

2104 Fulton, LLC v Yameogo

Supreme Court of New York, Kings County

July 10, 2026, Decided

Index No. 504031/2026

Reporter

2026 N.Y. Misc. LEXIS 9470 *; 2026 NY Slip Op 51055(U) **; 2026 LX 345969

2104 Fulton, LLC, Plaintiff, v Patrice Yameogo,
Defendant.

Notice: THIS OPINION IS UNCORRECTED AND WILL NOT BE PUBLISHED IN THE PRINTED OFFICIAL REPORTS.

Core Terms

guarantor, order to show cause, frivolous, nonpayment, attorney's fees, coffee, evict, tenant, lease, show cause, repetitive, false representation, undertaken

Counsel: [*1] David S. Lee, Brooklyn, for Plaintiff.

Patrice Yameogo, Defendant, Pro se.

Judges: Aaron D. Maslow, J.

Opinion by: Aaron D. Maslow

Opinion

Aaron D. Maslow, J.

[**1] The following papers efiled on NYSCEF were used on this motion: 21, 26-30, 36-40, 47-49, 54-65.

Upon the foregoing papers, having heard oral argument¹, and due deliberation having been had, the within motion is determined as follows.

Background

The within motion (Motion Seq. No. 4) determines the

issue of monetary sanctions and attorney's fees against Patrice Yameogo, Defendant pro se (also referred to as "Defendant Guarantor"), sought by 2104 Fulton, LLC ("Plaintiff"). Plaintiff is the owner of real property located at 2104 Fulton Street, Brooklyn, New York 11233. This action was commenced against Defendant, as the guarantor of a lease [**2] between Plaintiff and Macarons Coffee Bar ("Tenant"), an establishment Defendant operated at the said premises. Previously, on or about February 6, 2025, Plaintiff had commenced a nonpayment proceeding against Macarons Coffee Bar, the Tenant, in Civil Court, Kings County, and was granted a judgment and eviction on default. Proceedings between the parties prior to the within motion are hereinafter described.

On February 26, 2026, [*2] the Civil Court denied the Tenant's order to show cause in the nonpayment proceeding under Index Number 304702/2025.² In the first order to show cause that the Tenant filed, the Civil Court denied same and held on February 26, 2026:

A member of Macarons Coffee Bar LLC, Yameogo, averred that the business opened in 2020 and ceased operations on November 8, 2024, due to the Department of Health closure noted above. Yameogo reiterated that the business was closed on purported date of service.

When asked on cross examination if he recalled *here he was on March 4, 2025. Yameogo testified that he was home. Other than stating that he knew he was home "because I know where I live," Yameogo offered no information about the sharpness of his memory. Consequently, the court finds that Yameogo's testimony regarding his whereabouts on the date of service

¹ Transcripts may be procured from the court reporter (see [Matter of Lewandowski v Office of Ct. Admin., 173 Misc 2d 335 \[Sup Ct. Albany County 1997\]](#)).

² This was Defendant Guarantor's first order to show cause in the nonpayment proceeding. The orders to show cause in the nonpayment proceeding are attributed to Defendant Guarantor because he was the owner of the Tenant and preparing its papers.

(March 4, 2025) is conclusory at best. Yameogo did not specifically dispute any of the statements in Ward's affidavit of service. His averments are contravened by direct evidence. In addition to service documents and receipts, the photograph taken by Ward contains a time/date stamp consistent with information in the affidavit of service. The photograph [*3] also depicts a fully raised security gate that exposed the store's ceiling-to-ground storefront and entrance door. The photograph also reveals a vertical, promotional banner that is meticulously positioned next to the entrance, as well as shrubbery neatly arranged to the left of the entrance.

Based upon the foregoing, the court finds that the Respondent failed to establish lack of in personam jurisdiction.

Accordingly, it is hereby

ORDERED, that traverse is overruled, and it is further

ORDERED, that the Respondent's Order to Show Cause (Motion Sequence #1) to vacate the judgment of possession and warrant of eviction issued on May 2, 2025, is denied.³ (NY St Cts Elec Filing [NYSCEF] Doc No. 60 ¶ 7.)

