

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

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EVE MANCUSO, TERI GABEL,
RAYMOND KOZMA, SUZANNE ROCHELEAU,
SUSANNE FLOWER, and the NEW YORK
CHAPTER, INC. OF THE
ADIRONDACK MOUNTAIN CLUB, INC.,

Index No. _____/21

Petitioners/Plaintiffs,

v.

ADIRONDACK MOUNTAIN CLUB, INC.,

Respondent/Defendant.
-----X

PETITIONERS/PLAINTIFFS' MEMORANDUM OF LAW
IN SUPPORT OF ORDER TO SHOW CAUSE
FOR PRELIMINARY INJUNCTION WITH
A TEMPORARY RESTRAINING ORDER

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Under truly urgent circumstances, Petitioners/Plaintiffs, Eve Mancuso, Teri Gabel, Raymond Kozma, Suzanne Rocheleau, Susanne Flower (collectively “Individuals”) and the New York Chapter, Inc. of the Adirondack Mountain Club, Inc. (“NY ADK”), submit this Memorandum of Law in support of their motion for a Preliminary Injunction against the Adirondack Mountain Club, Inc. (“ADK”) with a Temporary Restraining Order so as **to protect the health and safety** of NY ADK’s members and the public **this impending July 4 weekend** and beyond, and to stop on going irreparable harm.

Preliminary Statement

In a bad faith effort to ultimately seize NY ADK’s assets, ADK has - without affording Petitioners/Plaintiffs notice or opportunity to be heard – suddenly and unilaterally declared that it, *inter alia*, dissolved NY ADK, terminated the Individuals’ NY ADK and ADK membership, and then threatened NY ADK’s officers and directors with criminal prosecution if they continued to conduct the affairs of NY ADK. ADK’s conduct is without any basis in law or fact and violates principles of fundamental fairness and due process.

ADK’s wrongful acts have thrown NY ADK - a nearly 100-year old independent chapter of ADK promoting conservation, recreation, and education, with over 1,200 members and a popular camp - into disarray. More urgently, ADK’s dissolution and expulsion edict has **jeopardized the health and safety** of those who continue to use NY ADK’s camp facility (via their own member camp key access) **this impending July 4 weekend** and throughout the summer because NY ADK is prohibited from taking any action at all, even to respond to health or other emergencies at camp or supervise camp usage.

ADK's attempt to dissolve NY ADK and terminate the Individuals' membership in NY ADK and ADK entitles Petitioners/Plaintiffs to a preliminary injunction under well-established standards for such relief. Petitioners/Plaintiffs will succeed on the merits of this action for mandamus and declaratory judgment given ADK's egregious and undisputable violations of Individuals' rights. See, e.g., Lane v. Sierra Group, 183 Misc.2d 944, 706 N.Y.S.2d 577 (Sup. Ct. N.Y. Cnty. 2000) (setting aside the defendants' suspension of a local chapter for failing to provide notice and an opportunity to be heard). Petitioners/Plaintiffs will suffer irreparable injury if injunctive relief is not granted in that the Individuals will be denied the privileges to which their membership in NY ADK and ADK entitles them and NY ADK will be unable to ensure the health and safety of its members or provide them with the activities and services for which they have paid. See, e.g., Brevetti v. Tzougros, 42 Misc. 2d 171, 247 N.Y.S.2d 295 (Sup. Ct. Queens Cnty. 1964) (defendant preliminarily enjoined from terminating plaintiff's membership, directing that she be reinstated as a member of the defendant corporation pending a final determination of the action, on the ground that she suffered and will continue to suffer irreparable damage from her dismissal without proper notice or the right of confrontation). Certainly, the equities heavily weigh in favor of an injunction since Petitioners/Plaintiffs are merely seeking to maintain the *status quo* while the denial of injunctive relief would be detrimental to the interests of NY ADK's 1,200 members and the public, itself.

