

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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CROWN HEIGHTS JEWISH COMMUNITY COUNCIL,
INC. and VAAD HAKOHOL DESCHUNAS CROWN
HEIGHTS,

Plaintiffs,

-against-

SHLOMO YEHUDA SEGAL, YITZCHOK RAITPORT,
YITZCHOK ZIRKIND, SHMUEL PLOTKIN, HARVEY
B. LANG a/k/a TZVI LANG, MOSHE RUBASHKIN,
SHALOM RUBASHKIN, YAAKOV H. SUFRIN, and
CAPITAL ONE BANK,

Defendants.
-----X

Index No.

**VERIFIED
COMPLAINT**

Hon. David Vaughn
(I.A.S. Part 4)

Plaintiffs Crown Heights Jewish Community Council, Inc. a/k/a Vaad Hakohol and Vaad Hakohol Deschunas Crown Heights (“Plaintiffs”), by their attorneys, Zane and Rudofsky and Poltorak PC, as and for their Complaint against Defendants Shlomo Segal, Yitzchok Raitport, Yitzchok Zirkind, Shmuel Plotkin, Harvey Lang a/k/a Tzvi Lang, Moshe Rubashkin, Shalom Rubashkin, and Yaakov H. Sufirin, respectfully allege as follows:

Introduction

1. This action involves a gang of criminal conspirators who have undertaken to indefinitely retain control of the governing bodies of the Jewish Community of Crown Heights. The facts alleged herein are reminiscent of Chicago circa 1920—complete with rigged elections, “judges” on the take, and a gang leader issuing orders from prison.

Parties and Jurisdiction

2. Plaintiff Crown Heights Jewish Community Council, Inc. (the "JCC"), is a domestic not for profit corporation consisting of member synagogues.

3. Plaintiff Vaad Hakohol Deschunas Crown Heights (the "Vaad") is a domestic religious corporation that operates in conjunction with the JCC. Directors and officers of the JCC are *ex officio* directors and officers of the Vaad.

4. Defendant Shlomo Yehuda Segal ("Segal") is an individual residing in the County of Kings, State of New York, who falsely claims to be a Member of the Beth Din of Crown Heights.

5. Defendant Yitzchok Raitport ("Raitport") is an individual residing in the County of Kings, State of New York, who falsely claims to be a Member of the Beth Din of Crown Heights.

6. Defendant Yitzchok Zirkind ("Zirkind") is an individual residing in the County of Kings, State of New York, who falsely claims to be a Member of the Beth Din of Crown Heights.

7. Defendant Shmuel Plotkin ("Plotkin") is an individual residing in the County of Kings, State of New York, who is a former member of the Board of Directors and Treasurer of the JCC and Vaad.

8. Defendant Harvey B. Lang a/k/a Tzvi Lang ("Lang") is an individual residing in the County of Kings, State of New York, who is a former member of the Board of Directors and Vice Chairman of the JCC and Vaad.

9. Defendant Moshe Rubashkin is an individual residing in the County of Kings, State of New York, who is a habitual felon, currently incarcerated in the federal penitentiary located in Ottesville, New York and is a former director and Chairman of the JCC and Vaad. Moshe Rubashkin's checkered past includes the following:

i. Rubashkin ignored a subpoena and a National Labor Relations Board ("NLRB") finding that Rubashkin unlawfully attempted to bribe a witness not to appear for a hearing.

ii. In a subsequent lawsuit, the NLRB found that Rubashkin was involved in improperly failing to remit union dues that Rubashkin's company had deducted from employees' wages.

iii. On July 31, 2002, in the United States District Court for the Eastern District of Pennsylvania, Rubashkin pleaded guilty to the federal crime of felony bank fraud regarding his uttering of bad checks in the amount of several hundred thousand dollars in violation of 18 U.S.C. § 1344. As a result of his guilty plea to felony bank fraud, Rubashkin was sentenced to 15 months incarceration, which Rubashkin served at Fort Dix Federal Prison in New Jersey. Rubashkin, federal inmate #56932-066, was in federal custody until February 23, 2004.

iv. While still on a lengthy 5-year supervised release for his bank fraud conviction, Rubashkin was again convicted of federal felony charges of illegally storing hazardous waste. Rubashkin was sentenced to 16 months incarceration, \$450,000 in restitution, and a \$7,500 fine. Rubashkin remains incarcerated on this charge.

v. Rubashkin was previously engaged in prior conduct that resulted in a

“diversionary disposition.” Rubashkin's prior wrongful conduct involved a separate punishable offense in connection with his failure to secure required workers' compensation insurance. As a result, Rubashkin was ordered to pay fines, costs, and restitution.

vi. In 1983, Rubashkin was charged with felony assault. Rubashkin reportedly plead guilty to obstruction of administration of justice and riot in the second degree.

vii. Rubashkin is also indebted to the IRS due to this failure to pay taxes. In fact, Rubashkin has IRS tax liens in excess of \$1.2 million filed against him, as follows: (a) \$879,503.85 - lien filed on March 24, 2005; (b) \$906.91- lien filed on June 3, 2005; (c) \$278,194.57 - lien filed on October 29, 1997; and (d) \$66,853.69 - lien filed on November 15, 1995.

viii. Rubashkin was also arrested for violently assaulting JCC Executive Committee Chairman Yisroel Best at a meeting of Delegates. In fact, on September 12, 2006, Judge Picket issued a witness protection order precluding Rubashkin from having any contact with, and from “assaulting, stalking, harassing, menacing, or endangering” Yisroel Best.

