

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

x-----x

AISH HATORAH NEW YORK, INC.

Petitioner,

-against-

JACOB FETMAN

Respondent.

x-----x

STATE OF NEW YORK

}
}SS:
}

COUNTY OF KINGS

Index # 22057/13

AFFIDAVIT

SUPREME COURT-KINGS
TRIAL TERM/
MOTION SUPPORT OFFICE
2014 MAY 27 AM 10:36

Jacob Fetman, respondent in the within action and a pro se defendant in the case of *Perka v. Aish, et. al*, hereby deposes and says:

Aish Hatorah NY, Inc is a wonderful organization, with a very important mission statement, headed by a thoroughly corrupt individual, Rabbi Kenneth Yitz Greenman. I knew of the myriad ways that he literally had his hand in donors pockets, but I felt that I could not protest because my job was on the line. I knew that this was the way things were run and if I didn't go along with it, some one else would do this for him.

Aish, as a not for profit organization, is required to hold board meetings, accurate financial records and fully disclose executive salaries in the financial statements that are filed with the IRS as well as the New York State Charities Bureau. Aish New York consistently, and for years, reported Rabbi Greenman's salary at a fraction of what it really was. I was instructed by him to report his salary this way because he felt that donors will not give him money if they would know that his salary was between 350 and 400 thousand dollars annually. His last reported w2 compensation was \$101,409 which was about 25% of his real cost to the organization. Shielded from this report are tuition payments to his kids' schools, his house mortgage which was paid directly from the Aish accounts, various trips and bills such as telephone bills, cell phone bills, car lease and others ,that were paid directly by Aish and not reported. Perhaps the most egregious way of him shielding his income, was by putting his wife Lauren on payroll for the amount of \$50,000 a year. In 2010, his w2 salary was \$151,408 yet within the following years, for example in 2012, his w2 compensation is only \$101,409 and Lauren Greenman's w2 is 50,000; the total of his original compensation of \$151,408. The only reason to do that was to shield his real compensation from donors, because Lauren Greenman's w2 was not to be reported as she was never an executive with Aish. I have enclosed attachments showing the 2010 Kenneth Greenman w2, 2011 Kenneth Greenman w2, 2011 Lauren Greenman

w2, 2012 Kenneth Greenman w2 and 2012 Lauren Greenman w2. I am also enclosing the compensation declaration pages from the 2012 Aish tax records, 990 reports. (Exhibit A) I have also previously made all this information available to Aish Hatorah New York's board, see enclosed emails.

For years I have felt that Rabbi Greenman was only holding on to me because I just knew too much. I knew of his corrupt ways of getting donations from his donors. Aish had an annual budget of approximately three and a half million dollars. but you cannot solicit a donor for a 7 figure donation if your budget is relatively small, as no one wants to sponsor a full ½ of your total budget. Rabbi Greenman came up with the idea of affiliates; unrelated parts of the organization which will be managed by us but will have nothing to do with us really. They would be wholly managed and run by outside directors, but Aish NY will run their budgets through Aish NY accounting books; thereby creating the net effect to show as if our budget is far greater than it really is. Aish UK was one of the affiliates through which approximately one and a half to two million dollars were transferred or added to Aish NY's budget. Another one was Project Inspire. Through Project Inspire, approximately 2 million dollars was added to our budget. Aish New York had no say in the way that these affiliates were run or managed, as they had their own outside directors and executive directors.

These arrangements of the affiliates were made personally by Greenman. I was the one instructed to coordinate and maintain records of these affiliates. These affiliates were managed financially by others, and I had constant communication with the bookkeepers of those affiliates. Project Inspire was a more complicated affiliate being that some funds that were donated to them were donated as "Project Inspire". I was instructed to open a bank account titled "Project Inspire", which I did. I was also instructed at the time to keep it off our regular accounting books, initially because the thought was that only small amounts of money will go to that account. Later, payments and repayments that needed to be made by Inspire that Aish auditors would inquire about and potentially disagree with were made out of that account. Project Inspire directors knew about that account, as on occasion they themselves made deposits into that account. There was an additional account that was not on Aish NY's proper books, "The Jewish Speaker's Group". This project never really took off, yet I was told to keep this separate accounting because Aish wanted to have an account that was completely separated from Aish NY's books, as this was unrelated business. In addition, another large Aish affiliate was Aish UK. In 2006, Greenman was the one who made contact between Rabbi Naftali Schiff, executive Director of Aish UK, and me for the explicit

purpose of funneling annual donations that were solicited by Rabbi Schiff from Mr. Aaron Wolfson in the U.S. These were monies from the Wolfson Foundation given to Aish UK through the National Society of Hebrew Day Schools, which is a project of Torah Umesorah, funded by Mr. Wolfson that were directed to Aish NY for Aish U.K.

In July, 2013 due to paltry fund raising, coupled with the fact that space owned by Aish on 83rd Street, was now losing its tenant, Greenman decided that our rent at 150 West 46th Street, was too high and wanted to move to the Aish Center on 83rd Street. As the CFO, I was the one who signed the lease agreement with the landlord for the past 9 years, with the annual or bi annual renewal. I always discussed the lease renewals with Rabbi Greenman, but he claimed that for the most recent renewal, I did not. At the time of that initial conversation we were already on the new lease for about a year and a half, but he still claimed that I signed that renewal without his consent. Unbeknownst to me, he decided to go through my Aish emails, and arrange to be cc'd on every email I received and sent. Being that I had been working for Aish NY for over 17 years, my Aish NY email was my ONLY email account. Every personal bank statement, emails from family and friends, business people etc., was now going directly to him as well.

In late April 2013, I refinanced two buildings which I bought over 15 years ago. Due to appreciation, I was able to borrow 1.2 million dollars on each one, (Exhibit B) with the proceeds eventually partially invested in a hedge fund and an e-trade account. (Exhibit C) In September, while Rabbi Greenman was going through my personal emails, he was stunned to learn about the hedge funds holdings. Rabbi Greenman immediately suspected that I have been stealing money. His reasoning, as it was related to others, was "How could Jacob be so wealthy?".

Under the guise of looking for a halachic ruling about the lease question that he raised to me, he instructed me to contact a Rabbi Cohen, to decide on whether I was halachically responsible to continue to personally pay Aish's rent! I complied, and contacted Rabbi Cohen. Initially, I just sent the question to him via fax, but he instructed me to come in for a meeting with Rabbi Greenman as well as the landlord. While at the meeting, Greenman claimed that I had no authority to sign the lease, and Mr. Grossman, the landlord, countered that this was a very legitimate lease as I was the one signing all the previous lease's over the past 10 years. At which point, Rabbi Greenman told Rabbi Cohen that he had other things to discuss, and requested that Mr Grossman leave that meeting. At that point, Greenman proceeded to accuse me of theft without any proof whatsoever. I was completely shocked.

Rabbi Cohen, who had previously written an arbitration agreement relating ONLY to the lease

between Greenman and me, which I signed, decided that a forensic accountant would be called to review the accounting books. I agreed to that and encouraged it.

At the next meeting, where my wife was called in as well, Greenman came with both a forensic accountant as well as an attorney from Baltimore. The lawyer was not even admitted to practice in New York. I was not aware of that at the time but this was a part of the entrapment, duress, and extreme pressure that were put on me personally and my family. At that meeting, I was vilified and attacked as a corrupt thief in front of my wife. We were verbally abused and accused. Both Rabbi Greenman and Rabbi Cohen intimated that if I were not to go along with these proceedings, our daughter's pending marriage would probably be canceled and we would be placed under great communal shame.

When we were at Rabbi Cohen's house, he used these off the books accounts against me, stating that I have been diverting money belonging to Aish to these affiliates and keeping the accounts off the books. He also claimed that I have taken unauthorized compensation using Aish credit cards for personal expenses.

When I explained to Rabbi Cohen that Aish was paying compensation this way to *all* its officers, he became very agitated, and took that as partial admission of guilt on my part. At that point, it was clear to me that the arbitration had nothing to do with the lease but with Greenman's wild accusations of me stealing money. Every time I attempted to explain or clarify the situation, Rabbi Cohen refused to listen and kept saying that this was just additional proof of my guilt. Rabbi Cohen, from that point forward, under a barrage of poisonous phone calls, and ex-parte communications from Rabbi Greenman, was convinced that I indeed was guilty. His decision was made and he kept condemning me at every subsequent meeting. He was never impartial, and never gave me a chance to defend my case. In an October 30th phone conversation, my wife attempted to speak to Rabbi Cohen. In this conversation at that early date, it is already clear that Rabbi Cohen had decided on a guilty verdict when the Din Torah was just getting underway. This conversation occurred the evening after the first arbitration session that my wife attended. At that meeting, I was directed by Rabbi Cohen to give Rabbi Greenman my personal email passwords, which I did. Rabbi Greenman texted David Markowitz the passwords to my accounts and David Markowitz promptly changed the passwords, effectively locking me out of my own account. That evening, when I found out what happened, I reported this as fraudulent activity and was able to reset the password. Within minutes, calls and texts started to come to me from Rabbi Greenman saying that Rabbi Cohen was livid that I did not comply with his orders. When I tried to call him, he hung up the phone. Later, my wife

called him and he declared my guilt as a fact and threatened to send me to the authorities 'come what may'. (Exhibit D).

I still insist that there is absolutely nothing wrong with Aish NY's accounting books. Every donation and every expense is properly recorded. Project Inspire, which is not a legal entity, and should never have been on our accounting, and which was never disclosed to Aish New York's board, had transactions that were not recorded, but that is precisely because they were not a part of the Aish NY organization.

Aish NY had no board meetings in over 5 years. Since February 2009, there were no board meetings through my last day of employment which was October the 13th, 2013. Greenman did not see the need to have these board meetings as he only looked at his board members as cash cows, and being that they did not donate any significant funds to him, decided to do away with these useless meetings. Mr Hochfelder, the chairman of the board, head of Brahman capital, and a billionaire, donated to Aish NY, a total of approximately \$100,000 over the past 5 years. Another board member, Mitch Kuflik, donated approximately \$50,000 over the past 5 years. Even this \$50,000 was from a secret account that Aish New York held by Brahman capital under Kuflik's guidance. The rest of the board members gave insignificant amounts or nothing at all. It is easy to see why Greenman did not want to have board meetings, governance or oversight.

Once Rabbi Greenman got me to Rabbi Cohen's house, a sham of a process had begun.

I had no idea what was coming. I completely cooperated with the Rabbis, fully believing that this was a total misunderstanding and that the truth would come out. I had never before been a party to halachic arbitration proceedings in Rabbinical offices, and I was not aware of any rights that I had. I was never informed that I could, and probably should, bring an attorney and or a '*toen*'. Never did I anticipate that the Rabbis would ever be underhanded.