Following that, on or about March 3, 2026, the Tenant filed another order to show cause⁴, alleging new facts: "that Plaintiff improperly commenced the nonpayment proceeding as a commercial [**3] case because Guarantor lives in the basement of the premises. This is ironic considering that the Guarantor/Tenant [Coffee Bar] alleged it was not properly served in the first Order to Show Cause." (NYSCEF Doc No. 26 ¶ 7).

Again, on or about March 31, 2026, the Tenant, Macarons Coffee Bar, filed another order [*4] to show cause⁵ in the nonpayment proceeding, alleging that Plaintiff sought the wrong amount and it cannot be held liable for the rent because of the vacate order. On April 15, 2026, the Civil Court denied the Coffee Bar's order to show cause, stating:

Notably, Respondent has reiterated arguments in the instant order to show cause, which were previously heard by Judge Mimes and decided in her February 26, 2026 decision. Chief among them was Respondent's contention that the New York Department of Health and Mental Hygiene closed the subject premises due to mold caused by the landlord's failure to repair a leak.

With respect to Respondent's request "to pay the correct amount owed," petitioner presented a rent ledger as well as the Amendment to Lease, which supports its calculation that \$65,978.07 remains outstanding through April 2026. Respondent has not produced sufficient documentation to refute Petitioner's computations.⁶

On April 24, 2026, this Court denied in its entirety Defendant Guarantor's order to show cause⁷ to stay execution of the warrant of eviction. It was stated that the matters regarding the subject of Defendant Guarantor's motion had been determined repeatedly in the Civil [*5] Court and collateral estoppel barred these arguments. Moreover, the Court stated that "Defendant has abused the process of the New York courts by repeatedly making these legal and factual claims, which are without merit. They are frivolous and undertaken primarily to delay and prolong the resolution of the litigation in which Plaintiff seeks to enforce a guarantee on the subject lease." (NYSCEF Doc No. 49.) A sanction of \$100.00, payable to the New York State Lawyers' Fund for Client Protection was imposed (*see id.*).

Yet another order to show cause⁸ was filed in the nonpayment proceeding, seeking leave to reargue. The order to show cause was denied on May 12, 2026 (*see* NYSCEF Doc No. 60 ¶ 10):

This Court did not overlook or misapprehend the facts or law. The Decision/Order issued by the Honorable Sherveal Mimes, dated February 26, 2026, is the law of this case and has not been appealed or reargued, the time for which expired. Further, the Department of Health and Mental Hygiene Commissioner's Order makes no mention of a leak or mold as a ground for the

³ The February 26, 2026 decision and order is available as NYSCEF Doc No. 47 in the nonpayment proceeding, assigned Index No. 304702/2025.

⁴ This was Defendant Guarantor's second order to show cause in the nonpayment proceeding.

⁵ This was Defendant Guarantor's third order to show cause in the nonpayment proceeding.

⁶ The April 15, 2026, decision and order is available in NYSCEF in the Civil Court nonpayment proceeding as NYSCEF Doc No. 83 under Index No. 304702/2025.

⁷ This was Defendant Guarantor's first order to show cause in the within action.

⁸ This was Defendant Guarantor's fourth order to show cause in the nonpayment proceeding.

closure; Petitioner sets forth the correct amount owed and is not seeking a money judgment in this case; and the judgment of possession [*6] stands per Judge Mimes' Decision/Order dated February 26, [**4] 2026.⁹

Defendant Guarantor filed a second order to show cause in the within action, seeking a stay of execution of the warrant of eviction of the Tenant; this was Motion Seq. No. 3 in the within action. It was denied on June 12, 2026. "As previously stated by the Court in its prior order, there is no merit to Defendant's position" (NYSCEF Doc No. 92).

In response to Defendant Guarantor's filing of Motion Seq. No. 3, Plaintiff cross-moved for sanctions and attorney's fees against Defendant Guarantor. The cross-motion is Motion Seq. No. 4 and the subject of this decision and order. As indicated in the order determining Motion Seq. No. 3 (*id.*), the Court stated that it would issue a separate order with regard to Motion Seq. No. 4.

