

SEP 14 2012

John A. Clarke, Executive Officer/Clerk
By [Signature] Deputy
Clerk

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Attorney for Plaintiff, ABRAHAM TZEMACH ROSENFELD

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ABRAHAM TZEMACH ROSENFELD

Plaintiff,

v.

RABBI BINYOMIN LISBON, an
individual, CARRIE LISBON, an
individual, and KSA,
a non-profit business; BAIS BEZALEL
CHABAD, and DOES 1 through 100,
inclusive

Defendants.

CASE NO. BC 378 264
(Related Case Number BS 100 826)

(The Honorable Charles F. Palmer)

**SUPPLEMENTAL DECLARATION OF
ABRAHAM TZEMACH ROSENFELD IN
RESPONSE TO ORDER TO SHOW
CAUSE RE DISMISSAL**

DATE: October 3, 2012
TIME: 8:30 a.m.
DEPT.: 33

I, ABRAHAM TZEMACH ROSENFELD, declare as follows:

1. I am Plaintiff in this matter. I submit this Supplemental Declaration in response to the Court's OSC re Dismissal of this action (based on completed arbitration). If called upon to testify, I could and would competently testify to the following facts as I have personal knowledge thereof, except those stated on information and belief, and as to those, I believe them to be true.

2. I offer my declaration in lieu of personal testimony pursuant to §§2009, 2015.5 of the California Code of Civil Procedure; Rule 5.118, California Rules of Court; Reifler v. Superior Court (1994) 39 Cal. App. 3d 479; Marriage of Stevenot (1984) 154 Cal. App. 3d 1051.

FACTS AND ASSERTIONS WHICH LISBON AND KSA DO NOT DENY:

3. In my earlier Declaration, I made certain factual assertions relating to the Beth

1 Din proceedings, none of which were challenged or denied by Defendants Rabbi Binyomin
2 Lisbon (Lisbon) and KSA in their reply pleadings in response to my earlier filed Declaration:

3 A. The Beth Din does not have the jurisdiction to adjudicate the tort, labor
4 and other statutory claims I asserted in my Complaint, pursuant to Jewish Law (Halacha), such as
5 requests for punitive damages, emotional distress, penalties and interest. A copy of the cover page
6 of my Complaint (attached as exhibit to my earlier declaration), in which I allege fourteen (14)
7 causes of action, some based in contract, and others based in tort, labor and/or employment law was
8 attached to my earlier filed declaration, is attached hereto as **Exhibit "1"** and is incorporated herein
9 by reference as though set forth herein in full;

10 B. My tort, labor and other statutory claims under California law were
11 never addressed by the Beth Din;

12 C. At no time during the proceedings before the Beth Din did Lisbon,
13 KSA or their counsel (their current counsel as well), Mr. Sherman, ever argue my tort and California
14 statutory claims;

15 D. The Beth Din's rulings did not specifically encompass, address or even
16 refer to my tort, labor and employment claims; More specifically, the Rabbinical Court Ruling of the
17 Beth Din did not:

- 18 (1) Address my tort claims;
- 19 (2) Address my claims for punitive damages;
- 20 (3) Address my claims of violations of the California Labor Code;
- 21 (4) Address my claims of violations of the California Business and
22 Professions Code; and
- 23 (5) Address or consider my claims under California law.

24 E. At no point during the proceedings before the Beth Din was I ever
25 notified or advised that any of my claims in tort, labor and/or employment were being considered
26 for any purpose by the Beth Din.

27 F. The Beth Din does not recognize the laws or statutes of California, nor
28 the causes of action and relief arising therefrom or relating thereto;

1 G. I was never represented by counsel with respect to any of the written
2 documents presented to the Court, writings upon which Lisbon and KSA base their claim that I either
3 allegedly waived my prospective tort, labor, employment and/or other California statutory claims or
4 unknowingly agreed to submit to a Beth Din unknown prospective claims.

5 H. At no point prior to my signing the General Agreement (my employment
6 agreement with KSA) or Agreement to Submit to Arbitration was I ever advised to retain counsel;

7 I. Lisbon and KSA were represented by independent counsel with respect
8 to both the General Agreement (Rosenfeld's employment agreement with KSA) and Agreement to
9 Submit to Arbitration, including their current counsel, Robert Sherman, Esq.