10. Defendant Shalom Rubashkin is an individual residing in the County of Kings, State of New York, who is a son of Moshe Rubashkin and is a former employee of the JCC. Shalom Rubashkin is currently free on post-sentencing bail and is due to join his father in federal prison shortly, having plead guilty to making a materially false statement.

11. Defendant Yaakov H. Sufrin ("Sufrin") is an individual residing in the County of Kings, State of New York, who falsely claims to be a Delegate and the Chairman of the Executive Committee (as defined *supra*).

12. Defendant Capital One Bank ("Capital One") is a bank with branches located in the County of Kings, State of New York. Plaintiffs' funds are deposited in accounts maintained with Capital One.

13. Venue is proper in Kings County because most parties are residents of Kings County, and substantial underlying events took place in Kings County.

JCC

14. The purpose of the JCC is, among other things, to manage and address matters of local concern that affect the Jewish Community of Crown Heights, Brooklyn, New York, including facilitating community services throughout the community and acting as a representative of the Jewish residents of Crown Heights.

15. Through grants and fund-raising efforts, the JCC receives funds from the public and from governmental agencies, which are used, and have been used, to implement its activities as herein described.

16. JCC has adopted certain bylaws with which its members, officers, and directors are required to comply (the "Bylaws"). The Bylaws provide the purpose, agenda, goals, and structure of the JCC, membership criteria, meeting notification requirements, election procedures, and mandatory dispute resolution procedures.

17. Under the Bylaws, the membership of the JCC consists of synagogues located within the boundaries of the neighborhood of Crown Heights, as delineated by the Bylaws.

18. The Bylaws require that the Board of Directors of the JCC (the "Board") consist of no less than three, but no more than seven, directors. The directors also serve as officers of the JCC.

19. The Bylaws require the Board to be elected to a three-year term by a popular vote of the Jewish residents of Crown Heights.

Delegates

20. The member synagogues of the JCC are represented by a body of N'tzigm ("Delegates"), who are empowered and authorized to establish rules and regulations for conducting elections of members of the JCC Board of Directors, conduct such elections, audit the activities and finances of the JCC, and establish subcommittees as needed. Each synagogue is entitled to appoint one Delegate and one alternate Delegate, and each synagogue is entitled to one vote at meetings of the Delegates.

21. Pursuant to the Bylaws, the Delegates are to elect an executive committee consisting of five Delegates (the "Executive Committee"). The Executive Committee is to be elected at the Delegates' first meeting of the Jewish calendar year.

22. The Executive Committee ensures that the objectives of the Delegates are achieved, that the Delegates function in an orderly manner, that the required meetings take place, and that the candidates for the Board of Directors comply with eligibility requirements.

Former JCC Board of Directors

23. In or about January of 2005, Moshe Rubashkin, Lang, Plotkin, Leibish Nash ("Nash"), and Chanina Sperlin ("Sperlin") were elected to the Board.

24. Upon being elected to the Board, Moshe Rubashkin, Lang and Plotkin (collectively, the "Rubashkin Faction"), without formal Board consideration: Seized control of JCC and Vaad funds, books and records, to the exclusion of other Board members; refused to provide other members of the Board with financial information concerning JCC and Vaad; disbursed JCC and Vaad funds without Board consent; used JCC and Vaad funds to pay for expenses unrelated to the operations of the JCC and Vaad; expended JCC and Vaad funds for purposes other than those authorized or mandated by the JCC and Vaad; failed to properly notice and conduct meetings of the Board; scheduled Board meetings during times when certain members of the Board were unavailable; failed to provide adequate notice of Board meetings and elections; refused to notice meetings of the Board when requested by Nash; failed to provide agendas for Board meetings; engineered an election of three additional Beth Din members in violation of the Bylaws; interfered with the operation and the conducting of arbitration proceedings by the Beth Din; engineered a purported election of the Executive Committee of the Delegates that was extralegal and fraudulent; deceived the community by falsely holding Segal, Raitport and Zirkind out as Members of the Beth Din; continually acted to interfere with and divest Rabbi Schwei of his position in the Beth Din; evicted Rabbi Schwei from the Beth Din offices; assisted Osdoba, Segal, Raitport, and Zirkind in carrying out their successful plan and scheme to divest the Vaad of its right to operate and receive revenues derived from Vaad Hakashrus of Crown Heights ("Kashrus")—the organization created by the Vaad for the purposes of supervision of the preparation and sale of foods complying with Jewish ritual requirements; transferred and or permitted the use, without consideration, of intellectual property owned by Vaad to Kashrus; aided Kashrus in deceiving individuals and the public in general in

