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March 20, 2018

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RECEIVED  
MAR 20 2018  
PLANNING &  
DESIGN SERVICES

Re: Application and Petition of Avram Kahn for Local Landmark Designation  
Of Property at 3700 Dutchmans Lane, Louisville, Kentucky

Dear Ms. Gorman:

Congregation Anshei Sfard ("**Anshei Sfard**"), the owners of the property sought for alleged historical landmark designation (the "**Property**"), continue to believe that the institutional modernist building they occupy should not be designated as an historic landmark. Indeed as previously indicated, we believe that the Commission does not have jurisdiction over an intra-congregational religious dispute, and for that reason alone, this Petition should not be granted.

To the point, however, examples of the building at issue's theory of architecture abound throughout the community, particularly in its grade schools and other public buildings. Nothing separates this building from the ordinary, other than—possibly—the religious symbols associated with the building, as shown on page 5 of the Draft Designation Report ("**Report**") of the Historic Landmarks and Preservations District's Planning Commission Staff (the "**Commission**"). However, the symbol in question—a menorah—is purely religious in nature and just the kind of symbol that secular administrative agencies should have *no* control over whatsoever. Stated in the vernacular, since when can a government agency tell a church to put up or take down or preserve a cross? Moreover, Anshei Sfard has every intention of preserving the windows in a new, less-costly and more size-appropriate facility.

As has previously been argued, this is plainly not an attempt to preserve a worthwhile landmark but, rather, an attempt to carry out a religious, shall we say, vendetta against a religious organization which has wholly rejected the author of this vendetta and this proceeding. See Exhibit A. Moreover, applicable law, as previously cited, at a minimum, requires the Commission to apply the highest civil law standard in reviewing whether to designate this purely religious institution as an historic landmark – clear and convincing evidence. See Exhibit B.



Here, as demonstrated by the Report and by our previous arguments, not only does clear and convincing evidence *not* support this designation, in fact *no* evidence exists—literally none—to support the ten criteria used to determine whether historic landmark designation is appropriate, particularly as discussed on pages 27 and 28 of the Report. In our discussion of the criteria, we will first identify the Commission’s comments with bullet points, followed by a square point referencing Anshei Sfard’s comments:

A. It’s character, interest or value as part of the development or heritage of the City, the Commonwealth, or United States.

- “[I]t does not appear to be individually distinctive for the development of City, Commonwealth or United States.”

- No conceivable argument existing in a rational world can be advanced to support this standard. Indeed, Anshei Sfard has, as an orthodox synagogue, in a sense, tried to hold itself out as *separate* and *apart* from the City, the Commonwealth and the United States.

B. Its exemplification of the historic, aesthetic, architectural, prehistoric or historic archaeological, educational, economic, or cultural heritage of the City, the Commonwealth or the nation.

- The buildings are “typical examples of Mid-Century Modern nonresidential architecture . . . .” Noteworthy is the art glass mosaic.

- This property does not exemplify anything other than institutional modernist buildings of which there are literally dozens in the community, particularly in the form of educational buildings such as elementary and middle schools. The art glass mosaics, as pointed out above, are purely religious symbols and, respectfully, the Commission does not have the authority to justify denominating a building as a landmark purely because of its use of religious symbols.

C. Its location as a site of a significant historic event.

- “No known historic events are associated with this site.”

- The applicant has not even sought in any way to address this critical element. We agree with the Staff.

D. Its identification with a person or persons who significantly contributed to the culture and development of the City, the Commonwealth, or the nation.



- "With this building, however, there is no known significant association with any person or persons who contributed to the culture and development of the City, the Commonwealth, or the nation."

- We agree with the Staff.

E. Its embodiment of distinguishing characteristics of an architectural type or specimen.

- "While the 1964 building embodies distinguishing characteristics of Mid-Century Modern architecture, the design of 1958 building and other accessory structures include characteristics of the style, but do not display distinguishing characteristics."

- We agree with the Staff. Eliminating this building will still leave dozens of examples of mid-century, modern institutional architecture in the community.

F. Its identification as the work of an architect, landscape architect, or master builder whose individual work has influenced the development of the City, the Commonwealth or the nation.

- "The firm's influence on Mid-Century Modern design in Louisville has not yet been evaluated."

- Joseph & Joseph are conventional architects still working in the community. Nothing special is offered by their participation in the design of the structure years ago.

G. Its embodiment of elements of architectural design, detail, materials, or craftsmanship, which represents a significant architectural innovation.

- "The buildings do not represent a significant architectural innovation."

- We agree with the Staff.

H. Its relationship to other distinctive areas which are eligible for preservation according to a plan based on an historic, cultural, or architectural motif.

- No survey of the neighborhood has occurred and, therefore, there is no basis for a finding in support of Paragraph H.