Statement of Facts

ADK is a New York not for profit corporation for people interested in promoting conservation, recreation, and education. Affidavit of Eve Mancuso, sworn to July 1, 2021 ("Mancuso Aff."), ¶ 6; Verified Petition and Complaint, dated July 1, 2021, attached to the Mancuso Aff. as Ex. 5 ("Complaint"), ¶ 8. Many of ADK's members are also members of local

chapters of ADK. Mancuso Aff., ¶ 7; Complaint, ¶ 9. NY ADK is associated with ADK as a chapter of ADK.

NY ADK grew out of a request from ADK, in 1922, to organize local walks for people in the Metropolitan area. NY ADK was separately incorporated in 1931.¹ Complaint, ¶ 13. The Individuals are (or were) members and directors and/or officers of NY ADK. Complaint, ¶¶ 1-5.

Over the years, NY ADK hosted many activities so that its members could enjoy and work to preserve the local environment including: maintaining miles of trails, holding hiking, skiing, camping and canoeing trips, and picnics, and nature study. Mancuso Aff., ¶ 9; Complaint, ¶ 15.

In addition to these ongoing activities, upon information and belief, since the early 1920's through today, NY ADK has coordinated with the Palisades Interstate Parks Commission and leased access and provided maintenance and capital improvements to various camps in and around Harriman, New York. Mancuso Aff., ¶ 10; Complaint, ¶ 16. NY ADK has a full slate of previously scheduled activities, including publicly announced hosted events at its camp location, for members and third parties for the summer 2021 season and beyond. Mancuso Aff., ¶ 11; Complaint, ¶ 17. Moreover, many of NY ADK's members have their own keys to its camp location and access the facilities at their own discretion. Mancuso Aff., ¶ 12; Complaint, ¶ 18.

With all of this, NY ADK has built a dedicated membership who have generously supported NY ADK's efforts. Mancuso Aff., ¶ 13; Complaint, ¶ 19. ADK has acknowledged and supported the wide range of activities, good works, and vibrant membership of NY ADK. Mancuso Aff., ¶ 14; Complaint, ¶ 20.

In 2019, it seemed that ADK shifted away from being a collegial membership organization.

¹ ADK's by-laws provide that any chapter which was incorporated prior to the effective date of the by-laws, may remain as such. NY ADK was incorporated before the effective date of the by-laws.

In October of 2019, Michael Barrett (“Barrett”), a former political appointee and attorney, became the Executive Director of ADK. In 2020, ADK announced that chapter representatives, who had previously comprised the ADK’s Board of Directors, would be replaced with “a professional board structure.” Mancuso Aff., ¶ 16; Complaint, ¶ 23.

Even as chapters were being disenfranchised by ADK, ADK demanded, without basis, that the chapters make financial contributions to ADK, notwithstanding that ADK is supposed to support the chapters, not the other way around. Mancuso Aff., ¶ 17; Complaint, ¶ 25. In particular, when the pandemic hit, Barrett demanded financial support from the chapters, perhaps to ensure that ADK could meet its payroll, i.e., his own salary. Mancuso Aff., ¶ 18; Complaint, ¶ 26. Because NY ADK was facing its own financial pressures, as was its prerogative, it declined to provide any gift to ADK. Mancuso Aff., ¶ 19; Complaint, ¶ 28.

Thereafter, Barrett targeted NY ADK and the Individuals by wrongfully expelling the Individuals from membership, dissolving the chapter and demanding it cease all activities, and threatening the Petitioners/Plaintiffs with criminal prosecution if they did not accede to his wrongful demands.

On June 21, 2021, ADK through Barrett sent each of the Individuals an email of an identical² letter (“June 21 Letter”) explicitly stating that it was being sent to the named individual only pursuant to Article IV, Section 1.2(b) of ADK’s by-laws. A true and correct copy of the June 21 Letter, this copy addressed to Mancuso, is attached to the Mancuso Aff. as Ex. 1.