the acts of the Kashrus in falsely holding itself out as being authorized and or sponsored by the Beth Din by, among other things, using and affixing the logo, trademark and service mark “*Under the supervision of the Beth Din of Justice of the holy community of Crown Heights*”; aided the Incorporated Beth Din (defined *infra*) to interfere with the operation of the Beth Din in an attempt to supplant the Beth Din and in misrepresenting itself to be the Beth Din; assisted Zalman Osdoba and others in misrepresenting themselves to be the operators and or managers of the Beth Din and in Zalman Osdoba falsely holding himself out to be the secretary of the Beth Din; sold real property owned by 252 Kings, LLC., without the approval of the Members of 252 Kings LLC and or the Board of JCC, which is the owner of 252 Kings, LLC; failed to account for the revenues due the JCC and Vaad from the sale of the real property owned by 252 Kings LLC.; failed to account for the revenues due the JCC and or Vaad due on account of the supervision of the preparation and sale of Kosher foods; and failed and refused to account for the financial activities of JCC and Vaad to the Delegates.

25. Significantly, no Board meeting was noticed or held between the end of 2006 and May 23, 2009.

26. At Nash and Sperlin’s behest, Rabbi Schwei, acting on behalf of the Beth Din, summoned the Rubashkin Faction to arbitrate before a neutral *Zabl”a* (tripartite) panel.

27. However, Rabbi Osdoba opined to the Rubashkin Faction that they were free to ignore the Beth Din summons, which they did.

28. As a result, Moshe Rubashkin, Lang, and Plotkin have been held in contempt of the Beth Din.

29. Subsequently, Moshe Rubashkin was convicted, yet again, of federal felony charges and returned to federal prison. Upon his reincarceration, Moshe Rubashkin was forced to resign from the Board by the agencies that fund the JCC.

30. In a letter dated November 11, 2008, Rabbi Osdoba and Segal instructed Lang and Plotkin to:

- i. Postpone elections to the Board until after Moshe Rubashkin's release from prison; and
- ii. Enable Moshe Rubashkin "to appoint a replacement who should stay in communication with him and obey his instructions, without affecting in any way the position to which he was elected by the community."

31. Upon information and belief, Moshe Rubashkin appointed his son, Shalom Rubashkin (who is due to begin serving his own sentence in federal prison on June 24), to carry out his instructions in his absence, so as to further the conspiracy set forth herein.

32. Shalom Rubashkin, a person with no elected status and with no known qualifications, apart from being the son of the jailed former Chairman of the JCC, functioned as the de facto executive director of the JCC and controlled the operation of the JCC.

33. In spite of the fact that Shalom Rubashkin was employed for work related to the JCC's government funded weatherization program, it is apparent that his major preoccupation over the last two weeks of May was to interfere with the electoral process and the peaceful transfer of power from the Former Board to the New Board.

34. Shalom Rubashkin wasted over \$2,000 of JCC funds to post security guards to attempt to bar the New Board from the JCC offices, repeatedly called JCC staff and ordered

them to go home and not cooperate with the New Board, and called Capital One and instructed the branch manager to revert the JCC/Vaad accounts to the Rubashkin Faction's control.

35. Since Moshe Rubashkin's incarceration, his wife, Fayge Rubashkin a/k/a Fay Friedman, was allocated a JCC salary of approximately \$6,000 per month by the Rubashkin Faction. Upon information and belief, Fayge Rubashkin a/k/a Fay Friedman did not perform any services for the JCC to earn said salary.

36. The Rubashkin Faction wasted the JCC's assets and incurred enormous deficits.

37. Upon Moshe Rubashkin's resignation, the Board consisted of Lang, Plotkin, Nash, and Sperlin.

38. Nevertheless, Lang and Plotkin continued to illegally exclude Nash and Sperlin from the JCC's finances and activities and to perform certain activities requiring Board action, without the Board having authorized such activities.

Beth Din of Crown Heights

39. The Beth Din of Crown Heights (the "Beth Din") is an unincorporated rabbinic arbitration tribunal, operating under the aegis of the Vaad, which is composed of elected member rabbis ("Members"). The Beth Din arbitrates disputes between and amongst individuals of the Jewish faith and entities with whom such individuals are associated.

40. The Beth Din was originally constituted in 1987, on the instructions of the Lubavitcher Rebbe—the supreme religious authority for the Crown Heights Jewish community.