- This is simply one building in an area. It does not relate to any other buildings in the area.

I. Its location or physical characteristics representing an established and familiar visual feature or which reinforce the physical continuity of a neighborhood, area, or place within the City.

- "The site is not a significant topographical feature of the area. The structure has a deep setback from Dutchmans Lane and the surrounding structures are built to the street, therefore, the structure does not reinforce the physical continuity of the area."

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March 20, 2018

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□ The location in question is surrounded by houses, an apartment building, and a community center to the north. This is not a unique location and the Synagogue is hidden, if anything.

It is difficult to imagine a less landmark-worthy structure either as that word is commonly understood or under the standards of the Commission. What we have here, apart from its religious symbols, is a run-of-the-mill mid-century modern nonresidential structure. When this fact is combined with the financial havoc that would be imposed upon Anshei Sfard (see Exhibit C) by requiring it to either maintain the structure as a synagogue or go through the cumbersome procedures necessary for its demolition, it is unassailable that plain justice as well as common sense require that the Commission not embroil itself in what is patently an internal religious dispute.

Very truly yours,  
**LYNCH, COX, GILMAN & GOODMAN, P.S.C.**



Donald L. Cox

DLC/swf

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December 20, 2017

**via Electronic Transmission**

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Dear Ms. Gorman:

Thank you for meeting with me and very cordially going through the procedures involved with landmark designations. In our meeting, I raised the question of whether the Landmark Ordinance could legally direct a religious institution to maintain a religious structure in existence. I indicated to you that I would place my thoughts more formally in writing and, thus, this letter.

42 U.S.C. § 2000cc imposes significant limitations upon land use planning involving religious organizations, such as Congregation Anshei Sfard ("**Anshei Sfard**"). See Temple B'Nai Zion, Inc. v. City of Sunny Isles Beach, Florida, 737 F.3d 1349 (11<sup>th</sup> Cir. 2013)(holding that an orthodox synagogue's claims under the Act, that designation of the synagogue sanctuary as a landmark so as to preclude structural changes, were ripe for adjudication). Likewise, Kentucky law imposes heavy burdens on government when it seeks to regulate religious institutions. See KRS 446.350, employing the same enforcement standards for evaluating governmental restrictions on actions involving religious institutions.

Simply put, Metro Louisville ("**Metro**") may not, under the guise of land use or landmark regulation, simply impose its—or in this case, more particularly, two former, disgruntled synagogue members'—will upon Anshei Sfard, the only remaining Orthodox Jewish synagogue in Kentucky. Indeed, under Kentucky law, any determination made by Metro in this regard, would not be enforceable in court because numerous—and they are numerous—court decisions have prohibited judicial involvement in religious disputes under the doctrine of Ecclesiastical Immunity. See, for example, St. Jopseph Catholic Orphan Soc'y v. Edwards, 449 S.W.3d 727, 738 (Ky. 2014).

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December 20, 2017

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The facts here will establish that the building in question is of no architectural significance, having been built in the 50s and being in significant interior and exterior decline. Moreover, the synagogue itself is in deep financial trouble, and cannot continue to maintain this run-down building with its ever-decreasing membership. The only way to solve the problems faced by Anshei Sfard is for it to significantly down size and move to a new location.

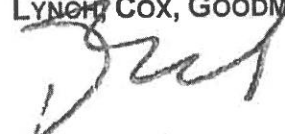
Involving Metro in these ecclesiastical decisions runs plainly afoul of federal and Kentucky law. We call upon Metro, in general, and the Landmarks Commission in particular, to dismiss this unprecedented proceeding immediately. (We say "unprecedented" because we have been informed that no other attempt has ever been made to force a religious organization to maintain one of its structures for religious purposes.)

In closing, if this regulatory route is continued, and if those who have previously sued us, continue in their vendetta, the end result will be the death of Kentucky's last Jewish Orthodox synagogue. Accordingly, if we do not hear from you within 30 days, we intend to institute legal action. If we are correct, you should understand that under 42 U.S.C., § 1988, we are entitled to our attorneys' fees.

Please let me hear from you by January 5, 2018.

Very truly yours,

**LYNCH, COX, GOODMAN & GILMAN, P.S.C.**



Donald L. Cox

DLC:swf

cc: Paul J. Hershberg, Esq.  
Dr. Roy Hyman

LYNCH, COX, GILMAN & GOODMAN P.S.C.