Without any evidence presented whatsoever, aside from suspicions and innuendos, I was very quickly separated from any means of defending myself. My office computer and physical records were made unavailable to me and any funds that I had access to were put into escrow under the control of Aish Attorney Schabes and Rabbi Cohen. Furthermore, I have reason to believe that a complete cover up was undertaken by Aish NY to delete emails, physical and electronic files from their computers and servers relating to Rabbi Dovid Cohen and to this controversy. I was heavily pressured as well as threatened with legal ramifications, if I don't give in and follow to the 'every draconian "interim decision" by Rabbi Cohen. Specifically, my daughter was engaged to be married, and Rabbi Cohen and his accomplices threatened to tell the groom and his parents of their false

accusations against me, and thereby derail the marriage. To presume guilt and separate one from his assets or any means of defense is contrary to Jewish Law. Under extreme duress, and with no legal guidance whatsoever, I fully cooperated as it was just days before our daughter was getting married. The pressure increased tenfold in the days leading to the wedding. Rabbi Cohen was unreasonable and unapproachable and forced us to sign all our assets into an irrevocable trust managed by him and Attorney Schabbes. This was all done specifically without allowing me time or access to legal advice. He gave me the paperwork personally on Wednesday afternoon at 5:30 pm and demanded it signed and notarized 'by tomorrow morning'. (Exhibit E) By additional threats, phone conversations and emails from Rabbi Greenman, at what he claimed to be Rabbi Cohen's behest, we rushed to sign and notarize these legal documents without Rabbi Cohen listening to my protests that this was illegal since I had no right to transfer assets that did not belong to me. To which he responded "**We will deal with the legalities later**".

At this arbitration, no actual evidence was ever presented. Attorney Schabess retrieved my credit history, and a hysterical Rabbi Greenman accused me of having a total of about 50 credit cards on my history, claiming "that only a crooked person would have so many cards". The fact that most of them were closed or that they were open/replaced for a total of over 25 years of activity, was meaningless to him. Rabbi Greenman's 'proof of innocence and honesty' was the he himself carried only 1 credit card. That itself was untrue. But Rabbi Cohen concurred that, yes, this in fact was also additional proof of my guilt.

No evidence was ever presented that I ever paid a personal credit card bill from anything other than my own personal accounts,

Yet the accusation was made and related to Rabbi Cohen, without him allowing me to rebut. Early on it was evident that Rabbi Cohen already decided that I was guilty and in fact related that determination of guilt to outside parties, such as to Mr. Grossman, Aish's landlord, in a recorded phone conversation they had in early October. That was prior to even the forensic accountant's involvement! Mr. Grossman, has offered on numerous occasions to attest that Rabbi Cohen had already condemned me as being guilty. Another time is in late October when Rabbi Cohen can be heard on a recorded phone conversation with my wife stating that I was guilty. (Refer to Exhibit D) I kept protesting vehemently throughout this process that it was a complete fabrication top to bottom, yet I was never listened to. After Rabbi Cohen directed me to give Aish access to any accounts that I had, which I did, I realized that emails were being sent from my accounts as if they were coming from me. Every email from that date forward, in late October, is suspect. I was made

to transfer half a million dollars from Merkaz account, of which I was a signer, to Ober Kaller escrow's account, under the direction of Mr. Schabes. Then, I was made to sign another irrevocable power of attorney to Schabes and Rabbi Cohen for all of my property. All this, without having any evidence presented against me, and certainly never having the ability to cross examine the accountant, Rabbi Greenman, any of the directors of the affiliates. More importantly, Rabbi Cohen, the arbitrator, never allowed or heard any testimony from any affiliates which would have supported my claims.

I was constantly under so much terror from Rabbi Cohen, Greenman, Schabes and Lipnitsky that I complied with every thing I was asked to do, no matter how crazy or illegal it was. Never the less, Rabbi Greenman kept persuading Rabbi Cohen that I was not fully cooperating because I did not present personal bank accounts from 17 years ago! While I was protesting that those documents are no longer retrievable, Rabbi Greenman continues to imply to Rabbi Cohen that I was not cooperating fully.

Time after time Rabbi Cohen threatened me with sending the case to the legal authorities. I finally hired an attorney, Daniel Stein, and brought him to the next arbitration hearing. When Rabbi Cohen saw my attorney present, he was livid and said that "that by itself, is an admission of guilt!" If I were innocent, I would not need an attorney! He was further incensed when he found that Mr. Stein was a former US attorney. Rabbi Cohen again threatened to contact the authorities, to which I countered that I would make the actual phone call and expose what was going on. With my attorney present, an incredulous Rabbi Cohen said "Are you calling my bluff??" At that meeting, Mr. Stein requested to see a copy of the arbitration agreement, which we never received until after the award was decided. Also, Mr. Stein requested that all the escrows and monies be reversed and the trust document be nullified until he has a chance to review the case. We concluded that meeting with the understanding that there will be a continuation because Rabbi Cohen had to leave early.

The next day, Mr. Stein reiterated what he had said to Rabbi Cohen on official legal letterhead and forwarded it to all parties. (Exhibit E) In retaliation to the offense of his judgment being questioned, within hours, Rabbi Cohen sent us his 'psak' awarding Aish 20 million dollars, allowing them to **confiscate** and take 'properties taken from Aish'. **Again, this decision was rendered on emotion only with not a shred of evidence to substantiate it!**

This was a sham process if there was ever one. I did not know at the time that Rabbi Greenman was a leading member of Rabbi Cohen's son's congregation in Passaic NJ and was a regular donor to his synagogue.

The duress and psychological pressures I and my family endured and continue to endure are unimaginable. This was done only a few weeks before my daughter's wedding and was premeditated and calculated to prevent me from effectively doing anything but follow the scheme hatched by Rabbi Greenman. In every opportunity, both Rabbi Greenman and Rabbi Cohen threatened me with severe consequences of not following up precisely as they instructed me to do. They have made these threats verbally, over email, texts, and phone conversations.

Ex Parte Communication:

In the very first hearing Rabbi Cohen instructed both parties not to attempt any ex parte communication. This is a basic tenet of Jewish law as well as the law of this state. That instruction was never changed. However, in court documents, Attorney Shusterman, who was never a part of the arbitration proceedings, claims that we agreed to Ex Parte communications – This is a complete lie. Anything like that would need to be a part of the arbitration agreement which, it's not – precisely because it's a LIE. When Aish presents to the court a 'meeting' that Rabbi Cohen had with me and my wife following the hearing – it was in fact in front of Aish's attorney and Rabbi Greenman that Rabbi Cohen said that he wants to discuss with me a private matter not related to the case. In the few minutes he spoke with me and my wife, he strongly suggested we see a marriage counselor /therapist I did not know that the therapist Rabbi Cohen sent me to, Mr. Lipsitt, was in fact relating what I thought to be confidential sessions back to Rabbi Cohen.

I have always been willing to go an impartial panel of Bais Din. (Exhibit F) (Exhibit G)

Clearly something here is very wrong! During our 'settlement' negotiations with Aish HaTorah I asked Mr. Lipnitsky, the forensic accountant if, as according to Rabbi Greenman's accusations,(Exhibit H) **there was ever a report such as the one that Rabbi Cohen refers to in his arbitration award. Mr. Lipnitsky answered that there was never such a report.** This was in the presence of Mr. Shusterman and Mr. Dan Ruzumna, another Aish attorney. I thought that these lawyers will report back to the Board of Directors that this was a sham award and the case will probably be dismissed immediately. However, to my dismay, the case still continues. Mr. Rimberg, an additional attorney for Aish NY, uses a personal, emotional email from my wife written in response to an emotional email from Rabbi Greenman as proof, that 'even his wife agrees he is guilty'. When in fact this is not so! My wife was under intense pressure as well, having just been informed that her husband is being accused of having stolen millions of dollars from Aish NY. In her appeasing fashion, she wrote an apologetic and emotional email to Rabbi Greenman. This is the substance of their 'evidence' against me. Besides, since when can one person "admit" guilt of

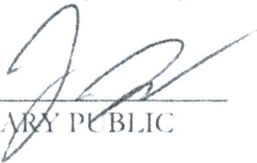
another? In addition, in order to cause more psychological duress and pain, Rabbi Greenman forwarded that personal, emotional email to our family and untold others. He titled it "The Truth". The real truth is that I have been falsely accused by a greedy and corrupt Rabbi Greenman who seeks to divert attention away from himself. In fact I was told by both Mr. Shusterman and Mr. Ruzumna that it does not matter what the facts are – the award which I "agreed" to accept on myself is what counts now. I would hope that this is not the way things work in our judicial system.

Your honor – I request that you refer this case to the NYS Attorney General Charities Bureau and the US Attorney General – I welcome a full and complete investigation. I have nothing to hide.



Jacob Fetman

Sworn to before me this
__26th__ day of May, 2014



NOTARY PUBLIC

JON A. LEFKOWITZ
Notary Public, State of New York
No. 02LE6622020
Qualified in Kings County
Commission Expires Jan. 13, 2018

STATE OF NEW YORK
COUNTY OF KINGS

ss.:

Sara Ovitsh, being duly sworn, deposes and says: deponent is not a party to the action, is over 18 years of age and resides at Brooklyn, New York

On May 27, 2014 deponent served the within affidavit on

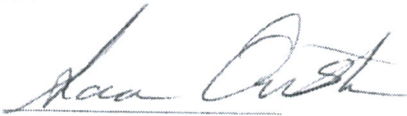
Goldberg and Rimberg, Attorneys for petitioner at

115 Broadway
New York, NY 10006
and
Renata Weisman, PC
1701 Avenue P
Brooklyn, NY 11229

the address designated by said petitioner for that purpose by depositing a true copy of same in a first class post-paid properly addressed wrapper in an official depository (office) of the United States Postal Service within the State of New York.

and on Dan Stein, Esq. attorney for respondent at dstein@rkollp.com, the email address designated by said attorney for service. No other party appeared in this action.