41. At the time of its inception, Rabbis Yehuda Kalman Marlow ("Rabbi Marlow"), Yosef Heller ("Rabbi Heller"), and Avrohom Osdoba ("Rabbi Osdoba") were elected as Members of the Beth Din.

42. Several years later, Rabbi Heller withdrew from all communal affairs and arbitration proceedings. Rabbi Heller restricts his activities to ruling on questions of ritual law. Nevertheless, Rabbi Heller has not formally resigned from the Beth Din.

43. In 2000, Rabbi Marlow passed away, and Rabbi Yaakov Schwei was elected as a full-time Member to fill Rabbi Marlow's seat.

44. The Members may enlist the assistance of additional rabbis/judges to serve as *dayanim* on arbitration panels to arbitrate private disputes ("Magistrates"); however, such Magistrates have no inherent authority, beyond that delegated to them by the elected Members.

45. Nevertheless, at the time of his election, Rabbi Schwei entered an agreement with Rabbi Osdoba that, in case of dispute between them, they would defer to a long-time Magistrate and respected communal elder, Rabbi Nissan Mangel ("Rabbi Mangel") to break the tie.

46. In or about 2003, Rabbis Osdoba and Schwei publicly feuded and have since been engaged in open warfare.

47. As a result of the foregoing, the Beth Din was and is deadlocked between its two active members.

48. Rabbi Osdoba refuses to honor his agreement with Rabbi Schwei to submit disagreements between himself and Rabbi Schwei to Rabbi Mangel and to honor Rabbi Mangel's final ruling.

49. Instead, he conspired with Moshe Rubashkin, Lang, and Plotkin to illegally stack the Beth Din with his cronies (Defendants Segal, Raitport, and Zirkind, collectively, the "Imposters") and force out Rabbi Schwei.

50. Rabbi Osdoba has been held in contempt of a tripartite beth din arbitration panel in a personal matter, causing him to be excommunicated by said beth din, which excommunication has been reinforced by leading rabbis in the United States and Israel. Having been excommunicated, Rabbi Osdoba is arguably disqualified from serving on the Beth Din.

Bogus Executive Committee Elections

51. In or about September of 2005, the Delegates elected a new Executive Committee at a meeting attended by 21 of the 27 Delegates serving at that time.

52. Yisroel Best was elected Chairman; Yisroel Sandhaus was elected Vice Chairman; Yisroel Landa was elected Secretary; Mendel Schneersohn was elected; and Mendel Schechter was elected Treasurer.

53. Pursuant to the Bylaws, in February 2006 the Executive Committee of the Delegates requested and then demanded that the Board, chaired by Moshe Rubashkin, provide an accounting of JCC funds to the Delegates' Audit Committee.

54. The Rubashkin Faction, which then controlled the Board, refused to provide any accounting.

55. Instead, Moshe Rubashkin unilaterally and illegally purported to notice a meeting of the Delegates **in his home**, at which a select group of self-appointed Delegates purported to elect a new executive committee for the Delegates, chaired by Yaakov Wice (the "Bogus Executive Committee").

56. The Bogus Executive Committee election was improper in that, i) there was no quorum present at the so-called meeting; ii) many of the Delegates present had not been properly appointed by the synagogues they purported to represent; iii) the vote to elect a new Executive

Committee was passed by less than the two-thirds majority required by the bylaws for an election prior to the conclusion of the incumbent Executive Committee's term.

57. At the legitimate Executive Committee's behest, Rabbi Schwei, acting on behalf of the Beth Din, summoned the Bogus Executive Committee to arbitrate before a neutral *Zabl"á* (tripartite) panel.

58. However, Rabbi Osdoba opined to the Bogus Executive Committee that they were free to ignore the Beth Din summons, which they did.

59. As a result, the members of the Bogus Executive Committee have been held in contempt of the Beth Din.

Bogus Beth Din Election

60. In or about May of 2006, the Rubashkin Faction purported to conduct an election to the Beth Din (the "Bogus Beth Din Election"), without the consent of Beth Din Members Rabbis Heller and Schwei.

61. Moshe Rubashkin unilaterally handpicked Segal, Raitport, and Zirkind as the candidates for the bogus election, but did not publicize the candidates' identity until 5 days prior to the purported election.

62. Rabbi Schwei issued an order prohibiting the election from proceeding.

63. Segal had previously defied numerous summonses to appear before the Beth Din—rendering him ineligible to be a candidate for election to the Beth Din.

64. On or about April 30, 2006, Rabbi Osdoba and Rabbi Schwei executed an agreement, whereby the elections were to be postponed for three weeks, either Member could approve candidates, and the elections would be conducted by neutral monitors.

65. Nevertheless, the Rubashkin Faction persisted in holding the elections, **contrary to an agreement by both active Beth Din Members.**

66. Subsequently, Rabbi Osdoba disclaimed said agreement, claiming he had been duped into signing it.

67. During the course of the election, Segal represented that his election was null and void, and he would therefore not assume office on the basis thereof.