10 J. The General Agreement between me and KSA (to which Lisbon is not
11 a party), cited by Lisbon and KSA in support of their position of inclusion, does not address, identify
12 or reference tort, labor, employment or statutory claims under California law.

13 K. The Court's Order of 11/30/07 does not identify or specifically refer to
14 my alleged tort, labor, employment and/or other California statutory claims;

15 L. The General Agreement (between me and KSA) does not reference or
16 include issues between me and Lisbon, only me and KSA); and

17 M. At no point prior to signing any agreement (including those during
18 which Mr. Sherman represented KSA and Lisbon) did KSA, Lisbon or Mr. Sherman request (or
19 even mention) that my tort, labor, employment and/or other statutory claims be included, including
20 all four (4) written agreements executed between 1994 and 2007, for which I never had counsel.

21 **I NEVER CONSIDERED THAT IN SIGNING THE GENERAL AGREEMENT THAT I**
22 **WAS BEING ASKED TO WAIVE PROSPECTIVE CALIFORNIA STATUTORY CLAIMS.**

23 4. When presented with the General Agreement for signature, despite my being
24 without counsel (while KSA had counsel), no one (including Mr. Sherman, KSA and Lisbon)
25 suggested or requested that I waive or compromise potential known and unknown claims.

26 5. At no time did I ever understand or believe that in signing the General
27 Agreement that I was being asked to waive or compromise potential unknown tort and statutory
28 claims against KSA and/or LISBON. In fact, I did not even know at the time of the signing what

1 rights I would subsequently have under California law pursuant to the California Labor Code or
2 California Business and Professions Code, let alone other statutory rights afforded to me.

3 6. At the signing of the General Agreement, no one said, or even suggested
4 that the Agreement called for me to waive all future claims against KSA and/or LISBON, including
5 those of which I was unaware even potentially existed.

6 7. I certainly would never have signed any document which purported to deprive
7 me of my rights as an employee and individual under California law, particularly since I did not have
8 legal counsel at any stage of the negotiations or signing of the Agreement.

9 8. I never discussed with KSA or LISBON, or their counsel, that they desired
10 (or even considered) that I submit all (including tort, labor and/or employment violations) claims to
11 the Beth Din, irrespective of their nature, including my rights under California law.

12 **THE AGREEMENT TO SUBMIT TO ARBITRATION MAKES NO REFERENCE TO MY**
13 **TORT, EMPLOYMENT AND OTHER CALIFORNIA STATUTORY CLAIMS.**

14 9. The Agreement to Submit to Arbitration makes absolutely no reference to
15 my tort, labor, employment and other California statutory claims, nor my seeking of punitive
16 damages against both KSA and Lisbon.

17 10. In fact, the Agreement to Submit to Arbitration, makes absolutely no reference
18 to the pending Los Angeles Superior Court litigation or the claims thereunder.

19 11. I submit that if KSA and Lisbon intended for the Beth Din proceedings to
20 include my tort, labor and other statutory claims, it would have been quite easy to clarify so at the
21 time of the signing of the Agreement to Submit to Arbitration, not after the Court's ruling - a ruling
22 which makes absolutely no reference to any of my pending tort, labor, employment or other statutory
23 claims under California law.

24 12. Despite Mr. Sherman being present at and having input into the drafting and
25 signing of the Submission to Arbitration Agreement on which KSA and Lisbon rely, he never even
26 sought to have inserted into the Agreement any reference to the Los Angeles Superior Court cases
27 and my claims and causes of action asserted therein.

28 13. In fact, the Submission to Arbitration Agreement only mentions disputes

1 regarding our Agreement, and makes no reference to other types of claims which I have asserted
2 from the inception of this litigation.

3 **EVEN MR. SHERMAN'S LETTER TO THE BETH DIN RE ISSUES FOR SUBMISSION**
4 **FAILS TO INCLUDE ALL OF MY CLAIMS FOR SUBMISSION.**

5 14. In his own reply declaration, Mr. Sherman includes a copy of a letter dated August
6 8, 2007, he sent to Rabbi Teichman (of the Beth Din) outlining the issues for submission to the Beth
7 Din. In his letter to the Beth Din prior to arbitration, Mr. Sherman only refers to four (4) of my
8 claims, not the fourteen (14) in my Complaint, none of which referenced my statutory rights under
9 California law and requests for punitive damages. A copy of this letter to Rabbi Teichman is attached
10 hereto as **Exhibit "2"** and is incorporated herein by reference as though set forth herein in full.