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January 24, 2018

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Re: Application and Petition of Avram Kahn for Local Landmark Designation  
Of Property at 3700 Dutchmans Lane, Louisville, Kentucky

Dear Ms. Gorman:

The Congregation Anshei Sfard ("**Congregation**"), by counsel, for its Supplemental Response to the Application and Petition of Avram Kahn ("**Kahn**"), states as follows:

That this is a purely religious dispute in which neither the judicial nor the executive branch of state government should intervene is made amply apparent by the attached documents. In the summer of 2017, as previously indicated to the Landmarks Commission, Mr. Kahn reiterated—for the third time—that his objections to how the Synagogue was being run and, more importantly, what was being done with the Synagogue building, are rooted in religious disagreements which this past summer he sought to have resolved, once again, by a council of rabbis. See **Exhibit A**. Previously, Mr. Kahn filed suit raising many of these same issues, including whether the Synagogue property should be sold. See **Exhibit B** ¶¶44-46. That lawsuit was dismissed by the Court.

Thus, Kahn's previous complaints have, in addition to impugning everyone associated with the Congregation, take particular issue with the ordination of the Congregation's former acting Rabbi, Joshua Golding, accused the Congregation's former President of failing to abide by Halachah and of applying "arbitrary religious litmus tests" to prospective members, and of refusing to submit all disputes about the governance of the Congregation to a religious tribunal – the Beth Din – as allegedly urged by the Orthodox Union, a religious accrediting agency.

Although Kahn's complaints are often woven in with strident allegations that sound more legal than religious (e.g. wrongly alleging that everyone and their brother is aiding, abetting, and conspiring with everyone else, that counsel owes fiduciary duties to

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Ms. Becky Gorman

January 24, 2018

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members of an entity rather than the entity itself), the gravamen of all of the complaints, taken together, reaffirms that this is at heart a battle over how a religious institution is operated.

For the Landmarks Commission to intervene in such a dispute under the guise of determining landmark status is exactly the opposite of what should occur here. Mr. Kahn cites an ordinance which says that the Landmarks Commission *shall* undertake a hearing. However, if the dispute is not a landmark dispute at all but, rather, is a religious dispute—particularly among former and current members of a religious organization—federal and state law prohibit governmental involvement except in the most unusual of circumstances. After all, in order to be involved in this, the standard is *whether clear and convincing evidence exists* for the governmental action being sought. Just the opposite is true here. There is no evidence at all that this is a landmark dispute but, rather, it is a dispute among members or former members of a religious organization to be resolved, according to Mr. Kahn, by a council of rabbis. Any intrusion into that process and indeed into this dispute involves, to coin a phrase, an intrusion upon hallowed grounds, and when the grounds are hallowed, clear and convincing evidence must exist before a landmark designation can occur as required under federal law.

If we permit an aggrieved congregant to convert a religious dispute into an administrative one simply by securing a couple of hundred signatures on a petition, then we risk obviating the clearly delineated distinction between public civic disputes, in which administrative oversight is proper and necessary, and religious disputes, the "hallowed ground" in which governments do not tread. Who is to say that the next unhappy religious person will not try to have a five-year old cinderblock building declared an architectural landmark?

For these reasons, we would reiterate our position and tender the attached Order which we ask the Commission to adopt.

Very truly yours,  
**LYNCH, COX, GILMAN & GOODMAN, P.S.C.**



Donald L. Cox

LC/swf  
Enclosure

# EXHIBIT A

Aug. 22, 2017  
Louisville, Ky., 40204

ROY HYMAN, as President of Congregation Anshei Sfard, Louisville, Ky., has demonstrated a clear pattern of conduct and practice of financial manipulation, intentional blighting of synagogue properties and physical plant and clandestine negotiation, culminating in an attempt to liquidate congregational assets and endowment funds for his own personal gain and the gain of his associates.

As acting President, Hyman has treated the synagogue as his own personal fiefdom. Instead of conducting himself as a steward of institutional assets in accord with his fiduciary responsibilities, Hyman has acted with deceit and in a manner in direct opposition to those responsibilities.

In the process of transferring all of his loyalty to the Kentucky Institute for Torah Education Synagogue, Hyman has opposed all moves toward transparency at Anshei Sfard. He has resisted all moves toward democratic decision-making. He has obstructed all efforts to restore Anshei Sfard to a functional basis in accord with the tenets of Orthodox Judaism and the congregational by-laws.

Hyman has falsified membership rolls, promoted nepotism, slandered and humiliated members of the congregation in public, manipulated ballots, enriched friendly board members, resorted to physical assault and menacing, manipulated election results and paid bribes to the Pulpit Rabbi. He has most recently begun to represent plaintiff counsel falsely as having "not shown up to court" at crucial moments in the course of the present dispute.

While Hyman has formerly stepped down from his presidential position, he continues to operate as *de facto* president of the congregation and its sole representative in all its legal and business dealings. In so doing, he continues to jeopardize the reputation, financial status and future of the congregation.