68. The elections were purportedly noticed and scheduled for April 30, 2006 between the hours of 8:00 a.m. to 11:00 p.m., in the central synagogue at 770 Eastern Parkway. However, due to the abysmal turnout, the Rubashkin Faction rescheduled and expanded the time period of the balloting by **four additional days**, and instituted a roving ballot box for the purpose of traveling throughout the neighborhood and purportedly merely collecting ballots.

69. Thus, the Rubashkin Faction reduced the Bogus Beth Din Election to a farce.

70. Upon information and belief, Rubashkin arranged for ineligible voters to cast ballots in the Bogus Beth Din Election.

71. Upon information and belief, Rubashkin bribed, threatened, intimidated, and coerced voters to vote despite Rabbi Schwei's prohibition.

72. Upon information and belief, fraudulent votes were recorded.

73. At the behest of several community members, Rabbi Schwei, acting on behalf of the Beth Din, summoned the Imposters to arbitrate before a neutral *Zabl" a* (tripartite) panel.

74. However, Rabbi Osdoba opined to the Imposters that they were free to ignore the Beth Din summons, which they did.

75. As a result, the Imposters have been held in contempt of the Beth Din.

76. Shortly after the Bogus Beth Din Elections, the Rubashkin Faction, with the Imposters' support, forcibly and illegally evicted Rabbi Schwei from the Beth Din offices by changing the locks to said offices, ceased paying his and his secretary's salaries, and terminated his health insurance.

77. On or about January 27, 2006, Rabbi Osdoba's son, Zalman Osdoba, formed a corporation with the name "Beth Din of Crown Heights, Inc." (the "Incorporated Beth Din").

78. The legitimate Beth Din of Crown Heights did not authorize Zalman Osdoba to incorporate the Beth Din.

79. Upon information and belief, Zalman Osdoba illegally and fraudulently formed the Incorporated Beth Din to further a conspiracy by the Imposters and the Rubashkin faction, to undermine the legitimate Beth Din, to promote the Imposters' impersonation of the Beth Din, and to confuse the public.

80. Upon information and belief, Zalman Osdoba also illegally obtained control of the Kashrus, so as to divert funds from the Vaad for his and his family's benefit.

81. Upon information and belief, Rabbi Osdoba has or had three sons on the payroll of the JCC, the Vaad, or Kashrus—Zalman Osdoba, Yaakov Osdoba, and Levi Osdoba.

82. Upon information and belief, one or more of Rabbi Osdoba's sons were fraudulently paid with funds from government contracts, allotted to specific purposes.

83. Upon information and belief, as recently as May 27, 2009, Yaakov Osdoba illegally and fraudulently incorporated the Kashrus as "Vaad Hakashrus of Crown Heights, Inc.," so as to maintain his family's lucrative control of the Kashrus.

84. Upon information and belief, Segal and Zirkind also financially benefit from the Osdoba family's illicit usurpation of the Kashrus from the Vaad.

May 24, 2009 Election

85. In or about November of 2007, the term of office of the Rubashkin Board was drawing to an end. Accordingly, the Executive Committee called for elections, as required by the Bylaws.

86. By that time, the Bogus Executive Committee was "chaired" by Defendant Yanky Sufrin.

87. In order to promote peace and harmony in the community, the Executive Committee reached out to the Bogus Executive Committee and offered to jointly administer the scheduled elections to the Board.

88. The Bogus Executive Committee agreed on the need for elections and began to work with the legitimate Executive Committee to prepare for them.

89. In or about January of 2008, Sufrin announced to a purported meeting of Delegates, held by the Bogus Executive Committee, that some sort of proceeding had been held (without the participation of the group in favor of elections), at the conclusion of which Rabbi Osdoba had ruled that the election must be postponed. As a result, the Bogus Executive Committee withdrew its cooperation.

90. On or about February 13, 2009, over a year after the expiration of the term of the Rubashkin Board, the Executive Committee noticed an election date of May 24, 2009 (the "May Elections").

91. The May elections were held in full compliance with the published Rules and Regulations for elections to the JCC Board, including the following:

- i. 90 day notice and call for candidates;
- ii. Ten nominating petitions were received each with the required 100 valid signatures;
- iii. All candidates paid the \$50 fee and signed a letter of intent to abide by the published rules and bylaws;
- iv. The list of candidates was published for challenge;
- v. Having received no challenges, the list of candidates was finalized and publicized; and
- vi. At every stage of the process, announcements to the public were distributed in all the member synagogues as well as on community websites and bulletin boards.