Sworn to before me on May 27, 2014


Notary Public

JON A. LEFKOWITZ
Notary Public, State of New York
No. 02125622000
Qualified in Kings County
Commission Expires Jan. 18, 2017

2/18

22222		OMB No. 1545-0008	
a Employee's social security number 083-62-8314		1 Wages, tips, other compensation 141208.92	
b Employer identification number (EIN) 13-3548993		2 Federal income tax withheld 16215.36	
c Employer's name, address, and ZIP code AISH HATORAH NEW YORK INC 150 WEST 46TH STREET 3RD FLOOR NEW YORK, NY 10036		3 Social security wages 106800.00	
		4 Social security tax withheld 6621.60	
		5 Medicare wages and tips 151408.92	
		6 Medicare tax withheld 2195.40	
		7 Social security tips	
		8 Allocated tips	
d Control number 004-20347-100025		9 Advance EIC payment	
		10 Dependent care benefits	
e Employee's first name and initial KENNETH		11 Nonqualified plans Suff.	
Last name GREENMAN		12a See instructions for box 12 E 10200.00	
125 RIDGE AVENUE		13 Statutory employee X	
PASSAIC, NJ 07055		12b Third-party sick pay	
		12c	
		12d	
f Employee's address and ZIP code		18 Local wages, tips, etc.	
15 State Employer's state ID number NY 133548993		17 State income tax 8463.96	
		19 Local income tax	
		20 Locality name	

W-2 Statement
 Form Copy D - For Employer
2010
 Department of the Treasury -- Internal Revenue
 For Privacy Act and Paperwork Reduction Act Notice, see back of Form W-2
 0000/1167

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A

22222		a Employee's social security number 083-62-8314		OMB No. 1545-0008	
b Employer identification number (EIN) 13-3548993		1 Wages, tips, other compensation 71657.40			
c Employer's name, address, and ZIP code AISH HATORAH NEW YORK INC 150 WEST 46TH STREET 3RD FLOOR NEW YORK, NY 10036		3 Social security wages 81007.40		4 Social security tax withheld 3402.30	
		5 Medicare wages and tips 81007.40		6 Medicare tax withheld 1174.65	
		7 Social security tips		3 Allocated tips	
d Control number 004-20347-110030		9		10 Dependent care benefits	
e Employee's first name and initial KENNETH		11 Nonqualified plans Suff.		12a See instructions for box 12 E 9350.00	
125 RIDGE AVENUE		13 Statutory employee Retirement plan Third-party sick pay X		12b	
PASSAIC, NJ 07055		14 Other		12c	
f Employee's address and ZIP code		15 State NY		16 State wages, tips, etc. 71657.40	
Employer's state ID number 133548993		17 State income tax 3503.82		18 Local wages, tips, etc.	
		19 Local income tax		20 Locality name	

Form **W-2** Wage and Tax Statement
Copy D - For Employer

2011
0000/1167

Department of the Treasury -- Internal Revenue Service
For Privacy Act and Paperwork Reduction Act Notice, see back of Copy D.

22222		Void	Employee's social security number: 225-11-1299		OMB No. 1545-0008			
b Employer identification number (efin): 13-3548993			1 Wages, tips, other compensation 44734.85		2 Federal income tax withheld 2326.52			
c Employer's name, address, and ZIP code AISH HATORAH NEW YORK INC 150 WEST 46TH STREET 3RD FLOOR NEW YORK, NY 10036			3 Social security wages 44734.85		4 Social security tax withheld 1878.86			
			5 Medicare wages and tips 44734.85		6 Medicare tax withheld 648.69			
			7 Social security tips		8 Allocated tips			
			9		10 Dependent care benefits			
j Control number 004-20347-110031			11 Nonqualified plans		12a See instructions for box 12			
e Employee's first name and initial LAUREN 125 RIDGE AVE. PASSAIC, NJ 07055			Last name GREENMAN		12b			
			Suff.		12c			
			13 Statutory employee Retirement plan Third party sick pay		12d			
			14 Other					
f Employee's address and ZIP code			15 State Employer's state ID number NY 133548993		16 State wages, tips, etc. 44734.85			
			17 State income tax 1917.07		18 Local wages, tips, etc.			
					19 Local income tax			
					20 Locality name			

Form **W-2** Wage and Tax Statement
Copy D - For Employer

2011

Department of the Treasury -- Internal Revenue Service

0000/1167

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22222

Void

a Employee's social security number
225-11-1299

OMB No. 1545-0008

b Employer identification number (EIN)
13-3548993

1 Wages, tips, other compensation
50000.04

2 Federal income tax withheld
2565.00

c Employer's name, address, and ZIP code
AISH HATORAH NEW YORK INC
150 WEST 46TH STREET 3RD FLOOR
NEW YORK, NY 10036

3 Social security wages
50000.04

4 Social security tax withheld
2100.00

5 Medicare wages and tips
50000.04

6 Medicare tax withheld
725.04

7 Social security tips

8 Allocated tips

9

10 Dependent care benefits

d Control number
004-20347-0028

11a See instructions for box 12

e Employee's first name and initial
LAUREN

12a See instructions for box 12

Last name
GREENMAN

12b

125 RIDGE AVE.
PASSAIC, NJ 07055

12c

1 Employee's address and ZIP code

12d

15 State
NY

16 State wages, tips, etc.
50000.04

Employer's state ID number
133548993

17 State income tax
2103.36

18 Local wages, tips, etc.

19 Local income tax

20 Locality name

Form W-2 Wage and Tax Statement
Copy D - For Employer

Department of the Treasury -- Internal Revenue Service

2012

For Privacy Act and Paperwork Reduction Act Notice, see back of Copy D.

0000/1167

COMPUTRY - 1/12/12

22222 Void a Employee's social security number
 083-62-8314 OMB No. 1545-0008

Employer identification number (EIN)
 -3548993

Employer's name, address, and ZIP code
 ISH HATORAH NEW YORK INC
 50 WEST 46TH STREET 3RD FLOOR
 NEW YORK, NY 10036

Control number
 04-20347-0027

Employee's first name and initial Last name
 ENNETH GREENMAN

25 RIDGE AVENUE
 ASSAIC, NJ 07055

Employee's address and ZIP code

State Employee's state ID number 16 State wages, tips, etc. 17 State income tax 18 Local wages, tips, etc. 19 Local income tax 20 Locality name
 NJ 133548993 91208.88 4438.80 91208.88 5896.32

1 Waives, tips, other compensation 2 Federal income tax withheld
 91208.88 5896.32

3 Social security wages 4 Social security tax withheld
 101408.88 4259.16

5 Medicare wages and tips 6 Medicare tax withheld
 101408.88 1470.48

7 Social security tips 8 Allocated tips

9 10 Dependent care benefits

11 Nonqualified plans 12a See instructions for box 12
 E 10200.00

13 Statutory employee Retirement plan Filled-party sick pay 12b

14 Other X 12c

12d

W-2 Statement
 For Employer

2012
 0000/1167

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Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response to any question in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former** directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) PETER HOCHFELDER CHAIRMAN OF THE BOARD	0.00	X					0.	0.	0.	
(2) KENNETH GREENMAN EXEC. DIRECTOR	40.00	X		X			101,409.	0.	93,946.	
(3) MITCH KUFLIK DIRECTOR	0.00	X					0.	0.	0.	
(4) JOHN HOCHFELDER DIRECTOR	0.00	X					0.	0.	0.	
(5) DAVID MOORE DIRECTOR	0.00	X					0.	0.	0.	
(6) JANEGAIL ORRINGER KAHN DIRECTOR	0.00	X					0.	0.	0.	
(7) GARY GOLDSTEIN DIRECTOR	0.00	X					0.	0.	0.	
(8) NICHOLAS DAVIDSON DIRECTOR OF NEW INITIATIVES	40.00	X		X			90,000.	0.	0.	
(9) JACOB FETMAN CONTROLLER / CFO	40.00	X		X			81,504.	0.	9,500.	
(10) WAYNE GOLDHAR EDUCATION DIRECTOR	40.00			X			59,117.	0.	41,400.	
(11) YAAROV GINIGER BROOKLYN COORDINATOR	40.00			X			24,500.	0.	31,674.	
(12) JOSH WINTER CAMPUS DIRECTOR	40.00			X			38,232.	0.	22,899.	
(13) DAVID MARKOWITZ MANAGING DIRECTOR	40.00			X			62,549.	0.	50,300.	
(14) MATT TROPP PROJECT INSPIRE COORDINATOR	40.00			X			71,647.	0.	43,307.	
(15) DAVID STEINBERG EXEC. LEARNING COORDINATOR	40.00			X			38,730.	0.	33,600.	
(16) MICHAEL NORMANN MARKETING DIRECTOR	40.00			X			51,159.	0.	0.	
(17) DAVID RABINOWITZ EXEC. LEARNING	40.00			X			44,810.	0.	24,016.	

BORROWER'S COSTS AND EXPENSES RE: NYCB

Prepaid interest through March 31,2013 (11 days @ \$100,000)	\$1,100.00
Real Estate Tax & Frontage Escrow	\$21,784.72
Appraisal Fee	\$3,000.00
Environmental Audit	\$ N/A
Tax Service Fee	\$213.00
Credit Review Fee	\$500.00
Processing Fee	\$1,500.00
Debt Service Reserve Account	\$10,120.00
Wire Transfer Fee (1)	\$35.00
Commitment Fee	<u>\$ N/A</u>
TOTAL DUE TO NYCB	38,252.72
Less: Amount Previously Paid:	(\$10,000.00)
TOTAL DUE NYCB FROM CLOSING	\$28,252.72

DISBURSEMENT OF LOAN PROCEEDS OTHER THAN TO BORROWER

New York Community Bank	\$28,252.72
Lahr, Dillon, Manzulli, Kelley & Penett, P.C.	\$4,250.00
Kopelowitz & Co.	\$10,800.00
First Choice Global Abstract	\$40,150.28
S&A Realty Management Corp. (Wire Transfer)	\$1,116,547.00

SUMMARY

Loan Proceeds Available: \$1,200,000.00

Paid to NYCB: \$28,252.72

Paid to Other Than NYCB: \$55,200.28

Paid to Borrower: \$1,116,547.00

THE UNDERSIGNED HEREBY:

- 1) ACKNOWLEDGES RECEIPT OF THIS MORTGAGE LOAN CLOSING STATEMENT
- 2) AGREES TO THE CORRECTNESS THEREOF
- 3) AUTHORIZES AND RATIFIES DISBURSEMENT OF THE LOAN PROCEEDS AS HEREIN SET FORTH.

S & A REALTY MANAGEMENT CORP.

By: 

Name: Jacob Fetman

Title: President

MULTIFAMILY/COMMERCIAL MORTGAGE CLOSING STATEMENT

MORTGAGE NO: 11-0643892

DATE: March 21, 2013

MORTGAGOR: Y & T MANAGEMENT CORP.