11 15. Mr. Sherman has never provided in his declaration why he chose not to
12 identify all of my claims to the Beth Din - claims he now contends to have been presented in their
13 entirety to the Beth Din for adjudication.

14 **AT ALL TIMES I PARTICIPATED IN THE BETH DIN WITH THE UNDERSTANDING**
15 **THAT MY TORT, LABOR AND STATUTORY CLAIMS WERE NOT BEFORE THE**
16 **BETH DIN, BUT RESERVED FOR THE SUPERIOR COURT.**

17 16. During the proceedings before the Beth Din, I did not provide evidence to the
18 Beth Din on the tort, labor, employment and/or statutory claims under California law, as I knew and
19 believed then, and continue to believe, that these claims were never before the Beth Din.

20 17. There is substantial and significant evidence to support my tort, labor,
21 employment and/or statutory claims under California law, but it was not produced to the Beth Din
22 due to its not addressing my tort and statutory claims.

23 18. Some of this evidence focused on the conduct of Lisbon which I, and others,
24 feared could have severe repercussions on KSA, Bet Betzalel Chabad Congregation (of which
25 Lisbon was and is the Rabbi and of which I was a member), and the entire Lisbon and Rosenfeld
26 families. Aside from my concerns for my family, I also felt it my responsibility to do what I could
27 to protect KSA for which I was the primary residence producer, the oldest son-in-law of Lisbon, and
28 the only son-in-law working in the family business. This conduct included, but not exclusively:

- 1 A. Lisbon cavorting with females not his wife;
2 B. Lisbon was arrested for solicitation of prostitution multiple times;
3 C. A KSA client observing Lisbon in a strip club dancing with a woman
4 not his wife, and
5 D. Sexual harassment of two former KSA employees which was the
6 genesis of a sexual harassment lawsuit filed against KSA.

7 19. This conduct of Lisbon, not presented to the Beth Din, contributed to and supports
8 my claim for tort and labor claims against KSA and Lisbon, as this conduct led to severe pressures
9 on me in my role and employment with KSA. More support for these claims are set forth in my
10 Complaint. For example, I was so concerned with the potential impact of Lisbon's conduct on KSA
11 that I retained the services of a private investigator to follow Lisbon at a time when his wife was out
12 of town (in order to protect her and him). The investigator's reports some of Lisbon's involvement
13 with other women and will be available to the Court to review. At no time did the Beth Din or any
14 third party see the investigation report, nor did I use it for my own financial gain.

15 20. While the above-described conduct of KSA and Lisbon was extensive and
16 burdensome for me, it is important that the Court understand that my tort, labor, employment and
17 California statutory claims were also based on other overbearing and wrongful actions of KSA and
18 Lisbon, which included, but are not limited to, improper and unlawful withholding of wages, efforts
19 by KSA and Lisbon to hide information from me which would have given rise to commissions, such
20 as demonstrated in the Declaration of Rochelle Exum, previously filed with the Court and now
21 attached hereto as **Exhibit "3"** and incorporated herein by reference as though set forth herein in
22 full. My Complaint identifies additional bases which support my tort, labor, employment and
23 California statutory claims.

24 21. Over the years of my service to KSA and Lisbon, I far exceeded the
25 reasonable demands of my employment position in addressing Lisbon's personal choices and
26 difficulties which required my attention and interfered to a great extent with my responsibilities and
27 duties at KSA, a period covering many years. By way of example:

- 28 A. Lisbon asked me to contact females with whom he was involved (including

1 a female congregant), to inform them that he would no longer see them as others were aware and
2 fearful that his wife would discover his affairs;

3 B. I undertook sole responsibility for addressing the defense of the
4 sexual harassment lawsuit as Lisbon was in rehabilitation at the time and unavailable to participate.
5 It was this lawsuit which also confirmed to me that Lisbon had not ceased his cavorting with other
6 women, despite his promises and assurances that he had done so;

7 C. I often took Lisbon to his therapy sessions, sessions designed to address
8 his sex addiction, among other issues, and communicated with his therapists at his request;

9 D. Lisbon demanded my constant attention with his panic attacks, at times
10 asking me to hold, hug and kiss him, at times requiring oxygen (I was a certified EMT at the time)
11 on the floor of my office;

12 E. Lisbon at times threatened his suicide to me;

13 F. Lisbon insisted on discussing his extensive marital problems with me;

14 G. Lisbon consistently asked my help in hiding the sexual harassment
15 lawsuit and his other issues with women from his wife (despite his insistence that I meet with her),
16 daughter (my wife), clients, his congregation and the greater Orthodox Jewish community.

