

**SUPREME COURT OF THE CITY OF NEW YORK  
COUNTY OF KINGS**

**JOZEF SOKOLOWSKI,  
WIESLAWA SOKOLOWSKA  
a/k/a WIESLAWA SOKOLOWSKI**

Plaintiff(s),

vs.

**MACIEJ WODKIEWICZ as fiduciary of  
the ESTATE of ARKADIUSZ  
WODKIEWICZ,  
SELF RELIANCE (NY) FEDERAL  
CREDIT UNION**

Defendant(s),

: **Index No.** 20793 /2012  
: Filed in Supreme Court  
: of Kings County on

: **SUMMONS**  
: Plaintiffs designate Kings County  
: As the place of trial

: **Basis of Venue:**  
: Location of the premises  
: 223-225 Franklin Street  
: Brooklyn, NY 11222

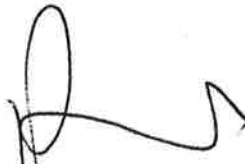
To the above mentioned Defendant(s):

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiffs' Attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

October 18, 2012

Kings County Clerk's Office  
Paym 2539486 10/19/2012 2:44c

Tr. 3010421                    \$210.00  
Contract  
20793/2012 SOKOLOWSKI, JUZEF ET A  
Total:                            \$210.00  
Check                            \$210.00

  
\_\_\_\_\_  
Romuald Magda, Esq.  
**Attorney for Plaintiff(s)**  
776A Manhattan Ave, Brooklyn, NY 11222  
Tel: (718) 389-4112

**Defendants' addresses:**

1/ MACIEJ WODKIEWICZ  
403 Avenue C, Apt. A1  
Brooklyn, NY 11218

2/ SELF RELIANCE (NY) FEDERAL CREDIT UNION  
108 Second Avenue  
New York, NY 10003



Franklin Street), consisting of ten residential units and one retail space, and Lot 22 (223 Franklin Street), consisting of six residential units and one retail space. (copy of the deed is annexed as **Exhibit A**).

6. That the defendant Self Reliance (NY) Federal Credit Union is a financial institution that hold the mortgage listed against the property; unpaid balance of the loan is approximately \$120,000.00.

7. That the deed description of the grantees shown that the title was held as follows:

“ JOZEF SOKOLOWSKI & WIESLAWA SOKOLOWSKI , his wife, as to 50% interest, both residing at 168 India Street, Brooklyn, N.Y. and ARKADIUSZ WODKIEWICZ, residing at 72 Hausman Street, Brooklyn, N.Y. as to remaining 50% interest”.

8. That at the same day as the date of purchase, March 25, 1991, the plaintiff and “Wodkiewicz” executed Business Certificate for Partners to conduct and transact business as members of a partnership under the name of “J & J REAL ESTATE PARTNERSHIP” with address of the partnership at 223 Franklin Street, Brooklyn, New York.

9. That on or about March 25, 1991 a partnership agreement was executed and established between the plaintiffs and the decedent Arkadiusz Wodkiewicz, hereinafter called “Partnership Agreement”; (copy of the Partnership Agreement is annexed as **Exhibit B**).

10. The Partnership Agreement provided among the others:

- a) that the partnership shall hold real estate and at that time it owned 223 and 225 Franklin Street, Brooklyn;
- b) that the Jozef Sokolowski and Wieslawa Sokolowski are deemed one partner listed as “Sokolowski”, and Arkadiusz Wodkiewicz was another partner listed as “Wodkiewicz” ;
- c) that any decisions relating to partnership should require the unanimous consent of both partners;
- d) that profits and losses should be divided equally and that both partners shall contribute equally any additional capital.