PREMISES: 750 Washington Avenue

COUNTY: KINGS

CITY: BROOKLYN

PARCEL: Block 1166 Lot 853

STATE: NEW YORK

MORTGAGE AMOUNT: \$1,200,000.00

INTEREST RATE: 3.00%

TERM: 10 years

AMORTIZATION

PERIOD: 30 years

PRESENT AT CLOSING:

NYCB COUNSEL:

Lahr Dillon Manzulli Kelley & Penett, P.C.
Serena M. Stonick, Esq.

BORROWER:

Y & T MANAGEMENT CORP.

By: Jacob Fetman- President

BORROWER'S COUNSEL:

Jon Lefkowitz, Esq.

TITLE COMPANY REPRESENTATIVE: Jill Farber

GENERAL LIABILITY INSURANCE

Company: Everst National Ins Co

Policy No: 7300017487-001

Annual Premium: \$12,674.69

Expiration Date: 8/21/2013

EXCESS LIABILITY & UMBRELLA

Company:

Policy No:

Expiration Date:

WORKMAN'S COMPENSATION & EMPLOYER

Company:

Policy No:

Expiration Date

MONTHLY PAYMENT

PRINCIPAL & INTEREST

\$5,059.25

TAX ESCROW

\$2,085.77

TOTAL

\$7,145.02

FIRST PAYMENT DUE ON:

May 1, 2013

BORROWER'S COSTS AND EXPENSES RE: NYCB

Prepaid interest through N/A (17 days @ \$100.00)	\$1,100.00
Real Estate Tax Escrow	\$4,171.54
Appraisal Fee	\$3,000.00
Environmental Audit	\$ N/A
Tax Service Fee	\$213.00
Credit Review Fee	\$500.00
Processing Fee	\$1,500.00
Debt Service Reserve Account	\$10,120.00
Wire Transfer Fee (1)	\$35.00
Commitment Fee	<u>\$ N/A</u>
TOTAL DUE TO NYCB	\$20,639.54
Less: Amount Previously Paid:	(\$10,000.00)
TOTAL DUE NYCB FROM CLOSING	\$10,639.54

DISBURSEMENT OF LOAN PROCEEDS OTHER THAN TO BORROWER

New York Community Bank	\$10,639.54
Lahr, Dillon, Manzulli, Kelley & Penett, P.C.	\$4,250.00
Kopelowitz & Co.	\$10,800.00
First Choice Global Abstract	\$46,472.59
Y & T Management Corp. (wire transfer)	\$1,127,837.87

SUMMARY

Loan Proceeds Available: \$1,200,000.00

Paid to NYCB: \$10,639.54

Paid to Other Than NYCB: \$61,522.59

Paid to Borrower: \$1,127,837.87

THE UNDERSIGNED HEREBY:

- 1) ACKNOWLEDGES RECEIPT OF THIS MORTGAGE LOAN CLOSING STATEMENT
- 2) AGREES TO THE CORRECTNESS THEREOF
- 3) AUTHORIZES AND RATIFIES DISBURSEMENT OF THE LOAN PROCEEDS AS
HEREIN SET FORTH.

Y & T MANAGEMENT CORP.

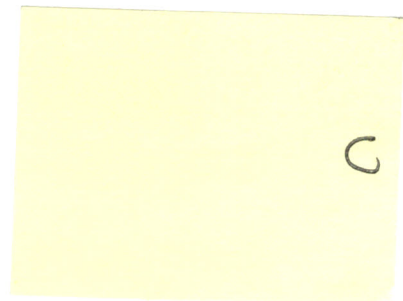
By: 

Name: Jacob Feldman

Title: President



MERKAZ- THE CENTER, INC



Combined Statement
Page 3 of 6 483013395468
Statement Period
05/01/13 through 05/31/13
E0 P PB 0B 60 0012401

Withdrawals and Debits - Continued
Other Debits

Date Posted	Amount (\$)	Description	Bank Reference
* 05/08	1,500,000.00	* Wire Type:Wire Out Date:130508 Time:0949 Et Trn:2013050800140599 Service Ref:003327 Bnf:Platinum Partners Value AR ID:0370610519 Bnf Bk:STERLING National Bank ID:026007773 Pmt Det:99813538 Invetment	903705080140599
05/08	25.00	Wire Transfer Fee	903705080140599
05/14	4,499.60	Transfer Merkaz- The Center, Emblem Health Service Confirmation# 2554985009	957105147532427
05/14	61.62	Compupay, Inc Des:We Debits ID:004-043922	900633005757382
05/15	10.00	Indn:Merkaz - The Center Co ID:5592022495 Ced External transfer fee - Next Day - 05/14/2013 Confirmation: 100110736	943205150006037
05/20	6,278.72	American Express Des:ACH Pmt ID:W0824	900640006936793
05/24	2,000.00	Indn:Tammy Fetman Co ID:1133133497 Web Online scheduled transfer to Chk 5194 Confirmation# 4839136256	957105247571344
05/28	15,000.00	Wire Type:Intl Out Date:130529 Time:1719 Et Trn:2013052800454748 Service Ref:118854 Bnf:Fernando Ramirez ID:14769440-00 Bnf Bk:Banco C Ontinental S.A.E ID:006550943514 Pmt Det:100844788 Adminstration IN Py	903705280454748
05/28	45.00	Wire Transfer Fee	903705280454748
05/30	61.62	Compupay, Inc Des:We Debits ID:004-043922 Indn:Merkaz - The Center Co ID:5592022495 Ced	900649013571953

Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
05/01	1,982,564.72	05/14	526,118.31	05/28	509,874.59
05/07	1,981,519.72	05/15	526,108.31	05/30	509,812.97
05/08	481,494.72	05/20	519,829.59		
05/10	532,079.53	05/24	524,919.59		



MERKAZ THE CENTER, INC

Combined Statement
 Page 3 of 8 483013395468
 Statement Period
 04/01/13 through 04/30/13
 E0 P PB 0B 60 001284

**Withdrawals and Debits
 Checks**

Check Number	Amount (\$)	Date Posted	Bank Reference	Check Number	Amount (\$)	Date Posted	Bank Reference
	100.00	04/22	813006692636134	1923	1,500.86	04/22	813006792783167
1918	379.00	04/08	813005992921423	1924	35.00	04/12	813008992599224
1919	35.00	04/08	813004592415599	1925	175.00	04/30	813009692434082
1920	100.00	04/15	813007092899320	1927*	92.00	04/22	813009492443301
1921	80.00	04/15	813009392743203	1928	5,000.00	04/22	813000692518451
1922	1,000.00	04/17	813006192708227	1929	615.00	04/30	813006692730615

* Gap in sequential check numbers

Other Debits

Date Posted	Amount (\$)	Description	Bank Reference
04/01	1,600.00	Online scheduled transfer to Chk 5194 Confirmation# 4581469410	957104017581637
04/05	3,000.00	Wire Type: Intl Out Date: 130405 Time: 0855 Et Trn: 2013040500116731 Service Ref: 581756 Bnf: Fernando Ramirez ID: 14769440-00 Bnf Bk: Banco C Ontinental S.A.E ID: 006550943514 Pmt Det: 98004898	903704050116731
04/05	45.00	Wire Transfer Fee	903704050116731
04/12	50.70	Compupay, Inc Des: We Debits ID: 004-043922	900601010364217
04/19	250,000.00	Indn: Merkaz - The Center Co ID: 5592022495 Ccd Wire Type: Wire Out Date: 130419 Time: 1240 Et Trn: 2013041900187478 Service Ref: 007386 Bnf: Bayberry Consumer Finance ID: 7047564292 Bnf Bk: Capital One, N.A. ID: 021407912 Pmt Det 9875 6420	903704190187478
04/19	25.00	Wire Transfer Fee	903704190187478
04/26	2,000.00	Online scheduled transfer to Chk 5194 Confirmation# 4797178558	957104267520657
04/29	61.62	Compupay, Inc Des: We Debits ID: 004-043922 Indn: Merkaz - The Center Co ID: 5592022495 Ccd	900616006731900

Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
04/01	97,101.30	04/11	2,196,691.10	04/22	1,981,267.54
04/03	98,150.10	04/12	2,196,605.40	04/25	1,986,631.54
04/05	95,105.10	04/15	2,238,525.40	04/26	1,984,631.54
04/08	94,691.10	04/17	2,237,785.40	04/29	1,984,569.92
04/09	96,691.10	04/19	1,987,760.40	04/30	1,984,164.72

Recorded conversation between Tammy Fetman and Rabbi David Cohen (RDC)

October 30, 2013

5:29 pm length: 2 minutes 39 seconds.

Only Rabbi Cohen can be heard.



Phone Ringing

Mrs. Cohen: Hello, pause, he will be available tonight on either one of the two lines. Pause. yeah, Yaakov, yeah, hold on a minute, hold on.

Long Pause

Mrs. Cohen: Just hold a minute, please.

RDC: Mrs. Fetman, I am going to order, because of the obstruction that your husband is doing, you must control him, 'cuz I am ordering that they go to the authorities, RIGHT NOW. Right now, he did a thing just the opposite of what we were spent so much time today, he did the exact opposite, which means he is doing his best to cover up to steal money from Aish Hatorah. I can't say anything else, that's what he is out to do. He stole the money already, now he is doing whatever he can to cover up. I am ordering them, that if he doesn't undo what he just now did, and if there is one, please, I don't want to listen, I want to speak. If he doesn't undo it, or if he does one more thing which is going to be contrary to the directives, I am sending him to the authorities, come what may. That's all. I don't care that you are making a wedding. You are in the process of helping him steal if you don't control him. Please control him. I don't want to listen; I am just telling you what I am going to order. Ok? He is stealing and he is stealing from a mosad. Ok? Please control him. If you don't, it will be bizyonos. Kol tuv.

Sara Ovitsh hereby certify that I have listened to the entire recorded conversation in an MP3 document, and the foregoing is a true and accurate transcription thereof

Sworn to before me this ²⁶ day of ²⁸ May 2014

Printed Name: Sara Ovitsh

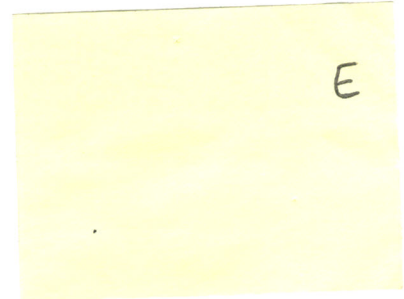
Signed Name: [Signature]

JON A. LEFKOWITZ
Notary Public, State of New York
No. 02120022000
Qualified in Kings County
Commission Expires Jan. 18, 2018

Recorded phone conversation between Jacob Fetman (JF) and Rabbi David Cohen (RDC)

Dated: November 21, 2013 -2:57 pm

Length: 2 minutes 12 seconds of conversation.