92. During the period leading up to the election, Rabbi Osdoba issued a letter declaring that this was the wrong time for elections, stating among other reasons, (i.) **that the Beth Din of Crown Heights was hopelessly split and therefore unable to resolve election disputes** and (ii.) that he held that some of the proposed candidates should be disqualified from holding public office. Rabbi Schwei reissued his order from the previous year supporting the election and pointing out that the Rebbe had taught (i.) that the Beth Din should not be involved in vetting candidates for CHJCC Board and (ii.) that no rabbi could issue a ruling to prevent an election.

93. The preparations for the May Election continued:

i. A "Meet the Candidates" forum was arranged and announced to the public.

ii. Posters were hung on every street in the neighborhood, announcing the candidates' forum.

iii. The forum attracted a larger crowd than in any prior CHJCC election. The candidates' short speeches were again published online on community websites and on the official election website, "elections5769.com."

94. In the week before the election:

i. A booklet profiling all the candidates was published and widely distributed;

ii. The candidate speeches were published in the Crown Heights Chronicle, which was mailed to all 2200 listed homes of community residents;

iii. A large 25 foot banner was hung across the main shopping street in Crown Heights;

iv. Reminder posters ("Don't forget to Vote!") were hung throughout the neighborhood; and

v. Many of the individual candidates also caused posters to be hung promoting their candidacies.

95. On the day of the elections, polling was conducted in the manner prescribed in the Rules and Regulations and in accordance with the practice of the six previous elections for the Board. There were three innovations over prior elections: i) three polling locations were arranged and announced to the public ii) voting machines were used in place of the customary

ballot slips and iii) the polling was monitored by Honest Ballot Association (“HBA”) an independent ballot watching organization. HBA officials operated the voting machines, maintained the right to secret vote, and checked that each voter recorded only one vote. Designees of the Elections Committee of the Delegates verified IDs and checked each voter against the master directory of eligible voters, before having them sign their name and receive a ticket to hand to the machine attendant, as required by the Rules. A special system was added for personnel in the alternate locations to call in names to the person maintaining the master list to prevent duplicate voting.

96. At the conclusion of polling at 9 p.m., as required in the Rules, a public reading of the vote counters was made by HBA personnel. The next day, after verification, HBA personnel issued a certification of the result. On Monday, May 25, 2009, Yisroel Sandhaus also executed a written certification of the election results, as provided for in the Bylaws and Rules.

97. In sum, there can be no question that the elections were conducted fairly and properly in accordance with the Rules and Regulations, Jewish Law and the custom of our community.

98. Nevertheless, shortly before the elections, the Rubashkin Faction changed the locks to the JCC/Vaad offices and posted security guards to deny the New Board, as well as half of the Former Board, access to the premises.

99. After the New Board took control of Plaintiffs’ offices, Plotkin, Lang, and Shalom Rubashkin continued their obstruction, harassment, and intimidation.

100. The Rubashkin faction continues to intimidate the JCC’s employees.

101. At one point, Plotkin entered the JCC offices swinging an umbrella and cracked a glass desk top with such umbrella.

102. On or about June 5, 2009, Lang fraudulently caused payroll reports and checks to be delivered to his home. Lang signed such checks despite his term as director/officer of the JCC having expired.

Capital One

103. Subsequent to the May 24 election, the New Board held its first meeting at the JCC's offices on May 25, 2009.

104. At such meeting, the New Board adopted banking resolutions and authorized the JCC's Executive Director, Rabbi Eli Cohen ("Rabbi Cohen"), to obtain information and issue instructions pertaining to the JCC/Vaad accounts.

105. Subsequently, the New Board executed signature cards for Plaintiffs' accounts with Capital One.

106. On or about May 26, 2009, Rabbi Cohen presented the new signature cards to Angel Charriez, manager of the Capital One branch located at Broadway, Brooklyn, New York, wherein Plaintiffs' accounts are held.

107. Capital One accepted the New Board's signature cards and has not returned or rejected them to date.

108. Subsequently, Capital One removed the New Board as signatories on Plaintiffs' accounts and substituted Lang, Plotkin, Shalom Rubashkin, and Avrum N. Gross—individuals who are not authorized to sign on Plaintiffs' accounts.

109. Lang and Plotkin's terms as members of the Board expired when the New Board was elected on May 24, 2009.

110. Shalom Rubashkin is not and never was a member of the Board or an officer of the JCC or Vaad.

111. Avrum N. Gross, a/k/a Nuchi Gross, served on the Board prior to the Former Board. His term of office expired upon election of the Former Board in January of 2005.

112. Virtually all of Plaintiffs' funds are on deposit with Capital One.

113. Capital One unjustly refuses to honor the New Board's signature on accounts maintained by Plaintiffs, thereby paralyzing Plaintiffs' operations.

114. Without access to its funds, the JCC's direly needed constituent services will grind to a halt, it will be unable to fulfill the government contracts that fund its operations, and it will be unable to pay its employees.