With regard to:

**MISGOVERNANCE and LACK OF TRANSPARENCY**

1. Hyman has refused for a period of three years or more to hold proper elections.
2. Hyman has refused for a period of three years or more to make annual reports available to members.
3. Hyman has refused for a period of three years or more to make annual reports available to the board of directors.
4. Hyman violated synagogue by-laws by hiring as Pulpit Rabbi an individual expressly deemed unqualified by the Rabbinical Council of America to hold this position.
5. Hyman misled the members of the synagogue and the entire community for a period of three years or more by representing Joshua Golding as a fully qualified Rabbi of an Orthodox congregation.
6. Hyman has refused to conduct synagogue business in accord with synagogue by-laws.
7. Hyman has refused to conduct synagogue business in accord with the laws and statutes of the Commonwealth of Kentucky. He has repeatedly and consistently violated Kentucky Statute 273.
8. Hyman has refused to conduct synagogue business in accord with the Halachah – Jewish Law.
9. Hyman has violated congregational by-laws accepting all persons of the Jewish faith as potential members. He has denied application materials to prospective members by subjecting them to arbitrary religious litmus tests.
10. Hyman has refused to conduct synagogue business with reasonable transparency.

11. Hyman has refused to conduct synagogue business on a basis of reasonable accountability.
12. Hyman has refused to accept the clear and explicit directive from the Orthodox Union to accept without precondition the Rabbinical Court of America as the final venue for deciding all matters pertaining to the present case.

In particular and chronologically:

1. In January 2016, Hyman proposed and orchestrated a change in the congregational by-laws treating such potential eventualities as dissolution and liquidation of assets.  
Specifically, the congregation created at its inception and maintained without interruption a crucial by-law requiring donation of congregational assets to a Jewish non-profit organization in the event of dissolution.  
Hyman conspired with counsel Paul Hershberg to change this policy. He excised this by-law and replaced it with phrasing that confers upon Hyman sole and unreviewable discretion and power to disburse all funds resulting from dissolution and liquidation in any manner he might prefer.
2. In October 2016, Hyman, in coordination with his change of by-laws, listed the congregational properties on the real estate market through clandestine arrangement with his associate, ReMax real estate agent Fred Levein.  
In the course of these dealings, Hyman concealed his unilateral actions from members of the congregation and the Jewish community.  
Hyman did not stop, however, at keeping the facts secret, but actively misrepresented the situation: He maintained throughout the entire period that the negotiations taking place were not taking place; he assured the congregation in the synagogue's monthly newsletter that no plans to sell the synagogue were under consideration. "We have no plans to sell our beautiful synagogue," he told the congregation in his Letter from the President published in the monthly newsletter.
3. In June 2016, Hyman announced that Frankie Snaid had been recruited to Louisville to become Anshei Sfard's new Pulpit Rabbi. Hyman ignored by-laws requiring congregational vetting of rabbinic candidates and a vote on the conditions and parameters of rabbinic contracts. Hyman decided simply to unilaterally appoint Snaid.
4. On June 7, 2016, and concurrent with his appointment as Pulpit Rabbi of Anshei Sfard, Snaid established his own new synagogue called the Kentucky Institute for Torah Education (KITE).
5. In coordination with KITE's incorporation, Hyman proposed and then authorized a transfer from the Anshei Sfard Endowment Fund in the amount of \$220,000 to his Pulpit Rabbi's new synagogue.
6. Hyman concealed from members of the congregation all conflicts of interest entailed in the transaction. Hyman has never explained his reasoning behind transferring funds from his own struggling synagogue to a second independent synagogue.
7. On April 3, 2017, Hyman proposed an immediate sale of the congregational properties for an estimated \$3.8 million, and staged a vote toward this end.

In the months leading up to the staged vote, Hyman:

- a. began in July 2015 to expel from the congregation those members who requested financial information and budget reports;
- b. began to strip members of their voting rights.  
Stripping voting rights was accomplished by the simple ruse of re-assignment from "Member" status to a unilaterally created *ad hoc* and arbitrary category: "Associate Membership."

- c. Lastly, to consolidate the above-mentioned expulsions and re-assignments, Hyman conspired with counsel Paul Hershberg to create a new by-law. The by-law purported to ratify retroactively all expulsions of members, all dispossession of voting rights, and all other improper decisions made by Hyman and the board of directors under his direction from 2013 to 2017.