17 H. When Lisbon was committed on an emergency basis to a mental health
18 hospital to address his issues, he begged me, crying incoherently, including calling me in the middle
19 of the night, to get him released and not to tell his wife about his episodes with other women and his
20 hospitalization, and to keep the information from his Congregation and family. Ultimately, Lisbon
21 did escape from the Torrance hospital, only to be captured later by the Los Angeles County Sheriff
22 in front of his family and returned to the mental ward. It was from this series of events that this
23 family discovered the very things he did not want them to know.

24 22. These efforts and demands of Lisbon on me came at great medical, emotional
25 and financial expense to me. I suffered a great deal, dealing with insomnia, eating disorders, severe
26 back pain, numbness in my extremities and face, hives, skin disorders, need for my own therapy, and
27 medications for anxiety, depression and sleep, all of which were work stress related. I had never
28 been treated for these ailments prior to my employment at KSA. This also, unfortunately, negatively

1 impacted and caused significant marital discord with Lisbon's daughter, my wife at the time.

2 23. None of these issues and resulting difficulties and damages for me were ever
3 reviewed, heard, ruled upon, adjudicated by the Beth Din. Emotional distress, retaliatory action by
4 an employer, bad faith, punitive damages, California Labor Code provided rights for employees are
5 not within Halachic parameters, and not addressed by the Beth Din.

6 24. There were twenty-nine (29) sessions of the Beth Din, and I attended every one of
7 them. Lisbon did not attend a majority of the sessions. Not once during these numerous sessions did
8 the Beth Din address, consider or discuss my tort, labor, employment and California statutory claims.

9 25. Further supporting my contention that the Beth Din did not and could not
10 address my tort and California statutory claims was the fact that Beth Din procedures preclude and
11 do not allow a non-Jew to testify, although I had then and still do have percipient non-Jewish
12 witnesses to testify in my behalf. I have witnesses who have witnessed Lisbon's actions and his
13 consequent demands on me, including women who were previously involved with Lisbon. A simple
14 example of the impact of this restriction on process by the Beth Din, which I contend to be a
15 deprivation of my right to due process, is that it would not consider testimony by numerous non-
16 Jewish percipient witnesses, including, e.g. KSA bookkeepers, KSA employees, police officers and
17 KSA clients. A specific example of such restriction is the Declaration of Rochelle Exum in Support
18 of my Application for Writ of Attachment, filed on February 27, 2008, a copy of which is attached
19 hereto as **Exhibit "3"** and incorporated herein by reference as though set forth herein in full. This
20 declaration would not and was not considered by the Beth Din, as Rochelle Exum is not Jewish.

21 **KSA AND LISBON CONTEMPLATED THAT MY TORT, LABOR AND STATUTORY**
22 **CALIFORNIA CLAIMS WERE NOT INCLUDED IN THE BETH DIN PROCEEDINGS.**

23 26. Even the Court's order of December 7, 2007, granting Defendants' Petition for
24 Arbitration, drafted by Mr. Sherman himself, fails to identify the issues being referred to arbitration.
25 It only specifically states that the granting of the Petitioner to Compel Arbitration "is granted on the
26 grounds set forth in the moving and reply papers."

27 27. Even in their reply pleadings, KSA and LISBON, acknowledged that the
28 General KSA Employment Agreement may not include the tort, labor and/or employment claims of

1 ROSENFELD, when they stated at page 9, lines 14-16:

2 “...even if a court determines that the parties have asserted
3 issues or claims that are not subject to arbitration, it may
4 stay these proceedings pending the outcome of the claims
5 that are not arbitrable.” (emphasis added)

6 **THERE IS NO PLEADING WHICH SPECIFICALLY PROVIDES THAT MY TORT,**
7 **LABOR AND CALIFORNIA STATUTORY CLAIMS WERE SUBJECT TO**
8 **ARBITRATION BY THE BETH DIN.**

9 28. I submit that there is no document which specifically states that this Court,
10 intended that my tort, labor, employment and California statutory causes of action were
11 included in its order that the Beth Din adjudicate certain issues.

