

SUPREME COURT : STATE OF NEW YORK  
COUNTY OF NEW YORK

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SUSAN CHARNEY,

Plaintiff,

-against-

NORTH JERSEY TRADING CORPORATION,  
ALEXANDER FRIED, JUDITH HERSKOWITZ,  
XXX HERSKOWITZ and XXX  
HERSKOWITZ,

Defendants.

IAS PART 30 Heitler, J.

Index No. 24517/88

**REPLY TO PAUL WINDELS'  
OPPOSITION TO CROSS  
MOTIONS FOR STAY AND  
OTHER RELIEF**

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STATE OF FLORIDA        )  
                                  ) S.:  
MIAMI-DADE COUNTY    )

JUDITH HERSKOWITZ, being duly sworn, deposes and says:

1. That I am named as a defendant in the above entitled case and make this affidavit on personal knowledge, without submitting to personal jurisdiction of this Court in Reply to Paul Windels' Opposition for Stay and Other Relief.

2. ¶2 (a) to (f) are mere conclusions and each and every one of them was denied in the moving papers and is being denied herein.

3. ¶3 is yet another ad hominem attack against Judith Herskowitz. In fact Windels made no application for distribution as the receiver nor could he since he is not an Article 12 receiver. There is no provision for application for distribution of the corporate funds under BCL 629(e). In the following paragraphs Windels admits that he merely purports to join in with Charney in the motion, without showing any authority under that motion.

4. Windels disregards that he was not appointed as permanent receiver in the Final Judgment nor was he continued in the Final Judgment as the permanent receiver and so he is not an

Article 12 receiver of North Jersey a foreign corporation. Moreover, Windels on the one hand would claim that he is the receiver for North Jersey Trading Corporation, but then he would claim that his oath is for Charney, when the very title of that oath clearly distinguishes Susan Charney as Plaintiff and North Jersey Trading Corporation as the Defendant.. Windels also overlooks that this is not the turnover proceeding and that has been terminated long ago.

5. Nor does, nor can he deny that when he has taken his oath of receiver in January 6, 1996 the North Jersey property was already sold a year and a half before that and for that other reason he could not have been appointed as the receiver of the property of North Jersey.

6. As to Mr. Windels' reliance on that September 23, 2003 *ex parte* order, that has been fully responded in Reply to Delibert's Opposition paper and will not be repeated here, nor his continue personal attacks on Judith Herskowitz.

7. Nor does Mr. dispute that he is not entitled to fees on the corpus of the funds transferred by the Bankruptcy Trustee.

8. Obviously Mr. Windels is not willing to produce that Satisfaction of Judgment and it is secreted because it does discharge the judgment against Judith Herskowitz as well.

9. Mr. Windels would merely resort to baseless arguments in paragraph 16(a) to (d) each and every one of them is frivolous. Mr. Windels totally overlooks and disregards that Judith Herskowitz is still a majority shareholder of North Jersey Trading Corporation. Since Mr. Windels is not an Article 12 Receiver and has taken no oath on behalf of North Jersey, he is without standing and authority to hold the corporate funds.

WHEREFORE, for the reasons stated herein and in the moving papers, Paul Windels should be required to produce the requested records and the stay of these proceedings be granted as requested in the moving papers.

BEFORE me the undersigned authority, personally appeared JUDITH HERSKOWITZ, who being duly sworn, deposed and stated the foregoing, which she asserts are facts known to her personally and are true and correct:

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JUDY HERSKOWITZ

SWORN to before me  
this 14<sup>th</sup> day of November, 2003

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Notary Public - State of Florida