Next, in the weeks leading up to the staged vote, Hyman:

- a. failed to provide proper notice of the meeting to the members of the congregation;
- b. failed to provide members with information regarding the sale proposal;
- c. violated congregational by-laws requiring decision by two-thirds majority of the congregation;
- d. refused to recognize a vote by the majority of the members in attendance, against the sale of the congregational assets;
- e. invited Rabbi Frankie Snaid to deliver a speech imploring the congregation to vote for a sale;
- f. invited non-members of the congregation to cast ballots toward overturning the vote of the majority.  
In inviting non-members to cast ballots, Hyman concealed the fact that the non-members in question — Isaac Mandel and Zachary Blaustein — were serving at the time as co-directors with Frankie Snaid, of the KITE Synagogue, the very entity which had received a \$220,000 funds transfer from the Anshei Sfard Endowment Fund.
- g. declared the ballots cast by Mandel and Blaustein legitimate and announced in consequence the purported sale of the congregational property and assets for \$3.8 million;
- h. refused to identify the purported buyer of the synagogue property and assets.

With regard to:

GROSS FINANCIAL MISMANAGEMENT and MALFEASANCE

Hyman has made a practice of turning down opportunities that would bring benefit to Congregation Anshei Sfard and establish firm grounds for proper governance.

In particular:

1. Hyman rejected offers of assistance from the Orthodox Union. He has refused to allow representatives of the Orthodox Union to attend Anshei Sfard board meetings in person. He has refused to allow representatives of the Orthodox Union to attend board meetings via video conference. While refusing assistance from the OU, Hyman continues to represent Anshei Sfard to the community as an Orthodox Union synagogue.
2. Yeshiva University offers an excellent low-residence Leadership Initiative Program for individuals inspired to help their synagogues grow leadership, create entrepreneurial opportunities and govern transparently and effectively. The program cost is \$26,000 per year. Thanks to a generous donor, a member of Anshei Sfard could attend the program for a total of \$500. Hyman has not been willing to invest in this program.
3. Hyman has consistently rejected offers of assistance from the Jewish community's most competent and highly-respected professionals.

We provide two examples among dozens:

- a. Hyman wrote a grant proposal for the Jewish Heritage Fund for Excellence's 2014 Grant Cycle, and requested \$275,000. The proposal was turned down.  
Hyman and Joshua Golding wrote a new grant proposal for the 2015 Grant Cycle. The new request, for \$600,000, was turned down. The Heritage Fund told Hyman his project plans were unsustainable.  
Notably, Anshei Sfard remained the sole institution in Jewish Louisville that had never received grant monies from the Heritage Fund. When this news got out, a local Jewish professional offered her grant-writing services: she had been writing successful grant-proposals for years; she had received numerous grants from the Heritage Fund, her work had been featured in the national Jewish Forward newspaper.  
Hyman met with this woman once and told her the synagogue did not accept assistance from non-members. He told her that she would be required to become a full member of the congregation in order for her assistance to be accepted. Her determination to help was so great that she actually became a member! She sent in a check for her dues, and the check was cashed. She received a letter from Hyman welcoming her as a member of the synagogue.  
Next, she told Hyman she was available to help in any way possible. He responded to her offers by revoking her voting rights. He never allowed her to help. Soon after Hyman rejected her help, she went to a national conference at Harvard Law School, where her professional presentations received rave reviews.
- b. Anshei Sfard's office technology is decades out-of-date. The synagogue, for example, cannot accept online payment or online donations.  
In 2015, a local professional, the grandson of a former president of Anshei Sfard, visited the synagogue for Shabbos services and learned of the technological plight of the synagogue. This professional, too, offered his services to the synagogue. He would install, at no charge, a state-of-the-art office technology system, a WI-FI system, and state-of-the-art education technology for all six of the synagogue's classrooms. This man was informed that his offer would only be taken seriously if he would become a member of the synagogue. He sent in a check. It was cashed. He received a letter from Anshei Sfard welcoming him and his wife as members of the synagogue.  
The IT program designed by the new member would bring Anshei Sfard's daily office and accounting systems up to date. Secretaries and the Rabbi would be able to work remotely. The synagogue would be able to accept online donations from all over the country. But the benefits would not stop there. They would extend to the entire Jewish community: the Louisville Hebrew School, with 125 children from 55 families, used the rooms twice each week during the school year, so the entire Jewish community would benefit. Teachers would have access to teaching materials, students would be able to speak in real time with new friends in Israel, and more.  
The time came to request funds for IT equipment from the Jewish Heritage Fund. Hyman was asked to create an estimate for an IT budget. He responded by revoking the voting rights of the new member. Hyman said he did not need members intruding into the financial affairs of the synagogue.  
The damage done to the reputation of the congregation by Hyman's behavior is incalculable.
- c. Hyman has refused for a period of at least three years to allow the congregation to earn rent monies from the two homes owned by the synagogue and located adjacent to the synagogue.  
Hyman has, instead, chosen to allow the first building to be occupied at little to no rent. The person occupying this first home is an inveterate chain smoker. The accumulated toxins and

odors generated by constant cigarette smoke have rendered the house uninhabitable as a rental property and unsuitable as a guest house for visitors, who in the past frequently spent Shabbos in Louisville.