Mrs. Cohen: Hello

JF: Yeah, Hi Rebbetzin, It's Yanki Fetman. Is the Rav available, please?

Mrs. Cohen: Yes, one second, please.

RDC: Hello

JF: Shalom Aleichem Rav. I apologize for not getting back to you earlier, I did not pick up the message until just now.

RDC: Yeah, but yesterday when I gave it to you, I said I wanted it tomorrow morning.

JF: Rav, 100%, I ...

RDC: So, are you on the way now?

JF: My apologies, for the past, since the Rav gave me that letter, I have been talking to Yaakov Lipnitzki and Stuart Schabbes, or trying to reach them, and Mr. Lipset to, to intervene on our behalf. I don't think that the Rav is, is updated on what's going on and I am (garbled)

RDC: I am updated, I am updated on everything and I want those papers that I gave you and I want them now.

JF: Rav, can I ask, um, for, ok, we are still doing sheva brachos tonight...

RDC: Nobody is going to take anything from you that's not yours. Anything that is yours will not be taken from you. I want those papers now, don't give me sheva brachos.

JF: Rav, is it possible...

RDC: **I want them now, NO, I want them now.**

JF: Rav, I cannot sign something for a , em, a building that is not mine.

RDC: **I want, whatever it is, I want them now. We'll worry about the legality later. I want those papers I gave you now.**

JF: But Rav, I am asking, I am begging, I am begging...

RDC: I know, I am begging you too for your good. I want them now and I can't stay on the phone now, I take shailos, I want those papers now. It's not going to be good for you if I don't have them. Have a good day.

I Sara Oritsh hereby certify that I have listened to the entire recorded conversation in an MP3 document, and the foregoing is a true and accurate transcription thereof

Sworn to before me this day of ²⁶ May, 2014 _____

Printed Name: Sara Oritsh

Signed Name: [Signature]

[Signature]
JON A. LEFKOWITZ
Notary Public, State of New York
No. 00126022000
Qualified in Kings County
Commission Expires Jan. 18, 2019

(F)



RICHARDS KIBBE & ORBE LLP

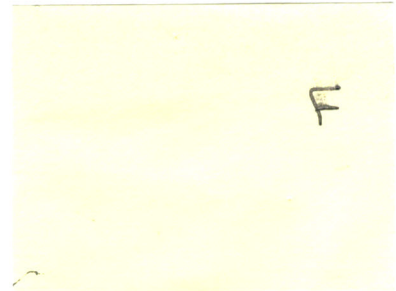
December 23, 2013

Daniel L. Stein
D 212.530.1830
F 917.344.8830
dstein@rkollp.com

By Federal Express

Platinum Partners
152 West 57th Street
4th Floor
New York, New York 10019

Attention: Mr. David Ottensoser
Mr. Joel Edelstein
Mr. Michael Kimmelman



Re: Immediate Revocation and Termination of Authority to Transfer Assets

Dear Sirs:

This firm represents Mr. Jacob Fetman. We write to you in connection with the attached document dated November 14, 2013 (the "Authority"), in which Mr. Fetman, on behalf of Merkaz – The Center, Inc., authorized you to transfer all interests in Platinum Partners Value Arbitrage Fund (International) Ltd. and Bayberry Consumer Finance Fund LLC (the "Assets") to the Ober Kaler Grimes & Shriver Attorney Escrow Account (the "Escrow Account").

Please take notice that Mr. Fetman has, with immediate effect, terminated and revoked the Authority. Accordingly, you no longer have the legal authority to transfer any Assets to the Escrow Account or to any other person or entity. You are directed not to take any further actions with respect to the Assets, including, without limitation, any transfers of the Assets, except in accordance with further express written instructions issued by Mr. Fetman.

Please direct all questions or correspondence concerning this matter to me. Thank you for your attention to this matter.

Very truly yours,

Daniel L. Stein

(Enclosure)

cc: Mr. Jacob Fetman (by e-mail)

Merkaz – The Center, Inc
Jacob Fetman
1743 Ocean Ave.
Brooklyn, NY 11230

Thursday, November 14, 2013

ATTENTION: David Ottensoser, Joel Edelstein & Michael Kimelman,

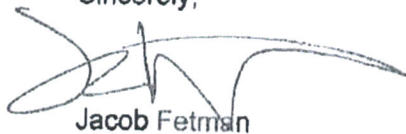
Please be advised that I hereby grant irrevocable authority to Platinum Partners Value Arbitrage Fund (International) Ltd. ("PPVA") to transfer all of my assets in PPVA, in addition to my redemption proceeds from PPVA, per the redemption requests I've submitted for PPVA, into the escrow account identified below.

In addition I hereby grant irrevocable authority to Bayberry Consumer Finance Fund LLC ("Bayberry") to transfer all of my assets, which include interest payments and interest and principal payments, as well as all monthly distributions, into the escrow account identified below.

Wiring Instructions for Bank of America

Bank Name: Bank of America
100 South Charles Street, Baltimore, MD 21202
ABA #: 026009593
Account #: 002009017492
Account Name: Ober Kaler Grimes & Shriver Attorney Escrow
Swift Code: BOFAUS3N (for international wires)

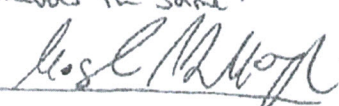
Sincerely,


Jacob Fetman

State of New York

County of Kings

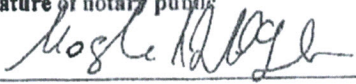
On this 14th of November, 2013 before me personally came Jacob Fetman, to me known to be the person(s) described in the foregoing document; and he ~~and~~ acknowledged that he executed the same.

Signature
of Notary: 

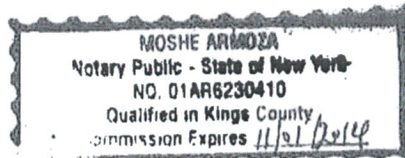
Date: 11/14/13



State of New York ss: _____
County of Kings
On this 14th day of November, 2013, before me personally
came, Jacob Fetman to me known to be the person(s) described in
the foregoing document; and he/she/they acknowledged that he/she/they executed the
same.

Signature of notary public 	Date <u>11/14/2013</u>
---	---------------------------

Notary public: affix stamp (or other indication of your notary authority)





RICHARDS KIBBE & ORBE LLP

G

December 27, 2013

Daniel L. Stein
D 212.530.1830
F 917.344.8830
dstein@rkollp.com

By Facsimile

Rabbi Dovid Cohen

Dear Rabbi Cohen:

As you know, we represent Jacob Fetman in connection with a certain dispute between Mr. Fetman and Aish HaTorah NY, Inc. ("Aish NY").

On December 23, 2013, Aish NY filed a petition in New York Supreme Court, Kings County, seeking to confirm your determination. This action leaves Mr. Fetman with no choice but to defend himself vigorously in court. Mr. Fetman fears that a great chilul hashem (desecration of the name of G-D) will result from these legal actions, and that these legal actions may prove detrimental to many. I am told that Rabbi Hillel Weinberg is planning to travel immediately to New York so that he may personally address this matter.

We write to respectfully request that you suspend your determination, and direct Aish NY to withdraw their court filing, until a full bais din is convened and the matter between Jacob Fetman and Aish NY is fully explored. Mr. Fetman is ready, and is obligating himself, to adhere to any determination by a full bais din.

Respectfully submitted,

Daniel L. Stein

Subject: Dear Aish NY Board members

From: Jacob Fetman (jfetman@yahoo.com)

To: phochfelder@bccny.com; mkuflik@bccny.com; ggoldstein@whitneygroup.com; janegail.orringer@yahoo.com; jeffmschachter@gmail.com;

Cc: dstein@rkollp.com; jonalefkowitz@gmail.com;

Bcc: jfetman@yahoo.com; morahitammy@yahoo.com;

Date: Wednesday, February 26, 2014 4:23 PM

Dear board members,

I understand that you were told by Rabbi Greenman that Jacob Fetman is a pathological liar and a thief. What you may not know is that Rabbi Greenman is telling you these lies only to protect himself. He needs to try to damage my credibility with you, so that he can try to defend his own misconduct. But the truth is my credibility does not matter, because the facts I wish to present to you (and which I have tried to present in the past) are completely true and verifiable. Even Mr Lipnitsky -- who has been working to cover up much of this for the past few months -- will have to admit that much of what I am saying is true.

The fact is that Rabbi Greenman has been manipulating you and the other donors to Aish New York for years. He has repeatedly lied to you and other donors about Aish NY's program successes and the financials associated with these programs.

You may not care that his "salary" of \$400,000 was paid, in part, through phony "grants" to his kids' schools (including university payments), which were, in fact, payments of tuition for his benefit. You may not care that Aish was paying the mortgage on Rabbi Greenman's house in Passaic, far in excess of what was reported as parsonage on the organization's 990s, or that Rabbi Greenman had me use Aish funds to pay the catering hall for his daughter's wedding, or that Aish paid Marty Mayer, the caterer, for Rabbi Greenman's bar mitzvah. You may not even care that Rabbi Greenman used Aish's name and resources to raise funds for his sister whose home was damaged by Hurricane Sandy. You may not care about any of these examples of Rabbi Greenman's deceit, or the many others I could name. I'm asking you to care, however, about the way Rabbi Greenman has mistreated me. He devised a vicious scheme and executed it against me weeks before we were making a chasuna. He threatened to tell my daughter's future in-laws that I was under investigation for stealing from Aish, because he knew full well that the mere hint of such malicious gossip could derail the wedding. He calculated (correctly, as it turns out) that days before the wedding I was so vulnerable that when he threatened me I actually signed our assets into an escrow managed by Aish's attorney. He had that attorney pressure me into signing away those assets, by making me think that the "legalities" would be worked out later, when the reality was that Rabbi Greenman and his attorney tricked me into signing away properties that did not even belong to me. I was led to believe that Rabbi Cohen, whom I had heard of and respected, would listen to the facts and determine the real situation, but Rabbi Cohen was poisoned by hours of conversations with Rabbi Greenman away from the meetings we had, and acted in an extremely partial way. After the second meeting we had, I felt that I needed an attorney because of the legal documents I had been pressured into signing

under threats from Rabbi Greenman and Rabbi Cohen. In the third meeting, Rabbi Cohen was very agitated that I had hired an attorney and yelled at me and my attorney, stating that the fact I hired an attorney was an admission of guilt on my behalf. My attorney presented documents to Rabbi Cohen and Rabbi Greenman revoking any and all legal documents that were signed by me under duress. While it was agreed at the end of the meeting that we would have a follow up meeting, within days, upon the insistence and encouragement of Rabbi Greenman, Rabbi Cohen issued a determination that I stole the outlandish amount of twenty million dollars. Needless to say we don't have anywhere near that amount of money. Then, without any notice to me or my attorney, Rabbi Greenman went to court on Christmas Eve and had an order entered against me freezing all of the properties that I had been pressured into signing over to him. I have offered repeatedly to meet with Aish's attorneys to answer all of their questions – and to provide all of the information I have about Rabbi Greenman's misconduct – but they will not meet with me. Meanwhile, Rabbi Greenman has been busy covering up his tracks. It's difficult to cover up a salary to his wife that can be traced directly to his pay check (as he's asked me to reduce the salary Aish reported for him on the books and pay his wife instead). The years Aish was paying his mortgage is easily traced. Even when he had his mortgage interest lowered, Aish still didn't get a break. He had me continue to pay the same amount as before and apply the rest to the principal. I told Mr Lipnitsky and attorney Schabes about this months ago, but they have not shown any interest in getting to the truth, only in coming after me. Rabbi Greenman blackmailed me and extorted me. You have the ability and the obligation to investigate this affair thoroughly. That's all I'm asking you to do, because I know that a full and fair investigation will bring the truth to light.

