

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re Chapter 13  
SUZANNE M. MCCORMICK,

Case No. 17-22009--rdd

Debtor.

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**DEBTOR SUZANNE MC CORMICK’S OBJECTIONS AND OPPOSITION TO C2GRE  
LLC’S MOTION TO CONFIRM AUTOMATIC STAY DOES NOT EXIST OR LIFT  
STAY AND DEBTOR’S CROSS-MOTION TO DISMISS C2GRE LLC’S MOTION AND  
TO CONTINUE THE AUTOMATIC STAY UNDER 11 U.S.C. § 362(c)(3)(A)(B).**

**TO: HONORABLE ROBERT D. DRAIN  
UNITED STATES BANKRUPTCY JUDGE**

SUZANNE M. McCORMICK, declares under oath and penalties of perjury as follows: I make this affidavit on my own personal knowledge, as the debtor herein.

1. I am the Debtor in this case having filed a second Bankruptcy Petition on or about Jan. 4, 2017 making such filing in Good Faith under law and Equity.
2. I make this statement in Opposition to a Motion filed by counsel for C2GRE LLC to either confirm that the Automatic Stay does not apply or alternatively to Lift the Automatic Stay of Bankruptcy protection and further make a Cross-Motion to Dismiss the Motion of C2GRE LLC and further to Continue the Automatic Stay in good faith under 11 U.S.C. § 362(c)(3)(A)(B).
3. C2GRE LLC through counsel has moved for an Order”confirming the automatic stay pursuant to §362(d) of Title 11 of the United States Code, 11 U.S.C. §101, et seq. (the “Bankruptcy Code”) does not apply to the action for possession of the property located at 231 Clinton Avenue, Dobbs Ferry, New York (the “Property”) pursuant to §362(b)(22), or alternatively,

relief from the automatic stay.”

4. This motion of C2GRE LLC must be denied and Dismissed under law and equity.
5. C2GRE LLC’s motion is brought under an inapplicable Exception to the automatic stay under Bankruptcy law and because this section does not apply to the facts of this case, the motion must be denied and dismissed.
6. The express terms of the law that C2GRE LLC move this Court under provide an exception to the Automatic Bankruptcy Stay but only as follows to: “the continuation of any eviction, unlawful detainer action, or similar proceeding by a lessor against a debtor involving residential property in which the debtor resides as a tenant under a lease or rental agreement and with respect to which the lessor has obtained before the date of the filing of the bankruptcy petition, a judgment for possession of such property against the debtor”.
7. By its very terms this exception only applies to a “lessor” for residential property “in which the debtor resides as a tenant under a lease or rental agreement” and C2GRE LLC is not now or has never been a “lessor” at my property at 231 Clinton Avenue, Dobbs Ferry, New York (the “Property”) nor have I ever been residing “as a tenant under a lease or rental agreement” with C2GRE LLC as my “lessor” and thus this exception has no application in this case and must be dismissed at this time.
8. I have owned and resided in the subject residential property for approximately 50 years and have substantial Equity and claims under Equity in the subject property as the “Owner” and C2GRE LLC is not a “creditor” of my Estate and is nothing more than an intermediate party seeking to take possession from a series of fraudulent and bad faith actions in the State Courts of New York under circumstances which C2GRE LLC knew and should have known that any claim to possession or right or title on their part was compromised and pursued under known

defects, lack of due process and fraudulent proceedings.

9. Thus, C2GRE LLC has not come into this Bankruptcy Court of equity with “unclean hands” and should have no superior right of possession or title to the subject property.
10. The automatic stay is triggered by the filing of a bankruptcy petition. 11 U.S.C. § 362(a). “The scope of the stay is broad.” *Gordon v. Taylor, et al. (In re Taylor)*, 430 B.R. 305, 311 (Bankr. N.D. Ga. 2010).
11. The filing of a petition under any chapter of the Bankruptcy Code generally triggers the application of the automatic stay and brings to a halt most actions by creditors against the debtor, including "any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate[.]" 11 U.S.C. § 362(a)(3).
12. According to applicable New York law, a "beneficial" or "equitable" owner of an asset is "[o]ne recognized in equity as the owner of something because use and title belong to that person, even though legal title may belong to someone else. . . ." *In re Worldcom, Inc.*, 343 B.R. 430, 439 (Bankr.S.D.N.Y.2006) (citing. *Black's Law Dictionary* 1130 (7th Ed.1999))
13. The automatic Bankruptcy stay specifically applies to this Case and because this is my second Ch. 13 filing within a year is subject to my motion to continue to the Stay in good faith and I submit I have filed in good faith presently and previously filed in good faith and that the prior dismissal was due to errors and defects in process and any such errors or mistakes were unintentional on my part and were not done or made with intent to hinder, delay or harrass proper actions by any lawful or proper creditor against me.
14. To the contrary, I am the party being harassed and abused by a series of improper actions in the State Courts of New York.
15. The protection of the automatic stay inures to the benefit of both the debtor and creditors. "The

automatic stay is a fundamental debtor protection designed to promote equal treatment among creditors and to provide the debtor with a breathing spell from the financial pressures which drove the debtor into bankruptcy." In re Winer, 2008 WL 2074091, at \*3 (Bankr. E.D.N.Y. May 13, 2008) (citing E. Refractories Co. v. Forty Eight Insulations Inc., 157 F.3d 169, 172 (2d Cir.1998)).