- e) That partners were to open a joint checking account to be used for payments of the partnership expenses and distribution of profits.
11. That the section called "SALE OF PARTNERSHIP INTEREST" provides as follows:  
"If either of the Partners desire to sell its interest in the partnership, the selling partner needs the consent of the other partner and the non-selling partner has the first option to purchase such interest".
  12. That section titled "DEATH OF PARTNER OR SALE OF PARTNERSHIP INTEREST" provides as follows:  
"in the event of the death of one of the Partners or purchase of a partner's interest by the other Partner, the value of such shall be fair market value. Fair market value shall be the average price of two obtained by two independent licensed business brokers. The Partners intend to obtain partner's life insurance coverage on each other to satisfy the Estate to the deceased partner's interest".
  13. Subsequently after the death of Wodkiewicz, on or about October 20, 2010, the plaintiffs obtained an appraisal of the Property which was prepared by Diversified Valuation Group, of 138 West 25<sup>th</sup> Street, New York. N.Y.
  14. That according to the appraisal the final market value as of October 7, 2010 had been Two Million Three Hundred Twenty Thousand Dollars (\$2,320,000.00).
  15. That since March 23, 2011, the plaintiffs had been in contacts with the defendant, Maciej Wodkiewicz, executor of the Estate of Arkadiusz Wodkiewicz, trying to reach agreement with him regarding the buyout of the Property.
  16. That despite the fact that over one year passed from the first attempts to reach settlement between the parties, the defendant Estate of Wodkiewicz refuses to deal with the plaintiffs about valuation of the property and transferring the Estate interest to the plaintiffs according to the Partnership Agreement.
  17. By letter dated August 23, 2012 the plaintiffs demanded that the defendant Estate of Wodkiewicz review the Partnership Agreement and contact plaintiffs' counsel. Until today defendant refuses to respond.
  18. In the meantime the building requires substantial work and renovation; that includes, but is not limited to: bulging wall and vertical cracks, facade work, renovation of the electrical system in the Property, Maciej Wodkiewicz the

personal representative of the Estate, upon information and belief currently stays in Poland and had not contributed any time, effort or funds to cover expenses of such works.

19. That the plaintiffs in reliance on the representation of the defendant Estate of Wodkiewicz had contacted two banks to see possibilities of obtaining the loan against the property- in order to pay off the fair market value to the defendant Estate of Wodkiewicz. The defendant had refused to consider any negotiation in this matter.

#### **FIRST CAUSE OF ACTION**

20. Plaintiff repeats each allegation contained in paragraphs 1 through 19 as if each had been pleaded herein in full.
21. Defendant Estate of Arkadiusz Wodkiewicz refuses to cooperate with the plaintiffs in obtaining the appraisal of the Property and to transfer the defendant's share of ownership to the plaintiff.
22. The plaintiffs are entitled to a declaration that
- a. In accordance with the Partnership Agreement dated March 25, 1991, the Property should be transferred to the plaintiff based on the fair market value of the property, at the time of death of Arkadiusz Wodkiewicz.
  - b. The Partnership between the parties is dissolved to the death of one of its original partners, to wit Arkadiusz Wodkiewicz.

#### **SECOND CAUSE OF ACTION**

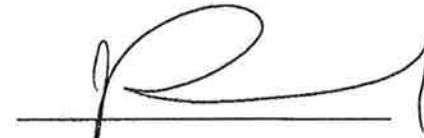
23. Plaintiff repeats each allegation contained in paragraphs 1 through 22 as if each had been pleaded herein in full.
24. Plaintiff is entitled to an injunction against defendant's, Estate of Wodkiewicz, assertion of any purported right or authority under the Partnership Agreement.

**WHEREFORE**, the plaintiffs demand judgment:

1. a. declaring that the Partnership between the original parties to the Partnership Agreement dated March 25, 1991 is dissolved due to the death of the partner Arkadiusz Wodkiewicz;

- b. Plaintiff is entitled to and injunction against defendant's, Estate of Wodkiewicz, assertion of any purported right or authority under the Partnership Agreement;
2. enjoining defendant Estate of Wodkiewicz from asserting any purported right or authority under the Partnership Agreement;
3. for actual damages in the amount to be determined by the Court refusal and delay in dealing with the plaintiffs in implementing the terms of Partnership Agreement in case of death of one of the partners;
4. awarding plaintiffs their legal fees in bringing this action as payments made or personal liability incurred in the implementing of the terms of Partnership Agreement;
5. granting the plaintiffs the costs and disbursements of this action;
6. granting the plaintiffs such other and further relief as this Court deems just and proper.