Movant's Contentions

Movant Plaintiff contended that Defendant Guarantor's order to show cause (Motion Seq. No. 3) was frivolous pursuant to 22 NYCRR 130-1.1. Defendant Guarantor's order to show cause pursued claims already litigated in the nonpayment proceeding in Civil Court, Index Number 304702/2025. Here, Plaintiff alleged that Defendant Guarantor raised the same grounds and arguments which were rejected already in the [*7] within action — just as they were rejected in the nonpayment proceeding in Civil Court, Kings County, where his business establishment was the respondent. Plaintiff avers that Defendant Guarantor had already been sanctioned but yet continually made the same repetitive arguments.

Movant Plaintiff also contended that Defendant Guarantor filed patterns of false statements, including repetitive attempts to submit false representations. Defendant Guarantor filed this second order to show cause herein under this subsequent motion, seeking a stay of execution of the warrant of eviction. Plaintiff asserted that this relief is moot as the Marshal executed the warrant of eviction on June 1, 2026, and the possession of the premises was delivered to Plaintiff.

Plaintiff further contended that Defendant Guarantor filed the instant order to show cause (Motion Seq. No. 4) with no basis in fact, law, or equity. Therefore, Plaintiff contended that Defendant Guarantor's order to show cause should be denied (which it was on June 12, 2026), attorney's fees be paid, and Defendant Guarantor should be sanctioned (*see generally* NYSCEF Doc No. 60).

Upon hearing oral argument, Plaintiff emphasized that this was [*8] Defendant Guarantor's sixth order to show cause overall. He maintained that Guarantor has made the same arguments repetitively and had not moved to reargue or appeal the preceding decisions. Plaintiff retained its position that it be repaid \$1,400.00 in attorney's fees, and that Defendant Guarantor be sanctioned \$1,000.00. Plaintiff stated that he does not like making these types of motions to impose sanctions, but this (Defendant Guarantor's actions) must stop.

Opposition

In response to Plaintiff's argument that the order to show cause should be denied in Motion Seq. No. 3, Defendant Guarantor averred that Plaintiff submitted misleading documents as evidence and failed to prove that the affiant owed rent money prior to the vacate order being entered. Defendant Guarantor contended that Plaintiff's non-payment claim was a complete fabrication that had ruined his livelihood. [**5] Defendant Guarantor further alleged that Plaintiff is sophisticated with lying and fabricating documents. (*See generally* NYSCEF Doc No. 39.)

Defendant Guarantor further stated that Plaintiff's unlawful action warranted a sanction and that there should be an outright dismissal of this frivolous claim. Defendant Guarantor [*9] did not submit an efiled response in opposition to Plaintiff's motion to sanction Guarantor. However, during oral argument, Defendant Guarantor responded to Plaintiff Movant's arguments stating that the prior orders to show cause were filed on behalf of Macarons Coffee Bar, LLC, and that he could raise the arguments again because he himself was not a party to the lawsuit in Civil Court, and he was not personally sued. Regarding the prior sanction of \$100.00 imposed, Guarantor stated that he was appealing the sanction to the Appellate Division at 45 Monroe Place, Brooklyn.¹⁰ As to the prior decisions,

⁹The May 12, 2026 decision and order is available on NYSCEF in the Civil Court nonpayment proceeding as NYSCEF Doc No. 102 under Index No. 304702/2025.

¹⁰No notice of appeal of this Court's April 24, 2026 order denying Defendant Guarantor's first order to show cause and imposing the \$100.00 sanction appears on NYSCEF. This

Defendant Guarantor stated that he was unhappy with the outcomes, but he never appealed the decisions, and he did not perfect the appeal of the decision which he did appeal.¹¹

Discussion

Defendant Guarantor's order to show cause (Motion Seq. No. 3) was frivolous, pursuant to 22 NYCRR 130-1.1, which states:

(a) The court, in its discretion, may award to any party or attorney in any civil action or proceeding before the court, except where prohibited by law, costs in the form of reimbursement for actual expenses reasonably incurred and reasonable attorney's fees, resulting from frivolous conduct as defined in [*10] this Part. In addition to or in lieu of awarding costs, the court, in its discretion may impose financial sanctions upon any party or attorney in a civil action or proceeding who engages in frivolous conduct as defined in this Part, which shall be payable as provided in section 130-1.3 of this Subpart. This Part shall not apply to town or village courts, to proceedings in a small claims part of any court, or to proceedings in the Family Court commenced under article 3, 7 or 8 of the Family Court Act.