Section 1.2(b) of ADK’s by-laws provides that:

A member may be temporarily suspended from the membership or expelled from membership for violation of the Bylaws of ADK or for conduct prejudicial to the best interests of ADK as determined by the Board, provided charges in writing are proffered against

² Except for the “Dear ___:” salutation.

such member, a copy thereof served upon such member, and an opportunity afforded such member for a hearing before the Board.

A true and correct copy of ADK's by-laws is attached to the Mancuso Aff. as Ex. 4.

While the June 21 Letter purports to "pursuant to Section 1.2. (b) of ADK's bylaws [regarding suspension or expulsion of an individual member], . . . provid[e] written notice and opportunity to be heard [at a June 26 Board Meeting ("Hearing")] regarding . . . charges [{"Charges"}]":

- a. It is dated June 21, 2021, a mere five (5) days prior to the Hearing (the June 21 Letter itself acknowledges the inadequacy of the short "proximity" of the June 26 Hearing);
- b. The Charges make no allegations of wrongdoing by any individual and make no mention of the Individuals other than the "Dear ___:" salutation;
- c. The June 21 Letter does not list who the witnesses against the Individuals would be at the Hearing;
- d. The June 21 Letter did not provide the Individuals with the right to cross-examine such witnesses at the Hearing;
- e. The June 21 Letter prohibited the Individuals from bringing witnesses of their own ("[o]nly those individually noticed will have the right to appear at this meeting.");
- f. The June 21 Letter did not provide any of the documentary evidence to be used against the individual Petitioners/Plaintiffs;
- g. The June 21 Letter did not allow for the Individuals to question any such documentary evidence at the Hearing;
- h. The June 21 Letter calls for production by Petitioners/Plaintiffs of documentary evidence **after** the Hearing; and
- i. The June 21 Letter prohibited the Individuals from having counsel appear at the Hearing ("[o]nly those individually noticed will have the right to appear at this meeting.")

Mancuso Aff., Ex. 1; Mancuso Aff., ¶ 24; Complaint, ¶ 32.

On June 25, 2021, counsel advised ADK that the June 21 Letter and the scheduled Hearing failed to meet legal due process requirements and that the June 21 Letter and Hearing were rejected as invalid, defective, and a nullity. A true and correct copy of Counsel's letter is attached to the Mancuso Aff. as Ex. 2. Counsel further noted that beyond the obvious due process failings, both NY ADK and the Individuals vigorously deny the vague, unspecified and

conclusory statements in the June 21 Letter and reserved all of their rights and remedies.

Mancuso Aff., Ex. 2. Counsel advised that should charges be properly noticed and heard in an appropriate manner and forum, the allegations would be shown to be false and the expulsion effort shown to be unreasonable and undertaken in bad faith. Mancuso Aff., Ex. 2.

Nonetheless, ADK apparently proceeded on June 26.

On June 28, 2021, ADK through Barrett sent a letter (mysteriously dated June 29) by email only addressed to the Individuals stating that “following notice and hearing, *in abstentia*, that the Board has voted to remove you from ADK membership. Given that both the bylaws of ADK Inc. and the NY Chapter require ADK membership as a condition precedent for membership in the chapter, the decision to terminate your membership with ADK thereby also terminates your membership with the NY Chapter. [(‘Abstentia Letter’)].” A true and correct copy of the Abstentia Letter is attached to the Mancuso Aff. as Ex. 3.

The Abstentia Letter makes no findings against the Individuals and states no basis, let alone a rational or good faith one, for the expulsion of the individual Petitioners/Plaintiffs. Mancuso Aff., Ex. 3. In the Abstentia Letter, Barrett threatened the Individuals that, even though there was no due process, no actual allegations against the individual Petitioners/Plaintiffs, or reasonable or good faith findings, he would be “passing the matters on to” unnamed “relevant authorities.” Mancuso Aff., Ex. 3.