The second building is easily large enough for rental by two to three families. Hyman has, instead of using the building as revenue source for the synagogue, made it available at no charge to his rabbinic co-conspirators from New York.

The loss of rental income from the two properties over the course of the last three years is estimated at about \$126,000.

As a result of Hyman's concerted neglect and intentional blighting, the two homes mentioned above have, over the last three years, accumulated as many as 13 pages of violations of city property codes.

Hyman's neglect has not been passive. For example, when one member of the congregation offered to escort City Code Enforcement Officer Paul Stoops around the synagogue and property, Hyman chose to resort to physical assault upon the member and order the member off the premises. Hyman also refused to allow members of the congregation to hold a meeting toward resolving disputes with the Louisville Department of Code Enforcement.

Hyman, rather than simply righting the wrongs, has chosen repeatedly to ignore these code violations. He has, by his actions, invited repeated fines. He has also chosen repeatedly to send counsel to District Court in order to request continuances or other special considerations. As a result, the synagogue property continues to present itself to the community as an eyesore, while the it expends funds for unnecessary legal quarrels.

By ensuring that improvements to the properties mentioned above have not been initiated, Hyman has created a situation whereby these homes have become unusable as rental properties. Indeed, Hyman now points to the poor condition of these properties as one more reason he "has to" sell the synagogue.

- d. The Louisville Hebrew School, its 55 families and 125 students from all over Louisville was housed from 2013 to 2017 at Anshei Sfard.

The Hebrew School was forced to find a new home this year because Hyman raised the rent and refused to abate the mold in the building. He had refused previously to repair faulty heating in the building and had told the Hebrew school's principal "If they're cold, tell them to put coats on."

As a result of Hyman's action, the synagogue lost an estimated \$1,000 a month in rent monies and alienated the entire Jewish community.

It is worth noting that the board of directors of the Jewish Heritage Fund is composed almost exclusively of parents, grandparents and administrators associated with the Louisville Hebrew School.

- e. Hyman invited and has allowed a local food business for a period of three years or more to use Anshei Sfard's kosher kitchen facilities at no charge.
- f. The synagogue owns open space large enough for two soccer games to be played simultaneously.

The Falls City Soccer Club has been offering for a period of about three years to rent these open spaces during succeeding summers.

Hyman has refused to speak in any way with representatives of the club.

The synagogue has not used the fields for any purpose for the past three years. Hyman's decision to ignore the potential income deriving from rental to the club has cost the synagogue an estimated \$42,000.

The cumulative loss of income resulting from Hyman's refusal to rent the homes owned by the congregation and to make the synagogue green areas available to Falls City Soccer Club have cost the synagogue an estimated \$168,000 over the course of the past three years.

With regard to:

FINANCIAL MISCONDUCT and SELF-DEALING

Hyman:

1. Issued a check for an estimated \$275,000 to Rabbi Avrohom Litvin, former Rabbi of Anshei Sfard. In 2014 at the time the check was issued, Litvin had completed his tenure. Litvin was not owed any money by the synagogue. Despite repeated requests for information, Hyman has refused to explain his reasons for this disbursement.
2. Hyman, immediately writing the check to Rabbi Litvin, requested \$275,000 from the Jewish Heritage Fund. As noted herein, the request was rejected.
3. Misappropriated synagogue funds to offset personal legal fees accrued in actions brought against him by members of the congregation.
4. Refused to account for an estimated \$1.3 million in withdrawals made from the Endowment Fund during the 2014-2017 time period.
5. Filtered \$30,000 through synagogue accounts "as a favor" to Board Member Brian Wallace, Principal of Aryeh Kaplan Academy (AKA Academy).
6. Has authorized officers of the board of directors to receive personal financial benefit and remuneration for synagogue-related activities
7. Has authorized the relatives of the Pulpit Rabbi of the congregation to receive personal financial benefit and remuneration for synagogue-related activities.
8. Has refused with obstinate belligerence to conduct meetings of the board of directors and meetings of the congregation in accord with established Rules of Order or a reasonable substitute. Meetings are conducted in blatant and malicious disregard for all standards of decency – by bullying, physical menacing, insulting, and intimidation.

FRANKIE SNAID, as Pulpit Rabbi of Congregation Anshei Sfard, has demonstrated a clear pattern of conduct and practice of secrecy and clandestine negotiation, culminating in an attempt to liquidate congregational assets and endowment funds for his own personal gain and the gain of his associates.