Sincerely,

Jacob Fetman
646-261-0200

Please see below the original email that was sent to R. Hillel Weinberg, Rabbi Eric Coopersmith, Mr. Hochfelder and Mr. Kuflik:

On Dec 24, 2013, at 9:42 PM, Jacob Fetman <jfetman@yahoo.com> wrote:

Dear Rosh HaYeshiva, Rabbi Coopersmith, Mr. Hochfelder and Mr. Kuflik,

Following accusations made against me by Rabbi Greenman / Aish Hatorah NY, I feel that in order to defend myself, I must submit the following information to you. Please understand that I attempted to resolve this with Rabbi Greenman by agreeing to see a respected Rabbi at a Din Torah. However, things spiraled out of control very quickly when Rabbi Greenman began to make false accusations against me and trumpeted up severe charges against me. The Din Torah which was supposed to be fair and impartial deteriorated after the very first

meeting to false accusations. We were told that no contact should be attempted with the Rabbi without the other party being there, yet Rabbi Greenman constantly was discussing the case with Rabbi Cohen and I feel Rabbi Cohen lost any and all objectivity. After the very first meeting, Rabbi Cohen would not speak to me and in fact had communicated with me via Rabbi Greenman - relating how irate and upset he was with me.

Rabbi Greenman claim that a forensic accountant determined that I stole 2.4 million dollars is patently false, based on misunderstanding of our accounting system which I was ready and willing to explain and substantiate. Rabbi Greenman and Rabbi Cohen *arbitrarily* decided that the number is probably closer to 20 million dollars that was taken from Aish NY! This is completely and utterly false! I am here to state vociferously that this is an abject, outright lie!

I was asked in the first meeting and I produced my financial position (showing net worth of about \$6M) including our real estate holdings. It will be a small effort to verify the accuracy of this information which can be verified and is 100% authentic. Practically ALL our value can be easily traced to real estate appreciation, our own home and 2 residential buildings I purchased approximately 18 and 15 years ago. This accusation is unsubstantiated and I have repeatedly welcomed a complete and thorough investigation. I am being condemned unfairly and I feel that I have no recourse but to report this entire fiasco to the authorities. My fear is that once the NY State AG and or the US attorney begins an investigation into these accusations, it will open up a Pandora's Box of troubles for the entire organization. The accusation is so outlandish and patently false that I feel it will cause great Chilul Hashem with the authorities and that's why I feel compelled to approach you directly.

To understand the full context of this dispute, please consider the following questions.
What's Rabbi Greenman's salary? - Is it the amount reported on Aish NY's 990's earlier this year? What's the real salary of any of the other people reported on Aish NY's 990's?
What's the relationship between Aish NY and any of the other affiliates, such as Aish UK and Project Inspire - Why are they on the Aish NY accounting system?
Why does 40% of donations made by Mr. Kuflik to Project Inspire end up by Rabbi Greenman?

Does Aish NY's communications with donors, (such as Andrew Shechtel and Mark Charendorff, Paul Singer and others), show the real financial and operational situation or is there a considerable 'dress up' before sending results to donors?

I feel that Aish HaTorah is a wonderful organization that has done a lot of good for many people. Years ago, when I spoke to the late Rosh Yeshiva, zt"l, and expressed my concerns about how the organization was run, he said to me that he understood that sometimes things were a little sloppy, but if the end result was good, it was ok to overlook it. I feel tremendous responsibility in having helped perpetuate this 'sloppy' system and would like to come clean and rectify what was done wrong. Please contact me at your earliest convenience.

Thank you.
Jacob Fetman
646 261 0200

Subject: Dear Aish NY Board members
From: Jacob Fetman (jfetman@yahoo.com)
To: dstein@rkollp.com; morahtammy@yahoo.com;
Date: Thursday, February 27, 2014 3:47 PM

Dear Board Members,

I think its important that the legal proceedings are shared with you in their entirety. I am attaching everything that was already filed by Aish in court and our reply and counterclaims.

I also wanted to to give you some evidence in support of what I mentioned yesterday.

One of the 'donations' that Rabbi Greenman collected for his sister was from his brother - The check came from a foundation and promptly a check from Aish was sent to Chabad (Aish Check # 27045)

11/6/12 the RZH Foundation Doron Stern for Sister Deena (Intrator Fund) \$5,000.00

Chabad of the Five Towns (Intrator Fund) \$(5,000.00)

I also mentioned that Rabbi Greenman used Aish funds as his own - I mentioned him paying for his sons Bar Mitzvah - via check drawn from the Bear Stearns account (check # 101) \$3701.50 memo - "Yitz Bar Mitzvah".

Lastly, for the benefit of the board member that wanted to get clarification about Mrs. Greenman being on Aish payroll - while she is technically working for a project called 'Ahavas Yisrael', the entire budget for this project is \$25K annually, which is paid to a person in Passaic helping her and cover other minimal expenses . Mrs. Greenman does not hold a paid position and her \$50k pay check can be traced directly to a reduction in Rabbi Greenman's reportable salary.

As you will learn from the attached documents, I had \$500K (is escrow since the directive of Rabbi Cohen even before ANY evidence was presented) in liquid assets and approximately \$1.8M invested with a hedge fund (which was opened in May 2013).

I already proved the source of the funds as coming from mortgages (2.4M borrowed in April 2013) that I took out on two apartment buildings I purchased 15 years ago - which were paid off since 2010. I will be happy to send you more information about these real estate transactions.

Print

<https://us-mg6.mail.yahoo.com/neo/launch?.rand=53j2g043qhfs#818>

Please don't let this malicious prosecution go on.

Sincerely,

Jacob Fetman

Subject: Dear Aish NY Board Members

From: Jacob Fetman (jfetman@yahoo.com)

To: phochfelder@bccny.com; mkuflik@bccny.com; ggoldstein@whitneygroup.com; janegail.orringer@yahoo.com; jeffmschachter@gmail.com;

Cc: dstein@rkollp.com; jonalefkowitz@gmail.com;

Bcc: morahammy@yahoo.com; Pdevlin@rkollp.com; jfetman@yahoo.com;

Date: Friday, February 28, 2014 1:41 PM

Dear Board members,

In previous communication I mentioned Rabbi Greenman's college tuition payments for his kids that were charged to Aish - for example:

On Amex ending 92004 12/21/2010 \$ 4712.30 Mercy College
On Amex ending 01005 5/3/2011 \$ 2422.44 - Mercy College

I also want to bring to your attention issues concerning others at Aish - such as Rabbi David Markowitz the current COO of Aish.

As recently as September 2013 (there were other such 'donations') he "donated" approximately 6k in stock to Aish Hatorah, only to have me write checks from Aish to cover his personal expenses and obligations. Rabbi Greenman signed these checks and was well aware and was an active participant in this arrangement.

To the board member that requested more info as to Rabbi Greenman claim that I worked behind the scenes and he had no idea what was going on, I would answer that I had no way of knowing his wife's social and pertinent info to put her on the payroll. Rabbi Greenman gave me that information instructing me to do it. His mortgage statements that were mailed to his home, were brought to the office by him and he clearly instructed me to pay them with aish funds. When his mortgage payment was changed due to him refinancing and lowering the interest rate, he had me continue and pay the larger amount applying the rest to principal. Also, the past year and a half Rabbi Greenman alone scrutinized and signed every check from Aish. It is ludicrous to think he didn't know exactly what was going on.

Good shabbos

Jacob Fetman

Subject: Dear Aish NY Board Rabbi Hillel Weinberg and Rabbi Eric Coopersmith

From: Jacob Fatman (jfatman@yahoo.com)

To: phochfelder@bccny.com; mkuflik@bccny.com; janegail.orringer@yahoo.com; ggoldstein@whitneygroup.com; rhaish@gmail.com; ecoopersmith@aish.com;

Cc: dstein@rkollp.com; jonalefkowitz@gmail.com;

Bcc: morahitammy@yahoo.com; jfatman@yahoo.com;

Date: Monday, March 3, 2014 1:55 PM

Dear Aish NY Board, The Rosh HaYehiva and Rabbi Coopersmith,

As you may know, as of Mid October 2013, I am no longer working for Aish NY, having been dismissed by Rabbi Greenman.

In short, Rabbi Greenman is accusing me of theft and misappropriation of Aish NY funds. I want to make you aware of the following.

Aish HaTorah New York's policy is that senior and Rabbinical staff gets paid a part of their compensation

'off the books'. As can be learned from the attached IRS filing form 990 for 2012 (page 7) filed in late July 2013. Rabbi Greenman, the Exec. Director of Aish NY, reportable compensation for 2012 was \$101,409 where in fact it was about \$400,000. Nik Davidson's reportable salary was \$90,000 when in fact it was about \$200,000, Rabbi Winter's salary - reported as \$38,232 is over \$100,000, Rabbi Markowitz's reportable salary was \$62,549 when in fact it was about \$150,000. My reported salary was \$81,504 and in reality it was \$135,000.

The 'off the books' compensation consisted of home mortgage payments for Rabbi Greenman as well as tuition payments and personal charges on Aish credit cards for Rabbi Greenman, Nik Davidson, Rabbi Horan, Rabbi Wolfe, myself and others who use credit cards issued to them by Aish for personal charges.