The Abstentia Letter further threatened the Individuals by stating “Going forward please know that you have no authority to act on behalf of the organization, to include any enjoyment or decision making as it relates to Camp Nawakwa and, importantly, any rights or authority to direct any funds or financial accounts currently belonging to the NY Chapter of ADK. Any

expenditures or withdrawals from such accounts will be referred to the District Attorney for prosecution as larceny/theft.” Mancuso Aff., Ex. 3.

In light of these declarations, directives and threats, the Individuals are being irreparably harmed by, *inter alia*:

- a. Being denied status and attendant rights as a member of NY ADK and ADK, itself
- b. Being prohibited from “enjoying” the activities and facilities of NY ADK or ADK or participating in any of their previously scheduled or other events, including in the imminent summer season;
- c. Being prohibited from acting as a director or officer of NY ADK;
- d. Being prohibited from acting on behalf of NY ADK;
- e. Being, wrongfully and baselessly, threatened with reporting to “authorities” and with criminal prosecution.

Mancuso Aff., ¶ 32; Complaint, ¶ 40.

Barrett also declares in the Abstentia Letter that “with respect to the NY Chapter, please know that the Board voted to dissolve the New York Chapter as it is currently constituted and establish a new, unincorporated chapter for the benefit of both existing and new members. This decision thereby eliminates both the Board and Officer positions of the then-existing NY Chapter of ADK.” Mancuso Aff., Ex. 3.

ADK’s effort through Barrett to dissolve the chapter was purportedly taken under ADK by-laws (Mancuso Aff., Ex. 4) Article IX, Section 2.4a that:

A Chapter’s status as a Chapter of ADK may be terminated by the Board, when the Board determines that a Chapter’s actions or activities are inconsistent with or injurious to ADK’s Certificate of Incorporation, Bylaws, or Board policies and procedures.

However, the purported dissolution of NY ADK as stated in the Abstentia Letter was improper because, *inter alia*:

- a. NY ADK was purportedly dissolved without notice or a hearing (the June 21 Letter cited only the individual member expulsion provision for the purported

- hearing);
- b. Neither the June 21 Letter nor the Abstentia Letter cite any authority for the dissolution or ADK by-laws Article IX, Section 2.4a (the June 21 Letter cited only the individual member expulsion provision for the purported hearing);
 - c. If there was a dissolution hearing, there was no notice to NY ADK of such hearing or charges against NY ADK, itself (the June 21 Letter cited only the individual member expulsion provision for the purported hearing and the Abstentia Letter was not addressed to NY ADK);
 - d. If there was a dissolution hearing, it failed to allow NY ADK to attend and face the presentment of charges in detail with supporting documents;
 - e. If there was a dissolution hearing, NY ADK did not have an opportunity for rebuttal;
 - f. If there was a dissolution hearing, NY ADK was not allowed to present witnesses or evidence;
 - g. If there was a dissolution hearing, NY ADK was not allowed to cross-examine witnesses or review evidence; and
 - h. If there was a dissolution hearing, NY ADK was not allowed to have counsel at such hearing.

Mancuso Aff., Ex. 3; Mancuso Aff., ¶ 35; Complaint, ¶ 43.

The Abstentia Letter is not addressed to NY ADK, makes no findings against NY ADK and states no basis, let alone a rational or good faith one, for the purported dissolution of the chapter.

Mancuso Aff., Ex. 3.

Beyond baselessly trying to dissolve the chapter, ADK's actions through Barrett are a unilateral and unauthorized attempt to dissolve a New York corporation, NY ADK, itself, without judicial authority or supervision. Mancuso Aff., ¶ 37; Complaint, ¶ 45.