12 29. I submit that Mr. Sherman is incorrect in his assertion (his declaration dated August
13 31, 2012) that the claims in my Complaint are substantially identical to those in my Complaint, filed
14 subsequent to the Petition to Compel Arbitration. There is absolutely no reference in the Petition
15 to Compel Arbitration to tort, labor, employment or other statutory claims under California law.

16 **NEITHER KSA NOR LISBON EVER REQUESTED THAT THE CASE BE**
17 **DISMISSED UPON ISSUANCE OF THE RULING OF THE BETH DIN.**

18 30. Since the Beth Din issued its Psak (ruling), neither KSA nor Lisbon ever
19 sought dismissal of this Superior Court litigation.

20 31. If KSA and Lisbon believed that the Beth Din litigation addressed all of my
21 claims, including all of those in the Complaint (filed after Petition to Compel Arbitration),
22 they have never provided an explanation for their leaving this current litigation pending.

23 **CONCLUSION:**

24 32. I respectfully request and submit that this action should **not** be dismissed, but
25 continue with respect to each tort, labor and/or employment claims under California law asserted in
26 my Complaint.

27 33. I never understood or believed that my rights under California law were
28 being negated or waived by any Arbitration Agreement or clause, and neither KSA nor LISBON has

1 ever, to my knowledge, specifically asserted (in pleadings or other writing) to me or my counsel that
2 the Beth Din arbitration proceedings were inclusive of my tort, labor and/or employment claims.

3 34. To my knowledge neither KSA nor LISBON ever contended to the Beth Din
4 that the proceedings included all of my claims, irrespective of their basis or nature, despite numerous
5 opportunities to do so, even including the Order After Hearing prepared by Mr. Sherman himself).

6 35. I never considered that I was waiving any tort, labor and/or employment rights
7 in signing any Agreement, particularly as I was not represented by counsel (while KSA and Lisbon
8 had their own independent counsel at all stages).

9 36. I further opine that I should not be deemed to have inadvertently and
10 unknowingly waived any tort or California statutory rights at any time, particularly when I was
11 without counsel while Defendants were represented.

12 37. I submit that the Beth Din did not address, nor could it have addressed, my
13 claims against KSA and/or LISBON based in tort, labor and/or employment law, as to do so would
14 be outside its jurisdiction. In fact, in its ruling/award, the Beth Din made no reference to tort, labor
15 and/or employment claims, consistent with its lack of jurisdiction to address such claims. It did not
16 even address or reference this Court's pending case.

17 38. I should not be deprived of the protections and rights afforded to me, as to all
18 California citizens, of the California Labor Code and California Business and Professions Code, as
19 well as other statutory provisions.

20 39. I respectfully request and submit that the proceedings on the tort, labor and/or
21 employment causes of action should remain before this Court for adjudication, that these claims be
22 decided in a trial on the merits, as they were not and could not have been adjudicated by the religious
23 tribunal.

24
25 I declare under penalty of perjury that the foregoing is true and correct, and that this
26 declaration is executed this 14th day of September, 2012, at Los Angeles, California.

27
28 
Abraham Tzemach Rosenfeld, Declarant

ORIGINAL

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

SEP 27 2007

John A. Clarke, Executive Officer/Clerk
BY MARY GARCIA, Deputy

RANDY A. BERG, ESQ., [CSBN 128445]
STEPHEN H. MARCUS, ESQ. [CSBN 48294]
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Attorneys for PLAINTIFF, ABRAHAM TZEMACH ROSENFELD

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ABRAHAM TZEMACH ROSENFELD,
Plaintiff,

vs.

RABBI BINYOMIN LISBON, an individual,
CARRIE LISBON, an individual, and KSA, a
non-profit business; BAIS BEZALEL
CHABAD, and DOES 1 through 100,
inclusive,

Defendants.