What amounts to me charging a part of my salary - (approximately \$25K annually over the last few years) on Aish credit cards, as do others in the organization, and getting extra compensation from Project Inspire, the Aish Center and others for work I did for them, is now being contested by Rabbi Greenman as illegitimate. While I did not report my extra compensation from our affiliates which was paid to me via Aish NY, the situation is now being blown way out of proportion and I feel that it is important to share all the details with you.

In 2010, when Project Inspire became its own entity and wanted to establish its own identity and bank account, I was instructed to open a bank account that had a DBA (Doing Business As) of Project Inspire. Because the IRS frowns upon charities operating under DBA's I sought to limit the exposure and set it up in a way that only checks written to "project Inspire" would be directed to that account and the bulk of the monies designated for Project Inspire were still coming directly to Aish HaTorah New York's account. Monies that accumulated in the Project Inspire account were transferred to another charity (Merkaz) and

granted back to Aish NY. Since the inception of that account in 2010, a total of \$686,856 was transferred from Aish NY's Project Inspired account to the charity and over \$650,000 was transferred back to Aish NY's proper bank account to date. That money was paid in checks to Aish NY or paid to others on behalf of Project Inspire, I have copies of these payments and I provided them to the forensic accountant Aish hired. Other monies that were paid to me by Project Inspire were left with the charity account as my compensation.

I was fortunate to be able to buy our own house almost 20 years ago, a two family home that was purchased for just \$220K and is now worth over a million dollars. About 15 years ago I have invested in an apartment building, buying it for \$450K (with less than \$60K down, a large portion borrowed from credit cards) which has appreciated in value to over 2 million dollars. About a year later, I invested in another building near by, buying it for \$550K (also about 85% mortgage and the rest financed by credit cards) which has appreciated and is also worth over 2 million dollars now. Over the last few years, as interest rates went to all time lows, I have mortgaged out everything. I took out mortgages in the total sum of \$3.4 million dollars. We purchased and built a shul and a community center next to my house for about \$1.5 million dollars, and invested approximately \$1.8 million dollars in a hedge fund.

When I was asked to provide our list of assets and holdings as a part of this dispute, I disclosed the existence of the hedge fund in which we invested the money as well as our real estate holdings. Rabbi Greenman insisted thru his attorney that all our liquid assets be put in escrow, intimating to me that if I don't comply, my mechutan (my daughter's future in laws) will get certain calls accusing me of stealing money from Aish which may G-d forbid could have resulted in my daughter's wedding being cancelled. Being literally days before making a chasuna, I was pressured and blackmailed to transfer all our liquid assets and the hedge fund balance totaling just over 2.3 million dollars to an escrow account established by Rabbi Greenman's attorney. I was also directed and pressured to transfer all our real estate holdings into the escrow as well, even some real estate belonging to my parents, which was in my name 'in name only' was also demanded to be transferred over. I felt that I could not respond and fight these accusations while the the wedding and Sheva Brochos were still going on.

As you know, we didn't have any board meetings since February of 2009 (at least thru late Oct. 2013), as Rabbi Greenman felt that it was not important (as many members were not donating the monies Rabbi Greenman thought would be worth his time..), and essentially ran the organization by himself with no oversight.

I know I should have separated myself from such policies and report them to the Board. However, what's happening right now is the reason I didn't feel I can approach the board - when I present you clear evidence of misdeeds and blatant crimes on behalf of Rabbi Greenman (as you clearly see from my past few emails to you) you are not taking the appropriate actions and Rabbi Greenman is still allowed to lead this organization as if nothing has happened.

I feel unjustly singled out when that was the policy of our office. Even though I was the accountant, I did not institute, create or recommend this system, it is just the way things were ran - all at the insistence and behest of Rabbi Greenman. These were the directives and guidelines issued to me by my superiors, the Exec. Director and the COO of Aish NY.

This dispute between me and Rabbi Greenman is something that can potentially lead to great ramifications to Aish NY, Aish NY staff (As, for example, some Rabbinical staff are on medicaid as the reported income they get puts them under the threshold and makes them eligible to receive benefits) and the whole Aish organization. The activities will be scrutinized to such an extent that I feel compelled to get you all involved in trying to reach a resolution.

I am requesting your help and guidance resolving this terrible situation. From the very beginning I requested a FAIR and IMPARTIAL opportunity to be heard. I requested to go a real Bais Din that will listen and evaluate the evidence and than will issue a judgement. Not the defective process we had with Rabbi Cohen - where he 'decided' my guilt based on hours of ex-parte communications he had with Rabbi Greenman and without ANY evidence.

I feel that Aish HaTorah is a wonderful organization that has done a lot of good for many people. Years ago, when I spoke to the late Rosh Yeshiva, zt"l, and expressed my concerns about how the organization was run here, he said to me that he understood that sometimes things were a little sloppy, but if the end result was good, it was ok to overlook it. I feel tremendous responsibility in having helped perpetuate this 'sloppy' system and would like to come clean and rectify what was done wrong. Please contact me at your earliest convenience.

I want to share with you the extreme pressures Rabbi Greenman put us thru. Please read on an email exchange between my wife Tammy and Rabbi Greenman (RDC is Rabbi Dovid Cohen..) Even though Rabbi Greenman is working diligently to expunge much of the evidence with the help of Tech Masters - the evidence will come out and will show the abuse of power and abuse of process perpetrated by Rabbi Greenman on behalf of Aish NY board. As you read on please keep in mind that this is going on DAYS before the wedding and DURING the Sheva Brochos. When we requested legal opinion we were told by attorney Shabbes that 'we will deal with the legalities later'. Its time now to deal with the legalities.

Thank you.

Jacob Fetman

----- Forwarded Message -----

From: Tammy Fetman <morahTammy@yahoo.com>

To: Yyitz@aol.com

Sent: Saturday, November 23, 2013 11:22 PM

Subject: Re: yaakov, tammy, victor and stuart re: power of attorney

Wow. I am amazed. I am not sure what you are referring to. We went twice on Friday to get

the document notarized in its entirety. The first time it was from the original copy Rav Dovid gave Yanki. Since it was from a fax, the pages may not have been aligned properly and therefore, it wasn't clear where to sign. The second time was from the email you sent in Friday. I am unsure what was not done or signed, since we went back to that notary with the entire document and I fully believe we resigned all the requested pages. We did not have an opportunity to make any copies of anything and simply dropped off the paperwork on Friday. We were in a rush, but I am pretty sure that everything was signed and returned to the Rav. In no way was anyone trying to be disrespectful! I do not see any attachments to this email. Please re-send that page and we will try to get that page re-signed on Monday morning, bli neder.

Regards,
Tammy Fetman

On Fri, 11/22/13, Yyitz@aol.com <Yyitz@aol.com> wrote:

Subject: Re: yaakov, tammy, victor and stuart re: power of attorney
To: morahitammy@gmail.com, morahitammy@yahoo.com, jacobfetman@gmail.com,
jacobfetman@yahoo.com, vlipnitsky@invotex.com, smschabes@ober.com, yyitz@aol.com
Date: Friday, November 22, 2013, 12:53 PM

i will not comment on this email from you, but only to tell you the following:

a) i have NOT been calling the Rav, he has been calling me

b) as in this past minute, the Rav called me to tell me to re email the document to you and tell you that: "I am going to hit the ceiling if Jacob Fetman does not sign page 4 and get it notarized and back to me NOW. they are playing games and wasting my time and i am going to HIT THE CEILING if he doesn't get page 4 notarized and back to me immediately. i direct you to

tell them this and they are in contempt of beis
din". this is a quote from
him.

enclosed you will find
the document and must go
to that notary that you used and get page 4
notarized.

In a message dated 11/22/2013 12:05:37 P.M. Eastern
Standard Time,

мораhtамmy@yahoo.com writes:

Yitz,

Yanki and I just ran to take care of this. I feel very,
very upset that at this time, when you know that we are
surrounded by family,
that this was done now. This most certainly could have
waited until Monday.

Also, I am really hurt that you have been speaking to Rav
Dovid and

influencing him against us. All we asked of him was if
this could wait until

next week. His anger and inflexibility cause us a lot of
pain. We are trying

to be compliant with everything that was asked of us.

Yanki will be completely

back on board on Monday after everyone leaves. We are
very, very upset that

this had to happen NOW.

Yanki and I are physically sick and strained and

this is extremely hard on us. The Rav is livid and
perceives us as being

chutzpahdik and disrespectful. I simply don't have the
time of the wherewithal

to deal with this now. I have a ton of work and cooking to
finish before

Shabbos. I must go now. I will not be reading or opening
any more emails until

Sunday.

Good Shabbos.

Regards,

Tammy

Fetman

On Fri,
11/22/13, Yyitz@aol.com <Yyitz@aol.com> wrote:

Subject: Re:

yaakov, tammy, victor and stuart re: power of attorney

To:

jacobfetman@gmail.com

Cc: morahtammy@gmail.com, morahtammy@yahoo.com,

jacobfetman@yahoo.com, vlipnitsky@invotex.com,

smschabes@ober.com,

yyitz@aol.com

Date: Friday, November 22, 2013, 11:24

AM

jacob: enclosed is the
original document
that RDC instructed me to
email you.

you need to

a) print it out. this document,
as it needs
to be the same printed
pages.

b) both of you
need to initial next to P on page 2
and then sign pages
4,5 and
6...under YOUR own names, not under the ravs or
stuart schabes'

names. You both need to sign on page 6 for
Merkaz. All
signatures
must be notarized.

c) bring back the whole
document, all 9 printed

pages that you
printed out in step a)
to RDC asap. he said that
he wants it

NOW

In a message dated 11/22/2013
11:05:16 A.M. Eastern
Standard Time,
jacobfetman@gmail.com
writes:

We took the original document
given to me by the Rav
to be notarized. We
both notarized
it this morning. If there was something
wrong we will correct
it.

What was done wrong please clarify -

On Fri, Nov 22, 2013
at 10:34 AM,
<Yyitz@aol.com> wrote:

i just rec'd a strong phone
call from rav
dovid
cohen telling me to email a copy of the
power
of
attorney to the
fetmans because the
document that they brought him
was done completely

incorrectly. he said that he does not accept their
apology, they are

playing games and that they are not
compliant with his

requests.

enclosed is
the power of attorney letter
that the fetmans had

agreed to sign. yaakov and tammy, the
rav demands
that
you print it
and get it signed and notarized
correctly
this time and
bring it back to him
"NOW," in his
words.

Reply, Reply All or Forward | More
Tammy Fetman
To Me
Today at 11:32 AM

Print

<https://us-mg6.mail.yahoo.com/neo/launch?.rand=53j2g043qhfss#111>

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Yitz,

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Good Shabbos.