All of the foregoing efforts are part of a campaign to seize the assets of NY ADK. Complaint, ¶ 46. If ADK through Barrett is successful in wrongfully expelling the individual Petitioners/Plaintiffs, preventing the directors and officers of NY ADK from taking any actions, freezing NY ADK's funds, and dissolving the chapter and NY ADK, then he can demand, under ADK's by-laws, that NY ADK transfer all of its assets to ADK.³ Mancuso Aff., Ex. 4.

³ Under ADK by-laws Article IX, Section 2.4c:

In light of these declarations, directives and threats, NY ADK is being irreparably harmed

by, *inter alia*:

- a. Being denied status and attendant rights as a chapter of ADK;
- b. Being effectively dissolved as a corporation;
- c. Being prohibited from functioning as a corporate entity including, but not limited to:
 - i. Holding directors' meetings and facilitating board resolutions and actions;
 - ii. Having officers act on behalf of NY ADK;
 - iii. Accessing and utilizing its assets including funds and camp facilities;
 - iv. Paying expenses, such as insurance premiums;
 - v. Filing tax returns; and
 - vi. Paying counsel to defend itself against ADK's wrongful actions or otherwise.
- d. Being prohibited from operating in the ordinary course, including but not limited to:
 - i. providing its members with benefits and activities such as running hikes, performing trail maintenance and operating the camp;
 - ii. conducting any of previously scheduled activities, including publicly announced hosted events at its camp location, for members and third parties for the summer 2021 season and beyond;
 - iii. communicating with its members or third parties, e.g, updating its website, coordinating or responding to those who independently access the camp facility (even if it were an emergency), advising membership of the communication or dispute with ADK;
 - iv. responding to and sending correspondence; and
 - v. dealing with the Palisades Interstate Parks Commission from which it leases the camp grounds;
- e. Being, wrongfully and baselessly, threatened with criminal prosecution and reporting to 'authorities.'

Mancuso Aff., ¶ 38; Complaint, ¶ 48.

NY ADK and the Individuals instituted this hybrid Article 78 proceeding and civil action⁴ which seeks (without limitation) declaratory, injunctive, and mandamus relief. Mancuso Aff, Ex. 5.

Fund balances of a terminated Chapter shall be transferred to ADK. Pending dissolution of any Chapter, ADK may demand that the Chapter transfer to ADK any fund balance or other asset currently held by the Chapter unless prohibited by law.

4 A writ of mandamus under CPLR Article 78 is an appropriate remedy in an action against a not for profit

Petitioners/Plaintiffs are entitled to a temporary, preliminary and/or permanent injunction enjoining and restraining Respondent/Defendant from dissolving NY ADK as a chapter of ADK and a corporation organized and existing under the laws of the State of New York; establishing a new, unincorporated chapter for the benefit of existing and new members; eliminating the Board and Officer positions of NY ADK; expelling the Individuals from membership with ADK and NY ADK; and revoking the Individuals' authority to act on behalf of NY ADK, including any enjoyment or decision-making as it relates to Camp Nawakwa and the direction of funds or financial accounts belonging to NY ADK.

Moreover, the Petitioners/Plaintiffs are entitled to a temporary, preliminary and/or permanent injunction restoring them to their status and rights as they were prior to June 26, 2021, including, but not limited to, restoring the Individuals' to their membership in NY ADK and restoring ADK and NY ADK as a chapter of ADK and being allowed to operate in the ordinary course including responding to emergencies and supervising camp usage.

Argument

TERMINATION OF THE INDIVIDUALS' MEMBERSHIPS AND DISSOLUTION OF NY ADK FAILED TO COMPLY WITH DUE PROCESS REQUIREMENTS AND MUST BE ENJOINED