Snaid accepted the position of Pulpit Rabbi in the full knowledge he was agreeing to aid and abet an improper operation. In the months since his hiring, he has opposed all moves toward transparency and undercut all moves toward democratic decision-making. He has also rejected the guidance of the Union of Orthodox Congregations.

Snaid has from the beginning of his tenure colluded with Hyman to ensure the bankrupting and demise of Anshei Sfard in favor of the KITE synagogue operating under his own direction.

In the weeks immediately after accepting the position of Pulpit Rabbi, Snaid arranged to receive into the KITE bank accounts \$220,000 in money transfers directly from the Anshei Sfard Endowment Funds.

In short, Snaid has, to all appearances, used Congregation Anshei Sfard as a mechanism for funneling funds to his personal projects rather than as a synagogue to which he was to provide the services for which he is paid.

The facts are:

1. In June 2016, Roy Hyman announced that Frankie Snaid had been recruited to Louisville and become Anshei Sfard's new rabbi. Ignoring by-laws requiring congregational vetting and voting, Hyman unilaterally appointed Snaid Pulpit Rabbi of the congregation.
2. On June 7, 2016, Snaid established a new Louisville synagogue called the Kentucky Institute for Torah Education, or KITE.
3. Immediately following KITE's incorporation, Hyman proposed and authorized a transfer from the Anshei Sfard Endowment Fund in the amount of \$220,000 to Snaid's new synagogue.
4. Snaid accepted the money.
5. In the course of accepting the funds, Snaid concealed from members of the congregation all conflicts of interest entailed in his acceptance of the funds. Snaid has maintained secrecy on this issue.
6. On April 3, 2017, Hyman proposed an immediate sale of the congregational properties for an estimated \$3.8 million and staged a vote toward this end.
7. The members in attendance voted against the sale.
8. In response, Hyman invited two non-members of the synagogue to cast ballots in a new vote. These two non-members were Isaac Mandel and Zachary Blaustein — Frankie Snaid's co-directors at KITE, and his closest associates.
9. Snaid fully supported the transparently illegitimate ballots and votes cast by Mandel and Blaustein. He has never told the congregation that his own KITE synagogue was to be a chief beneficiary of Anshei Sfard's liquidation sale and chose to urge the congregation to approve the liquidation.
10. After members voted against Hyman's sale proposition, Snaid made an impassioned speech to the congregation and called for liquidation. He never revealed that he had just received a "donation" in the amount of \$220,000 from Hyman, whose proposal he was so passionate to support. In short, he concealed the fact that he, along with his own KITE synagogue, would be the immediate and chief beneficiaries of Anshei Sfard's liquidation.
11. Snaid has refused to accept the clear and explicit directive by the Orthodox Union to accept the Rabbinical Court of America as the appropriate and final venue for resolving all issues.
12. Snaid has falsely represented plaintiff counsel as having "not shown up to court" at crucial moments in the course of the present dispute.
13. Snaid has refused throughout his tenure to direct Hyman to accept the clear and explicit directive from the Orthodox Union to accept unconditionally the authority of the Beth Din of America in resolving disputes with regard to misappropriation of funds and liquidation of assets. Snaid's improprieties did not transpire in a vacuum but were committed in coordination with and under the clerical cover provided by certain of his rabbinic associates.

Specifically:

Snaid has operated at all times under the direction of KITE director and senior Rabbi BENNET CHAIT.

ISAAC MANDEL has, throughout Snaid's tenure, aided and abetted Snaid's patently improper behavior.

ZACHARY BLAUSTEIN has, throughout Snaid's tenure, aided and abetted Snaid's patently improper behavior.

Anshei Sfard Board Member Rabbi HILLEL SHMULOWITZ has, throughout Snaid's tenure, aided, abetted and turned a blind eye to Snaid's patently improper behavior.

Former board member JOSH GOLDING colluded with Roy Hyman to recruit Frankie Snaid to Louisville so that Anshei Sfard might be infiltrated from the inside and turned over to the KITE synagogue.

Golding's relevant history of deception began when he represented himself to Congregation Anshei Sfard falsely as an ordained Rabbi and occupied under false pretenses the position of Pulpit Rabbi for a period of about three years.

While serving as the imposter Rabbi of the Congregation, Golding issued halachic rulings or opinions on a somewhat regular basis, and these decisions were translated into applied policy by Golding and Hyman.

The general course steered under the direction of these halachically guided policies can be seen in a series of decisions related to Shabbos practice.

One of Golding's cases involved a particular adult member, who had been as a youth Bar Mitzvahed at Anshei Sfard, had learned one-on-one throughout his high school career with famed Rabbi Solomon Roodman, and had meanwhile been selected regularly by Cantor Myron Horvitz as a soloist for the High Holiday choir for many years. This member, at the urging of synagogue members, volunteered to serve as Shliach Tzibur for Shabbos services. Golding ruled that this individual could not, because of a lack of religious credentials, be allowed to lead a Musaf service at any time; such a thing would, in effect, dishonor the Shabbos.