16. "One of the principal purposes of the automatic stay is to preserve the property of the debtor's estate for the benefit of all the creditors." Official Comm. of Unsecured Creds. v. PSS Steamship Co., (In re Prudential Lines Inc.), 928 F.2d 565, 573 (2d Cir.1991).
17. Again, C2GRE LLC is not a "creditor" of my Estate or against me and is at best some intervening party of interest trying to take property and gains with knowledge of fraud, improprieties, due process violations and actions not taken in good faith.
18. After a series of ongoing and continuing frauds and improprieties in the New York Courts I am the one who in this Court if Equity is entitled to the "***breathing spell from the financial pressures which drove the debtor into bankruptcy.***" In re Winer, 2008 WL 2074091, at \*3 (Bankr. E.D.N.Y. May 13, 2008) (citing E. Refractories Co. v. Forty Eight Insulations Inc., 157 F.3d 169, 172 (2d Cir.1998)) and thus the Stay should continue at this time.
19. I have already filed a Proposed Ch. 13 Plan in good faith in this second Bankruptcy filing and seek to work in good faith with the Trustee and any proper creditors and should have at least a 3 Year Plan if not longer and due to the substantial and sizable equities in the subject property valued approximately close to \$2 million "cushion" conservatively at "fair market values" over and above any possible claim to monies from the First Mortgage holder and including any possible claim by C2GRE LLC or the real party in interest and thus there is more than adequate protection by the equity in the subject property for the Automatic Bankruptcy Stay to continue.

20. The Trustee and this Court should note that I have substantial claims and causes of action due to the pattern and practices of frauds in the Surrogate Courts of the State of New York against me and other claims where there are real and viable rights of recovery of funds which is further protection to any proper creditor against me.
21. I have faced extreme difficulty in getting proper counsel and this Court of Equity should consider this in viewing any prior dismissal and take all steps to afford me access to proper Pro Bono counsel.
22. Relief from the automatic stay to C2GRE LLC is neither justified nor warranted, since their claimed ownership of the property under the action of Taron v. McCormick in Supreme Court should have been dismissed, but was not so dismissed, despite controlling authority of the Appellate Division Second Department requiring dismissal, as stated above.
23. The claimed party in interest has no lawful interest in the property at issue, as stated above.
24. The pre-petition warrant of eviction was unlawfully obtained, under an improperly recorded and void or voidable Referee's Deed, during the pendency of a motion to vacate the underlying Judgment of Foreclosure and Sale, as erroneous and unlawful.
25. The Referee's Deed which Atty. Nesson, used to obtain the underlying Warrant of Eviction was unlawful, is facially void, lacking a dated acknowledgement where he himself was the Notary Public, and should not have been recorded by the Westchester County Land Office.
26. Atty. Nesson also used his own improper scribbled "Certified" on the Deed filed with GTJC, instead of the form required by CPLR 2105.
27. The Referee's Deed was also the product of an unlawful foreclosure action that was questioned by a title company as well as Attorney Nesson himself, as were the unlawful Judgment and Warrant of Eviction flowing therefrom.

28. The underlying foreclosure action was commenced in Supreme Court, Westchester County, on 4/4/2014 by Taron Partners LLC, under Index No. 55158/2014.
29. An erroneous Judgment of Foreclosure and Sale was issued by Justice Charles D. Wood, based on attorney fraud and noncompliance with law.
30. There was no proof of ownership of the Note by Taron at the time of filing the action, which would deprive that Court of standing -subject matter jurisdiction; nor did the Court require production of the original Note, which a C2GRE member claimed, some two years after commencement, had been purportedly delivered to him prior to commencement.
31. The holder of the 1st Mortgage, a bank, was never notified at any time of the Taron foreclosure by their attorney.
32. Controlling authority of the NYS Appellate Division, Second Department ("AD2d"), required that the action be dismissed if it did not comply with various state statutes, enacted after the mortgage crisis, to help homeowners.
33. The assigned Supreme Court Justice failed to comply with the controlling authority of the AD2d requiring dismissal at the inception, when it should have been dismissed, as a matter of law; instead, granting an erroneous and unlawful Judgment of Foreclosure and Sale.
34. This Court is asked to take Judicial Notice of other defects and illegalities compromising the claims of C2GRE LLC as set out in my opposition papers in the first Bankruptcy action under Case No. 16-23242 RDD and I hereby incorporate each and every objection and claim from said proceedings as if specifically re-plead herein.
35. I further reserve all rights to raise and claim conflicts of interest in the proceedings as previously suggested in prior proceedings and to file other motions as law and justice and equity require.

WHEREFORE, Debtor respectfully requests that the Movant's motion should be denied in all respects and dismissed in the entirety and that the Automatic Stay should be continued at this time and for such other and further relief as to this Court may seem just and proper.

I declare and certify under penalty of perjury that the foregoing is true and correct.

Executed on February 1, 2017.

DATED: Feb. 1, 2017

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SUZANNE M. McCORMICK  
231 Clinton Avenue  
Dobbs Ferry, New York 10522