and still is: 575 Madison Avenue). After 15 years, Carlton/Helmsley "sell" to Gomez and his associates for \$6,500.00, this fraudulent Judgment, again without communication to me, so that Gomez can extort me and my wife for over \$120,000.00, within only a few days after the supposed Assignment to Gomez. If this is not mafia usury tactics, I am Santa Claus. This is part of the retaliation. The Judgment is illegal and secured through fraud and deception by Zuckerman, Carlton, et al., aided now by Gomez. A simple comparison of my true signature with the one on the Confession will reveal the marked differences. It is absurd, and the entire exercise is a waste of Court resources. There are more holes in this scheme than Swiss cheese, thanks to the fertile minds of Zuckerman, Carlton, and Gomez and Co.
41. I owe Carlton/Gomez nothing. The Judgment is bogus and a fraud illegally procured. Anyone who possesses a Judgment for 15 years and makes zero effort to collect it, does not inform the obligor of its existence and then in clandestine fashion "sells" it for about five percent of its supposed value is more than suspect.
42. This is an extortion scheme, a theft and an extortion to delay the payment of a medical malpractice recovery belonging to my wife and secured creditors. (Exhibit I).
43. Gomez must be sanctioned, and my Motion granted, dismissing and vacating this improper and illegal Judgment against me.


SUMMARY

44. I did not execute this Confession of Judgment, for anyone at any time, I surely did not execute any for Zuckerman, Carlton House or Helmsley for an illegal apartment in a building where an illegal gambling enterprise was being conducted, (see Exhibit One A & B) violative of C of O and MDL. Finally, no legitimate creditor would secure a Judgment, and wait 14 years and then sell it for about \$6,500.00. I was not represented by a lawyer, not in New York on May 20, 1994, and never appeared before Zuckerman's notary on that day, and I was not in L & T Court that day either.

WHEREFORE in view of the foregoing, I respectfully urge the Court see through these illegal acts of Gomez, et al., and vacate this Judgment against me, and for all other relief the Court deems just and proper.

  
\_\_\_\_\_  
JAMES COURI

Sworn to before me this 17 day of February, 2009

  
\_\_\_\_\_  
Notary Public