Brooklyn October 5, 2012



**Romuald P. Magda, Esq.**  
*Attorney for the Plaintiff(s)*  
776 A Manhattan Avenue  
Brooklyn, NY 11222  
Tel: (718) 389-4112

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

**JOZEF SOKOLOWSKI  
WIESLAWA SOKOLOWSKA,  
Aka WIESLAWA SOKOLOWSKI**

Plaintiff,

vs.

**MACIEJ WODKIEWICZ as fiduciary  
of the Estate of ARKADIUSZ  
WODKIEWICZ ,**

Defendant.

: Index No.:

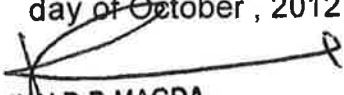
: VERIFICATION

Jozef Sokolowski and Wieslawa Sokolowska being duly sworn deposes and says that:  
We are the Plaintiff in the within action; I have read the foregoing Verified Complaint and know the contents thereof; the contents of the above are to my knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters, I believe them to be true.

  
\_\_\_\_\_  
JOZEF SOKOLOWSKI

  
\_\_\_\_\_  
WIESLAWA SOKOLOWSKA

Sworn to before me  
This 5<sup>th</sup> day of October, 2012

  
**NOTARY PUBLIC**  
RONALD P. MAGDA  
Notary Public, State of New York  
No. 02MA5040829  
Qualified in Queens County  
Commission Expires 3-20-2015







On the 25 day of March, 1991, before me personally came **OLGA STRICKO, LUCILLE GOLENKO and ALICE GOLENKO-GLENN** to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same.

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they executed the same.

2684 & 2286

*Mariusz Derydz*  
 NOTARY PUBLIC  
 MARIUSZ DERYDZ  
 Notary Public, State of New York  
 No. 43,601,457  
 Qualified in the Kings County  
 Commission Expires Apr 30, 1991

STATE OF NEW YORK  
 COUNTY OF Kings

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_

On this 25 day of March, 1991, before me personally came Olga Stricko to be known to be the individual described in and who executed the foregoing instrument and to me known to be the attorney in fact of Alice Golenko Glenn, the individual described in and who by his/her attorney in fact executed the same and acknowledged that he/she executed said instrument as the act and deed of said Alice Golenko Glenn by virtue of a Power of Attorney dated 10/20/90 and intended to be recorded simultaneously herewith.

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came \_\_\_\_\_, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that \_\_\_\_\_ is resident of No. \_\_\_\_\_

that he knows \_\_\_\_\_ to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

*Mariusz Derydz*  
 MARIUSZ DERYDZ  
 Notary Public, State of New York  
 No. 43,601,457  
 Qualified in Kings County  
 Commission Expires Apr 30, 1991

**BARGAIN AND SALE DEED**  
 WITH COVENANT AGAINST GRANTOR'S ACTS  
 Title No. E1965345

SECTION  
 BLOCK 2503  
 LOT 21 & 22  
 COUNTY OF KINGS

**OLGA STRICKO, LUCILLE GOLENKO and ALICE GOLENKO GLENN**

EXTRA LOTS

**JOSEF & WIESLAWA SOKOLOWSKI and ARKADIUSZ WODKIEWICZ**

**RIDGE ABSTRACT CORP.**  
 1015 PLATZMAN AVENUE  
 BROOKLYN, NEW YORK 11212

Recorded At Request of  
**LORE ABSTRACT, INC.**

RETURN BY MAIL TO:

COLLEGE POINT OF NEW YORK BOARD OF TITLE INSURANCE  
 Insured by  
**LORE ABSTRACT, INC.**  
 To Service All Your Title Needs  
 360 White Avenue  
 Mineola, N.Y. 11501

LOC. VEH. BY ADDRESS

**MICHAEL F. KELLY, ESQ.**  
 2305 Avenue Z  
 Brooklyn, N.Y. 11235

RECEIVED  
 REAL ESTATE  
 APR 9 1991  
 TRANSFER TAX  
 KINGS COUNTY

RECORDED IN **KINGS COUNTY**

OFFICE OF THE CITY REGISTER  
 91 APR -9 AM 9:24

REC. FEE  
 \$ 1700  
 RET # 04048

13259

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## PARTNERSHIP AGREEMENT

THIS AGREEMENT made this 25 day of March, 1991, by and between JOZEF SOKOLOWSKI and WIESLAWA SOKOLOWSKI (hereinafter referred to as "SOKOLOWSKI"), residing at 168 India Street, Brooklyn, New York, and ARKADIUSZ WODKIEWICZ, (hereinafter referred to as "WODKIEWICZ"), residing at 72 Hausman Street, Brooklyn, New York, together referred to as the "Partners."

