

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

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In the Matter of Petition of

Index No.:

LOUIS GOLDER, as Administrator  
of the Estate of Robert Golder,

Petitioner,

**PETITION  
FOR JUDICIAL  
DISSOLUTION**

for Judicial Dissolution of

29 WEST 27TH STREET ASSOCIATES LLC,

Respondent

TAUBER FAMILY IRREVOCABLE TRUST DATED  
DECEMBER 10, 2012, AVIVA BIELORY  
AS TRUSTEE OF THE ELIEZER BIELORY RESIDUARY  
TRUST AGREEMENT DATED MAY 3, 2007  
and LARRY TAUBER,

Respondents.

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Petitioner LOUIS GOLDER, as Administrator of the Estate of Robert Golder, as and for his verified petition to dissolve 29 WEST 27TH STREET ASSOCIATES LLC, a New York Limited Liability Company, pursuant to §701(a)1 and §703(a) of the New York Limited Liability Company Law, and to wind up the affairs of 29 WEST 27TH STREET ASSOCIATES LLC, alleges as follows:

**PARTIES**

1. Petitioner LOUIS GOLDER is a resident of the State of New York, County of Queens.

2. Respondent 29 WEST 27TH STREET ASSOCIATES LLC, is a New York Limited Liability Company organized pursuant to the provisions of the New York Limited Liability Company Law. Annexed hereto as Exhibit "A" is a copy of a printout from the official NYS Department of State website, indicating the good standing and existence of the LLC, having been filed with the NYS Department of State on August 15, 2003.

3. The Filing Receipt and Articles of Organization are unavailable to Petitioner, as they are in the custody of the Manager of the LLC, Respondent LARRY TAUBER.

4. Petitioner LOUIS GOLDER is the Administrator of the Estate of Robert Golder, who was one of the three original Members of the entity, and which holds a 45% interest. Petitioner is acting as the legal representative of the estate in this Petition for Dissolution. Annexed hereto as Exhibit "B" is a copy of the Letters of Administration issued to Petitioner.

5. Respondent TAUBER FAMILY IRREVOCABLE TRUST DATED DECEMBER 10, 2012 is the current second member of the LLC, holding a 40% interest.

6. Originally, the member was Joshua Tauber. At some unknown time, Joshua Tauber's interest was transferred to TAUBER FAMILY IRREVOCABLE TRUST DATED DECEMBER 10, 2012. This information

is based on the copy of the 2014 LLC income tax return as furnished to Petitioner by the LLC.

7. Respondent AVIVA BIELORY AS TRUSTEE OF THE ELIEZER BIELORY RESIDUARY TRUST AGREEMENT DATED MAY 3, 2007 is the current third member of the LLC, holding a 15% interest.

8. Originally, the member was ELIEZER BIELORY. At some unknown time, ELIEZER BIELORY's interest was transferred to AVIVA BIELORY AS TRUSTEE OF THE ELIEZER BIELORY RESIDUARY TRUST AGREEMENT DATED MAY 3, 2007. This information is based on the copy of the 2014 LLC income tax return as furnished to Petitioner by the LLC.

9. Respondent LARRY TAUBER, who is the son of original member Joshua Tauber, is not a Member, but is the registered recipient of service of process for the LLC, with an address for service at 44 West 85<sup>th</sup> Street, #1B, New York, NY 10024.

10. Respondent LARRY TAUBER handles all of the day-to-day business of the LLC.

#### **BACKGROUND FACTS**

11. On or about October 2, 1981, the three original Members, namely, ROBERT GOLDBER, JOSHUA TAUBER and ELIEZER BIELORY formed a partnership known as 29 WEST 27TH STREET ASSOCIATES. A copy of the Partnership Agreement is annexed hereto as Exhibit "C".

12. On or about August 14, 2003, Respondent LARRY TAUBER, as

manager of the then partnership, notified Petitioner that the partnership was going to be transformed into a newly organized LLC, which is the respondent.

13. Annexed hereto as Exhibit "D" is a letter dated August 14, 2003, from Larry Tauber to Petitioner, indicating the change, and asking for consent. Consent was furnished.