CASE NO. BC378264

COMPLAINT FOR:

1. BREACH OF CONTRACT
2. BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING
3. REASONABLE VALUE OF SERVICES [QUANTUM MERUIT]
4. AN ACCOUNTING
5. FRAUD
6. UNJUST ENRICHMENT
7. RETALIATION IN VIOLATION OF PUBLIC POLICY
8. VIOLATION OF LABOR CODE SECTION 1102.5
9. UNLAWFUL WAGE AND REPORTING VIOLATIONS
10. VIOLATION OF BUSINESS & PROFESSIONS CODE 17200; AND
11. VIOLATION OF THE LABOR CODE
12. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

DEMAND FOR JURY TRIAL

RJSLAW

"AN INSURED PROVIDER OF CORPORATE LEGAL SERVICE"

August 08, 2007

BY REGULAR MAIL AND EMAIL

Rabbi Avrohom Teichman
345 North La Brea, Suite 207
Los Angeles, CA 90036

Re: Resolution of Claims By and Between Avrohom Rosenfeld, Rabbi Binyomin Lisbon, Carrie Lisbon, and KSA

Dear Rabbi Teichman:

I am providing this formal notice that Rabbi Binyomin Lisbon, Carrie Lisbon and KSA have retained Rabbi Shmuel Fried as their collective "Borer" in connection with the commencement of a Bais Din proceeding, according to the rule of "ZABLA", to resolve all pending claims between the above-named parties.

Those claims consist of the following matters:

1. Rosenfeld's claim against Lisbons and KSA for unpaid compensation;
2. Rosenfeld's claim against Lisbons and KSA for damages attributable to emotional distress;
3. Rosenfeld's claim against Lisbons and KSA to a percentage of the proceeds of any sale of KSA's client accounts;
4. Rosenfeld's claim against Lisbons and KSA for current and future commissions;
5. KSA's claim for damages against Rosenfeld arising out of Rosenfeld's wrongful exploitation of KSA's confidential information;
6. KSA's claim for damages against Rosenfeld arising out of Rosenfeld's wrongful interference with its prospective economic advantage;
7. KSA's claim for damages against Rosenfeld arising out of Rosenfeld's misappropriation of KSA revenues;
8. KSA's claim of right to enforce the written agreement concerning Rosenfeld's services and compensation for his services to KSA;
9. KSA's claim for damages against Rosenfeld arising out of Rosenfeld's actual and anticipatory breach of the written agreement concerning his duties and compensation for services provided to KSA;

Reply to:

Robert J. Sherman
10801 National Boulevard, Ste 603
Los Angeles, CA 90064
Fax: 310.474.5704
Phone: 310.474.5703
robert.sherman1@verizon.net

EX B

EXHIBIT 2

10. KSA's objection to Rosenfeld's threat to name KSA in a lawsuit filed in secular court;
11. Lisbons' claim against Rosenfeld for damages arising out of Rosenfeld's invasion of their personal privacy, his threat to make public disclosures about Lisbons unless he is paid money, his disparaging remarks about Lisbons to members of the community, and his intentional infliction upon Lisbons of emotional distress;
12. Lisbons' claim against Rosenfeld for damages arising out of Rosenfeld's wrongful interference with Lisbons' prospective advantage;
13. Lisbons' claim of right to enforce the written agreement concerning Rosenfeld's services and compensation for his services to KSA;
14. Lisbons' claim for damages against Rosenfeld arising out of Rosenfeld's actual and anticipatory breach of the written agreement concerning Rosenfeld's duties and compensation for services provided to KSA;
15. Lisbons' objection to Rosenfeld's threat to name Lisbons as parties to a lawsuit filed in secular court.

Very truly yours,

/S/ ROBERT SHERMAN

Robert Sherman, Attorney for Rabbi Binyomin Lisbon and KSA

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ORIGINAL FILED
DEPARTMENT 66

FEB 27 2008

LOS ANGELES
SUPERIOR COURT

1 RANDY A. BERG, ESQ., CSBN 128445
2 STEPHEN H. MARCUS, ESQ., CSBN 48294
3 **GITTLER & BRADFORD**
4 10537 Santa Monica Boulevard, Third Floor
5 Los Angeles, CA 90025
6 Telephone: (310) 474-4007
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8 Attorneys for Plaintiff, ABRAHAM TZEMACH ROSENFELD

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11 KOSHER SUPERVISION OF AMERICA AND) CASE NO. BS 110826
12 BINYOMIN LISBON,)

13 Petitioner,)

14 v.)

15 ABRAHAM ROSENFELD,)

16 Respondent.)

17
18
19 ABRAHAM TZEMACH ROSENFELD)

20 Plaintiff,)

21 v.)