Regards,
Tammy
Fetman

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11/22/13, Yyitz@aol.com <Yyitz@aol.com> wrote:

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original document
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4,5 and
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bring it back to him
"NOW," in his
words.

[Reply](#), [Reply All](#) or [Forward](#) | [More](#)

Tammy Fetman
To Me
Today at 11:32 AM

Regards,
Tammy Fetman

Subject: Dear Aish NY Board members. Rabbi Eric Coopersmith

From: Jacob Fetman (jfetman@yahoo.com)

To: phochfelder@bccny.com; mkuflik@bccny.com; ggoldstein@whitneygroup.com; janegail.orringer@yahoo.com; ecoopersmith@aish.com;

Cc: dstein@rkollp.com; jonalefkowitz@gmail.com;

Bcc: jfetman@yahoo.com; morahitammy@yahoo.com;

Date: Wednesday, March 5, 2014 2:38 PM

Lying to donors is a serious offense, however, its actually encouraged and perpetrated by the Executive Director of Aish NY - Rabbi Greenman.

For years Rabbi Greenman would tailor his fundraising to the research he did on the donor, and what they would respond to, not the true activities of the organization. I referred to Mark Charendorff in an earlier email - so following is a classic example of lying and cheating a donor.

As you know, Aish NY over the last 3-4 years became a glorified Birthright trips recruiter. Aish didn't spend money on the actual trips, only on the few rabbis and staff that accompanied the students that were recruited. Even those expenses were heavily subsidized by the organizations Aish NY partnered with. That did not deter Rabbi Greenman from describing Aish NY activities as sending secular students to Israel, and sponsoring their trips.

Many of you are familiar with Steve Eisenberg. Steve wanted to run a 'second level' trip to keep the Birthright students that didn't have much to do with Aish in the loop. He brought up the idea to Rabbi Greenman and Rabbi Markowitz and they loved it - as long as Steve takes full responsibility for the finances. Rabbi Greenman decided that Aish NY will not put in a penny into this trip. Steve recruited the students and fund raised himself for this entire trip. Curiously, when it was time to generate the Q1 2013 report for Mr. Charendorff, that 'Second Level trip' became a highlighted trip - and Aish NY took full credit for the students that went on the trip. Financially, Rabbi Markowitz had increased the costs of our trips by about \$45K to reflect the approximate cost of this trip and increased the amount 'donated' towards this trip by the same amount, despite my objection that none of this money actually passed thru Aish NY accounts. Even though Aish NY had NO financial nor operational involvement, the report that was issued to one of our top donors reflected this trip as run and financed by Aish NY. This fudged report was produced on Excel and had nothing to do with the real numbers that were reported by me from the accounting software.

The Wolfson foundation were also cheated out. For years inflated expenses of Campus Rabbi's salaries and program expenses were sent to them so that the 40- 50% sponsorships they offer would be much larger than should be.

In fact, all of you were cheated out. Salaries and administrative costs were routinely reported as program expenses (For example, Rabbi Greenman home mortgage payment was explained as program expenses..) on Aish NY reports. In fact, the VAST majority of Aish NY budget was directed to salaries disguised as programs.

I would love to know if the Board acknowledges the salary of Rabbi Greenman as approximately \$400k annually - in which case you all aided and abetted him in committing his crimes (as you knew full well his reported salary from the 990's and the financial statements) or you really knew his salary to be the reported compensation on the 990's - in which case he clearly stole millions from Aish NY. Funny that he is accusing me...

I challenge you to come up with ANY donation to Aish HaTorah NY that is not reported properly on the accounting system I maintained or ANY expense of Aish HaTorah NY that is not reported properly.

I again ask the board to look into the merits of Rabbi Greenman's claims against me. I think you know that the 'arbitration' process and 'award' was tainted and flawed severely. I think you understand WHY Rabbi Greenman so vehemently opposes going to a real bais din that will examine the evidence in a professional way. Don't allow him to destroy Aish NY.

Thank you for your attention,

Jacob

Subject: Dear Aish NY Board, Rabbi Coopersmith

From: Jacob Fetman (jfetman@yahoo.com)

To: phochfelder@bccny.com; mkuflik@bccny.com; ggoldstein@whitneygroup.com; janegail.orringer@yahoo.com; ecoopersmith@aish.com;

Cc: dstein@rkollp.com; jonalefkowitz@gmail.com;

Bcc: morahtammy@yahoo.com; jfetman@yahoo.com;

Date: Thursday, March 6, 2014 10:48 AM

Dear Aish NY Board and Rabbi Coopersmith,

Rabbi Greenman is a dangerous man. I felt it and was intimidated by him in all the years I was working for him to hush up and to his bidding. From what happened to me with this concocted 'arbitration' and subsequent 'award' you can tell what sort of an ethical person he is.

Speaking of ethics, one of the classes Rabbi Greenman was teaching was "Ethics of Our Fathers" - from the following you will see that ethics was not his strong point.

I mentioned donor sharing - as if donors are 'owned' and traded and shared on an 'exchange'. Please see the attached agreement between Aish NY - represented by the Exec. Director - Rabbi Greenman, presumably on behalf and with the full support of Aish NY board, and the Aish Center.

Sorry Mr. Kuflik - you are on that list...

Is this what you would expect to happen when you think that you give your donation to one organization it is funneled to another??

PLEASE stop this madness - acknowledge that Rabbi Greenman had no authority from the board to orchestrate, devise and implement this 'arbitration' scheme. Acknowledge that the 'arbitration award' was obtained illegally. I have continually requested a fair and honest review. Please agree.

I presented evidence showing why Rabbi Greenman refuses to have an open and honest accounting. I beg you to stop this NOW before all these facts come out in court. As you know, one of our counterclaims were that Rabbi Greenman rushed this 'arbitration procedure' to shut me up, to destroy my credibility because he knew full well of his own crimes and he thought that this way I will not be believed. I have not only presented you with the proverbial 'smoking gun' - you have the atomic bomb in your possession. More to come.

Sincerely,

Jacob

Subject: Dear Aish NY Board
From: jfetman@yahoo.com (jfetman@yahoo.com)
To: PHochfelder@bccny.com; mkuflik@bccny.com; janegail.orringer@yahoo.com; ggoldstein@whitneygroup.com;
Cc: dstein@rkollp.com; sylefkowitz@yahoo.com;
Bcc: jfetman@yahoo.com; morahtammy@yahoo.com;
Date: Thursday, March 13, 2014 7:49 PM

Dear Aish NY Board,

While you are deciding what your next move should be, I would like to point out the gross disparity of treatment I was treated to Vs. Rabbi Greenman.

I was fired on Oct. 13th 2013 without the benefit of anyone ever going through or substantiating any claims against me. Only then, a process - malicious and defective at that - was started to analyze if there were any misappropriation of funds.

Contrast this with Rabbi Greenman. He is accused of doing far greater harm to Aish NY than I ever did. Yet, he is given the benefit of the doubt and you allow a special board committee to investigate this situation.

You did not compel him to take all his assets and transfer them into an escrow held by Aish. You did not put a lien against his home, one that CLEARLY Aish was paying for approximately \$62k annually, (see attached mortgage statement - the mailing address is the home, 125 Ridge Ave., he brought in the statements to me so that we would pay with Aish funds). You did not fire him. You did not have him hire his own attorney at his own expense to advocate for him and you did not rig an arbitrator to hand down a crazy \$20 million dollar award against him.

As I mentioned to Mr. Ruzumna, even though I know about most of Rabbi Greenmans' shenanigans, I admit that his total financial misconduct is still far less than twenty million.

I ask you to undo the tremendous damage and hardship I am subjected to during this very difficult process. I request that you nullify the patently ridiculous award and allow the same board committee to investigate my situation with the same fairness and objectivity you afford Rabbi Greenman.

Thank you,

Happy Purim!

Jacob Fetman

Sent from Yahoo Mail on Android

- Jacob Fetman
-
- Mar 4

To

- phochfelder@bccny.com
- mkutlik@bccny.com
- janegail.orringer@yahoo.com
- ggoldstein@whitneygroup.com
- ecoopersmith@aish.com
- Daniel Stein
- Jon Lefkowitz

This message contains blocked images.

Dear Board Members, Rabbi Coopersmith,

I want to reiterate that my purpose in writing these emails is to explain why is Rabbi Greenman trying so hard to besmirch me and why he contrived this scheme to shut me up. Why is he and the Aish Board will not agree to a FAIR and IMPARTIAL bais din??

Rabbi Greenman thinks that by accusing me, his crimes will stay under the rug. This will not happen. The abuse of my naivete going thru this corrupt process of this 'arbitration' will not hold in court.

I will remind you that Aish NY still holds in escrow (illegal one at that) over \$500K of our money and approximately \$1.8 million in the hedge fund balance (which I already mentioned is the proceeds of mortgages I took out in April 2013). Further more, all our real estate holdings, some of which belong to my parents and others, were put into this escrow as well.

You need to be aware that because of the precipitous decline in Andrew Shechtel's donations to Aish NY (as Mark Charendorff realized that he was being lied to by Rabbi Greenman), Rabbi Greenman started to look for an exit plan. He contacted a fledgling not for profit called Yeshivat Ohr Yisrael in Monsey and offered his help. In fact, he started to support that yeshiva from Aish's money with great sums and regularity. Rabbi Greenman told me and others that he was looking to move on and head that organization. Rabbi Greenman was instrumental in securing land for them and I understand that they are in the process of obtaining building permits. Is this what you authorized him to do? take donors money supposedly for Aish NY and funnel it to another organization so he can prepare his next job?

Please see attached

2010 Kenneth Greenman w2

2011 Kenneth Greenman w2

2011 Lauren Greenman w2 (first year that Lauren was put on payroll - incidentally, Project Ahavas Yisrael was started years before - clearly not compensation for that..)

2012 Kenneth Greenman w2

2012 Lauren Greenman w2

To sum up please review the following

Year	Rabbi Greenman reportable income (w2)		
	Kenneth	Lauren	<u>Annual total:</u>
2010	\$151,408.00		\$151,408.00
2011	\$81,007.00	\$44,735.00	\$125,742.00
2012	\$101,409.00	\$50,000.00	\$151,409.00

You will notice that the 2010 compensation for Rabbi Greenman and the combined Kenneth and Lauren compensation for 2012 is the exact same amount. The only reason to add Lauren to the payroll was to shield his compensation from the board, the donors and others (as the Exec. Directors compensation is reported on the 990's). I will remind you that this W2 compensation is not including about \$75k in tuition payments and his mortgage payments that were paid directly from Aish. His real total compensation was about \$400k.