115. The inability to conduct business imperils Plaintiffs' continued existence and endangers its constituents' welfare.

AS AND FOR A FIRST CAUSE OF ACTION

(Declaratory Judgment—Segal, Zirkind, and Raitport)

116. Plaintiffs repeat, reallege, and incorporate by reference herein the entirety of the allegations contained in Paragraphs "1" through "111" inclusive, as if more fully stated herein.

117. The Imposters wrongly claim to be Members of the arbitration panel provided for in the Bylaws.

118. Plaintiffs are entitled to a declaratory judgment declaring that Segal, Zirkind, and Raitport are not Members of the arbitration panel provided for in the JCC Bylaws and have no authority over the JCC and Vaad.

AS AND FOR A SECOND CAUSE OF ACTION

(Declaratory Judgment—Plotkin and Lang)

119. Plaintiffs repeat, reallege, and incorporate by reference herein the entirety of the allegations contained in Paragraphs “1” through “111,” inclusive, as if more fully stated herein.

120. Plotkin and Lang wrongfully claim to be members of the Board of the JCC.

121. Plaintiffs are entitled to a declaratory judgment, declaring Plotkin and Lang to no longer be members of the Board.

AS AND FOR A THIRD CAUSE OF ACTION

(Permanent Injunction—Plotkin, Lang, and Shalom Rubashkin)

122. Plaintiffs repeat, reallege, and incorporate by reference herein the entirety of the allegations contained in Paragraphs “1” through “111” inclusive, as if more fully stated herein.

123. Plotkin, Lang, and Shalom Rubashkin continue to wrongly hold themselves out as directors and/or officers of the JCC/Vaad, intimidate the JCC’s employees, and interfere with the New Board’s activities.

124. Plaintiffs are entitled to a permanent injunction enjoining Plotkin, Lang, and Shalom Rubashkin from engaging in the aforesaid conduct.

AS AND FOR A FOURTH CAUSE OF ACTION

(Accounting—Plotkin, Lang, Moshe Rubashkin, and Shalom Rubashkin)

125. Plaintiffs repeat, reallege, and incorporate by reference herein the entirety of the allegations contained in Paragraphs “1” through “111” inclusive, as if more fully stated herein.

126. Upon information and belief, Defendants Plotkin, Lang, Moshe Rubashkin, and Shalom Rubashkin expended Plaintiffs’ funds for personal purposes, unrelated to Plaintiffs’ purposes.

127. Hence, Plaintiffs are entitled to an accounting from Defendants Plotkin, Lang, Moshe Rubashkin, and Shalom Rubashkin.

AS AND FOR A FIFTH CAUSE OF ACTION

(Fraud—Plotkin, Lang, and Moshe Rubashkin)

128. Plaintiffs repeat, reallege, and incorporate by reference herein the entirety of the allegations contained in Paragraphs “1” through “111” inclusive, as if more fully stated herein.

129. Upon information and belief, Defendants Plotkin, Lang, and Moshe Rubashkin fraudulently diverted money from Plaintiffs.

AS AND FOR A SIXTH CAUSE OF ACTION

(Replevin—Plotkin, Lang, and Shalom Rubashkin)

130. Plaintiffs repeat, reallege, and incorporate by reference herein the entirety of the allegations contained in Paragraphs “1” through “111” inclusive, as if more fully stated herein.

131. Upon information and belief, Defendants Plotkin, Lang, and Shalom Rubashkin took possession of various chattel belonging to Plaintiffs, including, but not limited to, motor vehicles, books and records, checkbooks, and computers.

AS AND FOR A SEVENTH CAUSE OF ACTION

(Breach of Fiduciary Duty—Plotkin, Lang, and Moshe Rubashkin)

132. Plaintiffs repeat, reallege, and incorporate by reference herein the entirety of the allegations contained in Paragraphs “1” through “111” inclusive, as if more fully stated herein.

133. Defendants breached their fiduciary duties as directors and trustees of Plaintiff corporations, by conducting Plaintiffs’ business for personal gain, rather than for the corporations’ purposes.

AS AND FOR AN EIGHTH CAUSE OF ACTION

(Declaratory Judgment—Sufirin)

134. Plaintiffs repeat, reallege, and incorporate by reference herein the entirety of the allegations contained in Paragraphs “1” through “111” inclusive, as if more fully stated herein.

135. Sufirin wrongly holds himself out to be the Chairman of the Executive Committee.

136. Plaintiffs are entitled to a declaratory judgment that he is not the Chairman of the Executive Committee.

AS AND FOR A NINTH CAUSE OF ACTION

(Aiding and Abetting Fraud and Breach of Fiduciary Duty—Segal, Zirkind, and Raitport)

137. Plaintiffs repeat, reallege, and incorporate by reference herein the entirety of the allegations contained in Paragraphs “1” through “111” inclusive, as if more fully stated herein.