Any proceeding to remove a member or a chapter of a not for profit corporation must adhere to "due process." 1855 7 Ave. Hous. Dev. Fund v. Wigfall, Index No. 81069/10, 2014 NYLJ LEXIS 7472 (Civ. Ct. N.Y. Cnty. Feb. 20, 2014). At a minimum, due process requires that removal proceedings "provide for adequate notice of charges prior to a hearing on those

corporation for wrongful membership or chapter termination. CPLR 7802; Lane v. Sierra Group, 183 Misc.2d 944, 706 N.Y.S.2d 577 (Sup. Ct. N.Y. Cnty. 2000). Venue is appropriate in Rockland County in that it is the place where the material events took place and where two of the Individuals reside and where camp is located. CPLR 503; CPLR 506; McDermott v. Johnson, 1 Misc. 2d 55, 145 N.Y.S.2d 247 (Sup. Ct. Special Term Monroe Cnty. 1955) (decision made in Albany County to terminate firefighters that resided in Monroe County was properly venued in Monroe County).

charges, a hearing at which the charges are presented in detail with supporting documentation and at which the [accused] whose removal is sought has an opportunity for rebuttal, including the presentation of witnesses and cross-examination of witnesses. The [accused] should also have the opportunity to obtain counsel.” Ellis v. Brodert, 2006 NYLJ LEXIS 899 (Sup. Ct. N.Y. Cnty. Feb. 7, 2006).

In Norman v. Roosevelt Democratic Club Regular Democratic Org., 19th Assembly Dist., Inc., 17 Misc. 2d 219, 220, 184 N.Y.S.2d 980, 981-82 (Sup. Ct. Kings Cnty. 1959), the court held that the plaintiff, a member of the board of a membership corporation, had stated a cognizable cause of action for the deprivation of substantial rights without due process of law when he was expelled without fair notice and full opportunity to be heard, including the right to confront the witnesses against him and produce witnesses on his behalf. The court stated that “the law insures to every member of such an association a fair trial, in accordance with the demands of fair play.” *Id.* (citations omitted).

Likewise, in Lane v. Sierra Club, 183 Misc.2d 944, 706 N.Y.S.2d 577 (Sup. Ct. N.Y. Cnty. 2000), the court in reviewing the Sierra Club’s effort to dissolve a New York group associated with it, held that “the crucial question remains whether the Chapter’s procedures leading to the suspension were made in violation of lawful procedure. In other words, were the members of the New York City Group, including its executive committee, given timely notice of the proposed resolutions and an opportunity to be heard so as to comport with due process?”

Without due process, a decision to suspend or expel a member or dissolve a chapter of a not for profit corporation is invalid. Brevetti v. Tzougros, 42 Misc. 2d 171, 172-73, 247 N.Y.S.2d 295, 296-97 (Sup. Ct. Queens Cnty. 1964); Lane v. Sierra Club, 183 Misc.2d 944, 706 N.Y.S.2d 577 (Sup. Ct. N.Y. Cnty. 2000). See also, Pepe v. Missanellese Soc. of Mut. Aid., 141

Misc. 7, 252 N.Y.S. 70 (Sup. Ct. Oneida Cnty. 1930); Weinberg v. Carton, 196 Misc. 74, 90 N.Y.S.2d 398 (Sup. Ct. Special Term Bronx Cnty. 1949).

When a not for profit corporation expels a member or dissolves a chapter without due process, such conduct must be preliminarily enjoined. Brevetti v. Tzougros, 42 Misc. 2d 171, 172-73, 247 N.Y.S.2d 295, 296-97 (Sup. Ct. Queens Cnty. 1964). “To be entitled to a preliminary injunction, the movant must establish ‘(1) the likelihood of success on the merits; (2) irreparable injury absent granting of the preliminary injunction; and (3) a balancing of the equities [in the movant's favor].’” Lattingtown Harbor Prop. Owners Assn., Inc. v. Agostino, 34 A.D.3d 536, 825 N.Y.S.2d 86 (2d Dep’t 2006). In Brevetti v. Tzougros, 42 Misc. 2d 171, 172-73, 247 N.Y.S.2d 295, 296-97 (Sup. Ct. Queens Cnty. 1964), the court issued a preliminary injunction, *inter alia*, restraining the defendant corporation from removing the plaintiff from membership in the Queensboro Federation of Parents’ Clubs, Inc. on the ground that she suffered and will continue to suffer irreparable damage from her dismissal without proper notice or the right of confrontation and that she had a clear right to relief. The court found that defendant’s conduct, amounting to a “kangaroo court,” was “offensive and contrary to our fundamental processes of democratic and legal procedure, fair play and the spirit of the law.” Id. (citations omitted). The court directed that plaintiff be reinstated as a member of the defendant corporation pending a final determination of the action.