22 RABBI BINYOMIN LISBON, an individual,)
23 CARRIE LISBON, an individual, and KSA, a)
24 non-profit business; BAIS BEZALEL CHABAD,)
25 and DOES 1 through 100, inclusive,)

26 Defendants.)

CASE NO. BC 378 264

**DECLARATION OF
ROCHELLE EXUM IN
SUPPORT OF APPLICATION
FOR WRIT OF ATTACHMENT**

Date: February 29, 2008

Time: 9:30 a.m.

Dept.: 66

27 I, ROCHELLE EXUM, declare as follows:

28 1. The facts set forth hereinbelow are true of my own personal knowledge and, if

1
Declaration of Rochelle Exum

EXHIBIT 3

1 RANDY A. BERG, ESQ., CSBN 128445
2 STEPHEN H. MARCUS, ESQ., CSBN 48294
3 **GITTLER & BRADFORD**
4 10537 Santa Monica Boulevard, Third Floor
5 Los Angeles, CA 90025
6 Telephone: (310) 474-4007
7 Facsimile: (310) 474-4407

8 Attorneys for Plaintiff, ABRAHAM TZEMACH ROSENFELD

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11 KOSHER SUPERVISION OF AMERICA AND) CASE NO. BS 110826
12 BINYOMIN LISBON,)

13 Petitioner,)

14 v.)

15 ABRAHAM ROSENFELD,)

16 Respondent.)

17
18
19 ABRAHAM TZEMACH ROSENFELD)

20 Plaintiff,)

21 v.)

22 RABBI BINYOMIN LISBON, an individual,)
23 CARRIE LISBON, an individual, and KSA, a)
24 non-profit business; BAIS BEZALEL CHABAD,)
25 and DOES 1 through 100, inclusive,)

26 Defendants.)

CASE NO. BC 378 264

**DECLARATION OF
ROCHELLE EXUM IN
SUPPORT OF APPLICATION
FOR WRIT OF ATTACHMENT**

Date: February 29, 2008

Time: 9:30 a.m.

Dept.: 66

27 I, ROCHELLE EXUM, declare as follows:

28 1. The facts set forth hereinbelow are true of my own personal knowledge and, if

1 I were sworn as a witness, I would and could testify competently thereto.

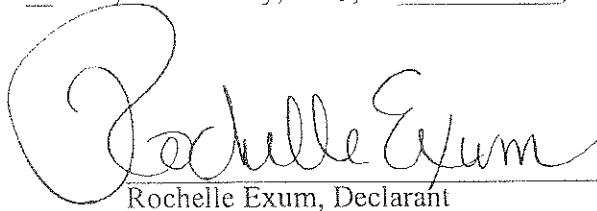
2 2. From March 2007, through January 4, 2008, I was employed as the accounts
3 receivable clerk for Kosher Supervision of America, Inc. ("KSA"). During that period, I was
4 known by my maiden name, Rochelle King. My boss, and whom I understood to be the
5 owner of KSA, was Rabbi Benyomin Lisbon. Among my duties were collection of accounts
6 receivable for KSA. Abraham Rosenfeld also worked for KSA, managing the accounts of
7 KSA.
8

9 3. In late 2007, I was told by Rabbi Lisbon not to advise Mr. Rosenfeld as to
10 what payments on accounts receivable were being received by KSA.

11 4. On several occasions, when the records of KSA showed that a client's renewal
12 fee was past due, I called that client about the past due renewal fee, and was told by the client
13 that the fee had already been paid. When that occurred, I asked the client to fax to me a copy
14 of their payment check, and the client did so. On each occasion, I discovered that the check
15 from the client had been deposited into an account in the name of KSA about which I, as a
16 bookkeeper for KSA, had no knowledge.
17

18 5. On other occasions, KSA received applications from new clients that were
19 referrals to Mr. Rosenfeld. Rabbi Lisbon told me not to tell Mr. Rosenfeld of these new
20 accounts.
21

22 I declare under penalty of perjury of the laws of the State of California that the
23 foregoing is true and correct. Executed this 12th day of February, 2008, at DE Lancaster,
24 California.
25

26 
Rochelle Exum, Declarant
27
28

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3 COUNTY OF LOS ANGELES) ss.
4

5 I am employed in the County of Los Angeles, State of California. I am over the age of
6 18 and not a party to the within action; my business address is: 10537 Santa Monica
Boulevard, Suite 300, Los Angeles, California 90025.