(c) For purposes of this Part, conduct is frivolous if:

(1) it is completely without merit in law and cannot be supported by a reasonable argument for an extension, modification or reversal of existing law;

(2) it is undertaken primarily to delay or prolong the resolution of the litigation, or to harass or [*6] maliciously injure another; or

(3) it asserts material factual statements that are false.

A court can impose sanctions on a party under 22 NYCRR 130-1.1 on the ground that an action was

statement is another false one made by Defendant Guarantor.

¹¹ Therefore, the Court denied Motion Seq. No. 3 (Colander 41 on Jun 12, 2026), Defendant Guarantor's order to show cause to stay the eviction, as being moot because there was nothing to stay. The same matter has been dealt with several times in landlord-tenant court, and Defendant Guarantor did not successfully appeal the prior decision on the order to show cause. The Court denied Defendant Guarantor's motion brought on by order to show cause (Motion Seq. No. 3).

frivolous, with no basis in either law or fact to support it (see [Parks v Leahey & Johnson, PC, 81 NY2d 161 \[1993\]](#)). Further, if a motion is made utterly without legal support, and was evidently made for the purpose of delaying enforcement of a money judgment, a court can impose a sanction upon a party to the claim [*11] (see [Pires v Frota Oceanica Brasileira, SA \(92 NY2d 200 \[1998\]\)](#)). The persistent course of a party in submitting frivolous and meritless motions, including repetitive motions, constitutes a strategy to delay resolution of litigation (see [Maroulis v 64th Street-Third Ave Assoc, 77 NY2d 831 \[1991\]](#)). This constitutes an "abuse of the judicial process" and sanctions can be imposed (*id.* at 833). In determining whether a party engaged in frivolous conduct, and whether a sanction is justified, a court can look to the various documents submitted that are proved to contain false representations and statements which a party knew or should have known to be false (see [US Bank NA v Gonzalez, 99 AD3d 694, 695 \[2d Dept 2012\]](#)).

Accordingly, pursuant to 22 NYCRR 130-1.1, all three elements of frivolous conduct are satisfied. First, Defendant Guarantor raised the same grounds he raised under Motion Seq. No. 1 (where he was already sanctioned) and in the Civil Court, claiming that Plaintiff falsified the lease and forged an amended lease and also submitted a misleading ledger (see NYSCEF Doc No. 39, Yameogo reply aff). Second, Defendant Guarantor repeated another argument that the New York City Department of Mental Health and Hygiene issued a vacate order and therefore the Coffee Shop's inability to pay rent was a result of Plaintiff's failure to make repairs (see *id.*). Third, Defendant Guarantor [*12] has continued to make the same arguments, including the affirmation of false representations and false statements within the submitted papers (see NYSCEF Doc No. 60).

Defendant Guarantor has been making the same arguments repeatedly in this action and as the principal/officer of the Tenant coffee bar in the nonpayment proceeding. And every order to show cause he filed (four in the nonpayment proceeding and two in this action) was without merit in law and undertaken to delay the eviction. Defendant Guarantor continued to make the same arguments: that Plaintiff made false representations and forged documents, in attempting to stay execution of the warrant of eviction even after this Court sanctioned him. These statements are not true. As this Court held:

The matters regarding the tenancy which are the subject

of Defendant's motion have been determined repeatedly in the Civil Court. Based on those determinations, collateral estoppel bars the arguments advanced herein by Defendant.

Moreover Defendant has abused the process of the New York Courts by repeatedly making these legal and factual claims, which are without merit. They are frivolous and undertaken primarily to delay and prolong the [*13] resolution of the litigation in which Plaintiff seeks to enforce a guarantee on the subject lease. There, a sanction in the amount of \$100.00 is imposed upon Defendant to be paid to the Lawyers' Fund for Client Protection. (NYSCEF Doc No. 49.)

Therefore, the conduct of Defendant Guarantor is frivolous and undertaken primarily to delay the resolution of the nonpayment proceeding. Defendant Guarantor continually submitted repetitive arguments for both the nonpayment proceeding and this matter at hand. Within these documents, Defendant Guarantor has made false representations and false statements regarding Plaintiff. Each order to show cause filed by Defendant Guarantor was without merit, and Defendant Guarantor has abused the New York State judicial process in order to delay eviction and resolution of the within action on the lease guarantee. Therefore, the Court finds it warranted to impose a sanction upon Defendant Guarantor in accordance with 22 NYCRR 130-1.1 as a result of his frivolous conduct.