### NAME OF PARTNERSHIP

The name of the partnership shall be J & J Real Estate Partnership.

### PURPOSE OF PARTNERSHIP

The partnership shall hold real estate and at this time, it owns 223 Franklin Street and 225 Franklin Street, Brooklyn, New York.

### TWO PARTNERS

It is the intent of the partners that "Sokolowski" be deemed one partner, as an owner of a fifty (50%) per cent undivided interest in the partnership's holdings.

Wodkiewicz may rely on the decision of either party which makes up the Sokolowski partner for the purpose of decision making as referred to in this agreement.

### DECISION MAKING

Any decisions relating to the partnership shall require the unanimous consent of both partners; Sokolowski and Wodkiewicz.

### PROFITS & LOSSES

All profits and losses shall be divided equally between Sokolowski and Wodkiewicz.

### ADDITIONAL CAPITAL

If the partnership needs additional capital, both Partners shall contribute equally.

### SALE OF PARTNERSHIP INTEREST

If either of the Partners desire to sell its interest in the partnership, the selling partner needs the consent of the other partner and the non-selling partner has the first option to purchase such interest.

### DEATH OF PARTNER OR SALE OF PARTNERSHIP INTEREST

In the event of the death of one of the Partners or the purchase of a partner's interest by the other Partner, the value of such shall be the fair market value. Fair market value shall be the average price of two obtained by two independent licensed business brokers. The Partners intend to obtain partner's life insurance coverage on each other to satisfy the Estate of the deceased partner's interest.

### REPAIRS

Both Partners must agree to the necessary repairs to partnership holdings and shall contribute equally for such.

### PARTNERSHIP ACCOUNT

The Partners agree to open a joint checking account which will be utilized for payment of partnership expenses and distribution of profits.

TAX DEDUCTIONS

The Partners agree that for Federal, State, and Local income tax purposes, each is entitled one-half (1/2) of any deductions arising from expenses relating to the purchase and carrying charges of partnership holdings including mortgage interest.


MISCELLANEOUS PROVISIONS

A) This agreement is entered into in the State of New York and such state laws shall govern and control.

b) If any of the terms of this agreement shall be deemed to be illegal, invalid or unenforceable the remaining provisions will be held in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 25 day of March, 1991.

  
JOZEF SOKOLOWSKI

  
WIESLAWA SOKOLOWSKI

  
ARKADIUSZ WODKIEWICZ

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

Index No.:

/2012

JOZEF SOKOLOWSKI,  
WIESLAWA SOKOLOWSKA  
a/k/a WIESLAWA SOKOLOWSKI

*Plaintiff(s),*

-against-

MACIEJ WODKIEWICZ as fiduciary of  
the ESTATE of ARKADIUSZ WODKIEWICZ,  
SELF RELIANCE (NY) FEDERAL CREDIT UNION

*Defendant(s).*

**SUMMONS AND VERIFIED COMPLAINT**

**ROMUALD P. MAGDA, ESQ.**  
*Attorney for Plaintiff(s)*  
776A Manhattan Avenue  
Brooklyn, NY 11222  
Tel: 718-389-4112

Signature (Rule 130-1.1-a)

To

**ROMUALD P. MAGDA, ESQ.**

Service of a copy of the within is hereby admitted.

Attorney (s) for

Dated: \_\_\_\_\_

**PLEASE TAKE NOTICE:**

NOTICE OF ENTRY

that the within is a (*certified*) true copy of a  
duly entered in the office of the clerk of the within named court on

NOTICE OF SETTLEMENT

that an order  
will be presented for settlement to the HON.  
within named Court, at  
on \_\_\_\_\_ at \_\_\_\_\_ M.

of which the within is a true copy  
One of the judges of the

Dated,

Yours, etc.