7 On **February 27, 2008**, I served the following document(s): **DECLARATION OF**
8 **ROCHELLE EXUM IN SUPPORT OF APPLICATION FOR WRIT OF**
9 **ATTACHMENT** on the within parties in this action by serving a true copy upon the party
addressed below:

10 Frank Melton, Esq.
11 Bernard M. Resser, Esq.
12 **RUTTER HOBBS & DAVIDOFF, INCORPORATED**
13 1901 Avenue of the Stars, Suite 1700
14 Los Angeles, CA 90067

15 ☐ **[BY MAIL]** I am "readily familiar" with the business' practice for collection and
16 processing of correspondence for mailing with the United States Postal Service. I know that
17 the correspondence is deposited with the United State Postal Service on the same day this
18 declaration was executed in the ordinary course of business. I know that the envelope was
19 sealed and, with postage thereon fully prepaid, placed for collection and mailing on this date,
20 following ordinary business practices, in the United States mail at Los Angeles, California.

21 ☐ **[BY PERSONAL SERVICE]** I delivered such envelope by hand to the offices of the
22 addressee.

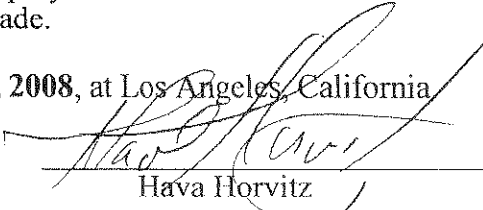
23 ☒ **[BY OVERNIGHT COURIER]** I caused the above-referenced document(s) to be
24 delivered to an overnight courier service (Federal Express), for delivery to the above
25 address(es) on **February 28, 2008**.

26 ☐ **[BY FACSIMILE TRANSMISSION]** I transmitted to the above-named person, at
27 the fax numbers listed above, the above-named document, pursuant to Rule 2008. The
28 facsimile machine that I used complies with Rule 2003(3) and no error was reported by the
machine. Pursuant to Rule 2008(e), I caused the machine to print a transmission record of the
transmission, a copy of which is attached to this document.

☒ (State) I declare under penalty of perjury under the laws of the State of California that
the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this Court at
whose direction the service was made.

Executed on **February 27, 2008**, at Los Angeles, California


Hava Horvitz

PROOF OF SERVICE BY E-MAIL

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of Los Angeles, State of California.

I am over the age of 18 and not a party to the within action; my business address is 1801 Century Park East, Suite 2400, Los Angeles, California 90067.

On September 14, 2012, I served the foregoing document described as **SUPPLEMENTAL DECLARATION OF ABRAHAM TZEMACH ROSENFELD IN RESPONSE TO ORDER TO SHOW CAUSE RE DISMISSAL** on the interested parties in this action by placing a true and correct copy thereof addressed as follows:

By E-MAIL: Per Agreement of the parties' respective counsel, I caused the above-referenced document(s) to be transmitted via e-mail as follows:

<u>Date</u>	<u>Transmitted To</u>	<u>E-MAIL ADDRESS</u>
September 14, 2012	Robert J. Sherman, Esq.	<u>robert.sherman@verizon.net</u>

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 14, 2012 at Los Angeles, California.



Helen M. Eaton

Iris Mejia

From: Iris Mejia
Sent: Friday, September 14, 2012 1:53 PM
To: 'robert.sherman@verizon.net'
Cc: Howard Pilch; Helen Eaton
Subject: Rosenfeld v. Lisbon - Supplemental Declaration of Abraham Rosenfeld in Response to OSC Re Dismissal, etc.

Mr. Sherman:

Attached please find the following documents:

1. Supplemental Declaration of Abraham Rosenfeld In Response to OSC Re Dismissal;
2. Declaration of Howard Pilch In Opposition to OSC Re Dismissal; and
3. Plaintiff's Abraham Rosenfeld's Argument and Supplemental Memorandum of Points and Authorities.

Thanks,
Iris Mejia
Law Offices of Howard D. Pilch
1801 Century Park East, Suite 2400
Los Angeles, California 90067
(310) 553-5344
(310) 553-5359 Facsimile
Email: iris@howardpilch.com