14. Under the terms of the letter, the LLC would continue to operate "with the same partners and partners interests". To the best of the knowledge of Petitioner, no formal LLC Operating Agreement was ever drafted or executed, (certainly, none was ever exhibited to Petitioner for comment or approval). The clearly stated and understood intention was that the terms contained in the Partnership Agreement would continue, insofar as now governing the operation of the LLC, which would, for all intents and purposes, operate in an identical way as the partnership had done. To the understanding of Petitioner, the only reason for the switch to LLC status was for more favorable tax treatment.

15. Under the terms of the Partnership Agreement/Operating Agreement, specifically in paragraph 3, the following was stated:

"The partnership shall begin at the time of the execution of this agreement and shall continue until December 31, 2011, unless the purpose for which the partnership has been formed shall have been completed, or unless terminated pursuant to the terms of this

agreement. The death of a partner shall not terminate the partnership except to the extent hereinafter provided." (Emphasis added).

16. The only business of the Partnership has always been the ownership and management of a multiple dwelling located at 29 West 27th Street, New York, NY 10001 (8 residential apartments, and 1 commercial space). The building is an upscale building in a prime location. Petitioner has information that would value the property at being worth anywhere from six to ten million dollars.

17. At this juncture, Petitioner wishes to complete the process of dissolution, exactly as stated in the Partnership Agreement.

18. Some discussion was had between the Members concerning the possibilities of a buy-out, or of putting the building up for sale on the open market, but nothing was accomplished.

19. §701 of the New York Limited Liability Company Law states, in part, as follows:

"(a) A limited liability company is dissolved and its affairs shall be wound up upon the first to occur of the following: (1) the latest date on which the limited liability company is to dissolve, if any, provided in the articles of organization, or the time specified in the operating agreement, but if no such date is provided in the articles of organization and if no such time is specified in the operating agreement, then the limited liability company shall have a perpetual existence;" (emphasis added)

20. §703 of the New York Limited Liability Company Law states, in part, as follows:

(a) In the event of a dissolution of a limited liability company, except for a dissolution pursuant to section seven hundred two of this article, unless otherwise provided in the operating agreement, the members may wind up the limited liability company's affairs. Upon cause shown, the supreme court in the judicial district in which the office of the limited liability company is located may wind up the limited liability company's affairs upon application of any member, or his or her legal representative or assignee, and in connection therewith may appoint a receiver or liquidating trustee. (Emphasis added)

21. Under the terms of the Partnership Agreement/Operating Agreement, there was a definite date of termination established by all parties, namely, December 31, 2011, which date has come and gone. It is therefore the absolute right of any of the members, or their legal representative, to request that this court order the dissolution if such cannot be had voluntarily.

WHEREFORE, Petitioner respectfully prays for relief as follows:

A. Entry of final judgment dissolving 29 WEST 27TH STREET ASSOCIATES, LLC, pursuant to §701(a)1 and §703(a) of the New York Limited Liability Company Law, ordering that the LLC wind up its affairs; and

B. Granting Petitioner such other and further relief as the court may deem just and proper.

Dated: April 28, 2016  
Forest Hills, NY



STEPHEN I. FEDER, ESQ., P.C.  
Attorney for Petitioner  
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Forest Hills, NY 11375  
(718) 268-9040

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

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In the Matter of Petition of

Index No.:

LOUIS GOLDER, as the Administrator  
of the Estate of Robert Golder,

**VERIFICATION**

Petitioner

for Judicial Dissolution of

29 WEST 27TH STREET ASSOCIATES, LLC,

Respondent

TAUBER FAMILY IRREVOCABLE TRUST DATED  
DECEMBER 10, 2012, AVIVA BIELORY  
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STATE OF NEW YORK     )  
COUNTY OF QUEENS    ) ss.:

LOUIS GOLDER, being duly sworn, deposes and says:

I am Petitioner in the within action; I have read the foregoing Petition and know the contents thereof; the same is true to my own knowledge, except as to the matters therein stated to be on information and belief, and as to those matters I believe it to be true.

*Louis Golder*

LOUIS GOLDER

SWORN TO BEFORE ME THIS  
28 DAY OF APRIL, 2016



NOTARY PUBLIC

STEPHEN I. FEDER  
Notary Public, State of New York  
No. 02FE4784757  
Qualified in Queens County  
Commission Expires May 31, 2019

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