In regard to imposing a sanction, a court must set forth the reasons why it found the imposed amount to be appropriate; a sum imposed on a party can be found reasonable and appropriate in view of a party's [*14] conduct (see M&T Bank v Friedmann, 217 AD3d 934, 937 [2d Dept 2023]). Attorney David S Lee attests that with respect to legal fees, he was admitted in the Second Department of New York on September 17, 2003. He has been practicing law for nearly twenty-three years and bills hourly at \$400.00. He avers that the instant cross-motion and opposition took 3.6 hours, which totals \$1,440.00 (see NYSCEF Doc No. 60). This amount in attorney's fees is quite reasonable.

Pro se parties should be accorded a certain leeway, considering that they might not be familiar with legal procedures (e.g. Brown v Lavine, 45 AD2d 753 [2d Dept 1974] [new administrative hearing afforded pro se individual who erroneously thought pre-hearing off-the-record defense presented to hearing officer was on the record]), and that certain latitude may be afforded (e.g. Haverlin v Gottlieb, 49 Misc 3d 131[A], 2015 NY Slip Op

51750[U] [App Term, 9th & 10th Dists. 2015] [motion providently construed as one to renew]; Bank Trust Natl. Assn. v Dubrowski, 2024 WL 3312482 [Sup Ct, NY County 2024] [court will examine claim under uncited provision as well as cited one]; Matter of J.E.P. v People, 9 Misc 3d 1104[A], 2005 NY Slip Op 51397[U] [Fam Ct, Nassau County 2005] [incorrect caption and minor technical deficiencies in papers excused]). Even so, "A self-represented litigant acquires no greater rights than any other litigant (see Duffen v. State, 245 AD2d 653, 665 N.Y.S.2d 978; Brooks v. Inn at Saratoga Assn., 188 AD2d 921, 591 N.Y.S.2d 625)" (Greenfield v Gluck, 2003 WL 1961333 [App Term 2d & 11th Dists 2003] [untimely summary judgment motion]).

Therefore, where a pro se litigant makes the same arguments, including false ones, repetitively, in an attempt to delay [*15] judicial proceedings ad infinitum, a sanction should be imposed (see Migadde v Permanent Mission of the Republic of Uganda to the United Nations, 224 AD3d 547 [1st Dept 2024]; see also Julien v Arthur, AD3d , 2026 NY Slip Op 03308 [2d Dept 2026]; Aretakis v CPEX Real Estate, LLC, 246 AD3d 691 [2d Dept 2026]). Considering that the imposition of a \$100.00 sanction on April 24, 2026, in connection with Motion Seq. No. 1, did not deter Defendant Guarantor from filing the instant motion (Motion Seq. No. 3), a sanction in the amount of \$1,000.00 is merited in addition to compelling Defendant Guarantor to pay attorney's fees.

Pursuant to 22 NYCRR 130-1.1, Defendant Guarantor's order to show cause (Motion Seq. No. 3) is found frivolous and without merit, wherefore the Court imposes a sanction in the sum of \$1,000.00 against him payable to the New York State Lawyers' Fund for Client Protection. Plaintiff is to receive an award of \$1,440.00 for attorney's fees.

Conclusion

It is hereby ORDERED that the cross-motion of Plaintiff 2104 Fulton, LLC against Defendant Patrice Yameogo, seeking sanctions and attorney's fees is GRANTED.

Defendant Patrice Yameogo is ORDERED to pay Plaintiff 2104 Fulton, LLC \$1,440.00 in attorney's fees, payable to David S. Lee, as attorney, 300 Cadman Plaza, 12th floor, Brooklyn, New York 11201.

Defendant Patrice Yameogo is ORDERED to pay a sanction in [*16] the sum of \$1,000.00, payable to the New York State Lawyers' Fund for Client Protection, 119

2026 N.Y. Misc. LEXIS 9470, *16; 2026 NY Slip Op 51055(U), **6

Washington Avenue, Albany, New York
[**7] [**8] 12210.

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