This comports with the well settled rule that a court must grant an injunction when judicial intervention is essential to protect a party’s rights against injuries that would otherwise be irremediable. See Forest Close Ass’n, Inc. v. Richards, 45 A.D.3d 527, 845 N.Y.S.2d 418, 420 (2d Dep’t 2007) (plaintiff established its entitlement to a permanent injunction by demonstrating that it would suffer irreparable harm without such relief); Williamsburg Around

the Bridge Block Ass'n v. Guiliani, 223 A.D.2d 64, 644 N.Y.S.2d 252, 259 (1st Dep't 1996) (injunctive relief warranted as petitioners demonstrated that they would be irreparably harmed).

Moreover, even if a removal proceeding is due process compliant, such removal can only be "done in good faith and to further a legitimate corporate purpose" and must be based upon a "reasonable business judgment." 1855 7 Ave. Hous. Dev. Fund v. Wigfall, Index No. 81069/10, 2014 NYLJ LEXIS 7472 (Civ. Ct. N.Y. Cnty. Feb. 20, 2014). See also, Matter of Koch, 257 N.Y. 318 (1931) (decision to remove must be reasonable).

The termination of the Individuals' memberships and the dissolution of NY ADK must be restrained and preliminarily enjoined because it was taken without any of the most basic due process protections, e.g., without adequate notice of charges prior to a hearing on those charges, a hearing at which the charges are presented in detail with supporting documentation and at which the accused has an opportunity for rebuttal, including the presentation of witnesses and cross-examination of witnesses, or the opportunity for the accused to have counsel at such hearing.

Because Petitioners/Plaintiffs are being irreparably harmed and have a clear right to relief, the Court must, as in Brevetti v. Tzougros, 42 Misc. 2d 171, 172-73, 247 N.Y.S.2d 295, 296-97 (Sup. Ct. Queens Cnty. 1964), 'issue a preliminary injunction, *inter alia*, restraining ADK from removing the Individuals from membership in ADK and NY ADK or dissolving NY ADK, on the ground that they suffered and will continue to suffer irreparable damage from their dismissal without proper notice or the right of confrontation.' ADK's wrongful actions amounted to a "kangaroo court," and is "offensive and contrary to our fundamental processes of democratic and legal procedure, fair play and the spirit of the law." The preliminary injunction is necessary to stop the irreparable harm that Petitioner/Plaintiffs are currently suffering by, *inter*

alia: being prohibited from responding to emergencies or supervising camp usage; prohibited from “enjoying” the activities and facilities of NY ADK or ADK; being denied status and attendant rights as a member of NY ADK or the chapter of ADK; being denied status and attendant rights as a member of ADK, itself; being prohibited from acting as a director or officer of NY ADK; being prohibited from acting on behalf of NY ADK; being denied status and attendant rights as a chapter of ADK; being effectively dissolved as a corporation; being prohibited from functioning as a corporate entity or operating in the ordinary course; course, being, wrongfully and baselessly, threatened with reporting to “authorities” and with criminal prosecution.

Conclusion

ADK's wrongful termination of the Individuals' membership and dissolution of NY ADK acts must be restrained and enjoined during the pendency of this action and the Individuals' membership must be restored during the pendency of this action, and NY ADK must be able to operate in the ordinary course.

Dated: New City, New York
July 1, 2021

/s/

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