138. By shielding the Rubashkin Faction from any accountability, Defendants Segal, Zirkind, and Raitport aided and abetted the Rubashkin Faction's breach of fiduciary duty.

AS AND FOR A TENTH CAUSE OF ACTION

(Declaratory Judgment—All Defendants)

139. Plaintiffs repeat, reallege, and incorporate by reference herein the entirety of the allegations contained in Paragraphs "1" through "111" inclusive, as if more fully stated herein.

140. Defendants dispute the validity of the May Elections.

141. Plaintiffs are entitled to a declaratory judgment, adjudging the May Elections to be valid and the New Board to be the legitimate, legal Board of the JCC and the Vaad.

AS AND FOR AN ELEVENTH CAUSE OF ACTION

(Permanent Injunction—Capital One)

142. Plaintiffs repeat, reallege, and incorporate by reference herein the entirety of the allegations contained in Paragraphs "1" through "111" inclusive, as if more fully stated herein.

143. Despite accepting the New Board's signature cards, Capital One has refused to honor such cards and has denied Plaintiffs control over their accounts.

144. Plaintiffs are entitled to a permanent injunction enjoining the bank from refusing to honor said signature cards and from recognizing any person, other than the members of the New Board and their duly designated representative(s), as authorized to transact business in respect of the accounts of the plaintiff corporations on the books of the Bank, including but not limited to making deposits and withdrawals and drawing checks thereon.

DEMAND FOR RELIEF

WHEREFORE, Plaintiffs respectfully demand:

- i. On their First Cause of Action: A declaratory judgment that Segal, Zirkind, and Raitport are not Members of the arbitration panel provided for in the JCC Bylaws and have no authority over the JCC and Vaad;
- ii. On their Second Cause of Action: A declaratory judgment that Plotkin and Lang are no longer members of the JCC/Vaad Board of Directors;
- iii. On their Third Cause of Action: A permanent injunction enjoining Plotkin, Lang, and Shalom Rubashkin from holding themselves out as officers or directors of the JCC and/or Vaad, interfering with JCC/Vaad activities, and intimidating the JCC/Vaad's employees;
- iv. On their Fourth Cause of Action: An injunction ordering Plotkin, Lang, Moshe Rubashkin, and Shalom Rubashkin to furnish an accounting of JCC/Vaad funds to Plaintiffs;
- v. On their Fifth Cause of Action: A money judgment in favor of Plaintiffs and against Defendants Plotkin, Lang, Moshe Rubashkin, and Shalom Rubashkin in an amount to be determined but no less than one million dollars;
- vi. On their Sixth Cause of Action: An order of the Court requiring Defendants to turn over to Plaintiffs all of Plaintiffs' chattel that is presently in their possession;
- vii. On their Seventh Cause of Action: A money judgment in favor of Plaintiffs and against Defendants Plotkin, Lang, and Moshe Rubashkin in an amount to

be determined but no less than one million dollars, such amount to be trebled, along with exemplary damages;

viii. On their Eighth Cause of Action: A declaratory judgment that Suffrin is not the Chairman of the Executive Committee of the Delegates;

ix. On their Ninth Cause of Action: A money judgment in favor of Plaintiffs and against Defendants Segal, Zirkind, and Raitport in an amount to be determined but no less than one million dollars, such amount to be trebled, along with exemplary damages;

x. On their Tenth Cause of Action: A declaratory judgment that the election to the JCC/Vaad Board, which took place on May 24, 2009, is valid and that the members of the JCC/Vaad Board of Directors are Fishel Brownstein, Chanina Sperlin, Elie C. Poltorak, and Zev Cadaner;

xi. On their Eleventh Cause of Action: A permanent injunction enjoining Capital One enjoining the bank from refusing to honor said signature cards and from recognizing any person, other than the members of the New Board and their duly designated representative(s), as authorized to transact business in respect of the accounts of the plaintiff corporations on the books of the Bank, including but not limited to, making deposits and withdrawals and drawing checks thereon.

xii. On all of their causes of action: Allowable costs, disbursements and attorneys' fees herein; and

xiii. Such other and further relief as the Court may deem to be good, just, proper, and equitable.

Dated: Brooklyn, New York
June 8, 2009

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-and-

POLTORAK PC

By: _____
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Brooklyn, NY 11233
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Attorneys for Plaintiffs

CORPORATE VERIFICATION

STATE OF NEW YORK)

) ss.:

COUNTY OF Kings)

Chanina Sperlin affirms under penalties of perjury, that:

He is a member of the Board of Directors and the Vice Chairman of Crown Heights Jewish Community Council, Inc. and Vaad Hakohol Deschunas Crown Heights, Plaintiffs herein; that he has read the foregoing Complaint and knows the contents thereof; that the same is true to his knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters, he believes them to be true.

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Chanina Sperlin

Affirmed to before me this
8th day of June, 2009

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Notary Public