Golding's next Shabbos ruling had to do with the issue of allowing photographers to shoot pictures from the Bimah on Shabbos during a Bar Mitzvah. Golding did not articulate an explicit ruling, but simply chose not to intercede when photographers mounted the Bimah on Shabbos in order to shoot photos of the Bar Mitzvah celebrant, the grandson of a member of the Board. The photos were subsequently uploaded to Facebook.

A subsequent ruling had as its subject the father of the same Bar Mitzvah celebrant. This man was not Shomer Shabbos. Would it be appropriate for him to lead the congregation in prayer on Shabbos? Golding decided in the affirmative: Golding allowed that the Bar Mitzvah celebrant's father, a man who was not known in any way to keep the Shabbos, would in no manner be prevented from leading the Shabbos services from time to time. The lack of religious credentials on the part of this man was no impediment to full participation in ritual life, Golding decided.

While his "halachic rulings" were clearly troublesome and inconsistent, it is Golding's determined work to replace Anshei Sfard with KITE that has been most damaging.

When his term as "Rabbi" was ending, Golding decided to leverage the prestige he had gained by virtue of serving in such a responsible capacity by recruiting the KITE rabbis to Louisville. When Golding later decided to take his family on a year-long vacation from Louisville, the KITE rabbis were able to seamlessly move into Golding's home; they also took over Golding's offices – courtesy of Roy Hyman.

Golding, though explicitly disqualified by the Rabbinical Council of America to serve as the Rabbi of an Orthodox congregation, has never admitted or confessed his misrepresentations to the congregation or to the community. Instead, Golding continues to represent himself to the Jewish community as a Rabbi — as one who has actually earned the Semichah ordination requisite for holders of such a position and for such a title.

PAUL HERSHBERG, Counsel to Congregation Anshei Sfard, has demonstrated a clear pattern of conduct detrimental to the interests of the synagogue and in direct opposition to the fiduciary duties and responsibilities incumbent upon a counsel to an Orthodox congregation.

Hershberg has conspired with acting President Roy Hyman to affect the bankrupting of the synagogue, along with wholesale transfer of assets to the KITE synagogue. Hershberg has colluded with Hyman to provide legal cover for each and every one of Hyman's improper and illegal maneuvers and financial transactions.

In direct contravention of his legal and financial responsibilities, Hershberg has crafted instruments purporting to ratify retroactively anti-democratic decisions designed to consolidate all decision-making power in the hands of Hyman and to facilitate the transfer of synagogue assets to the KITE synagogue. Hershberg has in the process misrepresented facts and intentions to plaintiff counsel. He has manipulated negotiations with the Rabbinical Court of America as a ruse toward selling off synagogue assets and in direct opposition to directives from the Orthodox Union.

Hershberg has engaged in the most flagrant conflict of interest by purporting to represent simultaneously and sequentially:

1. Congregation Anshei Sfard
2. The Board of Directors of Anshei Sfard and
3. Roy Hyman

Hershberg, in the present context has chosen not to represent the congregation — that is to say, its members — in current disputes, but to fight against the best interests of the congregation by representing the board of directors in District Court. Most recently he has represented Hyman.

In addition, Hershberg:

1. Falsified documents pertaining to the composition of the board of directors.
2. He provided one set of documents to the District Court and another to the Kentucky Secretary of State. As the documents contradict one another, they cannot both be accurate. The contradictory documents do, however, confirm the fact that Hyman has been rotating the same individuals through various board positions for years.
3. He has, in his capacity as counsel for the congregation, personally refused to provide members of the congregation with financial records, minutes of board meetings, minutes of congregational meetings and other relevant documents.
4. He has refused to advise Hyman to accept guidance from the Union of Orthodox Congregations.
5. He has refused to advise Hyman to accept guidance from the Rabbinical Council of America.

Members of the Congregation bring this case before the Beit Din based on their concerns that: 1) The Officers of the Board of Directors violated synagogue by-laws by hiring as pulpit rabbi an individual who is unqualified on account of never having received semichah. 2) The Officers of the Board of Directors misled the members of the synagogue and the entire community by representing Mr. Josh Golding -- a man who is not ordained -- as the Official Rabbi of our Orthodox Congregation. 3) The Officers of the Board of Directors have acted unilaterally -- and without consultation with Members of Anshei Sfard -- by placing the entire synagogue property up for sale. 4) The Officers of the Board of Directors have refused for three years to provide Annual Reports to Members. 5) The Officers have refused for a period of three years to hold proper elections. 6) The Officers have refused for a period of three years to provide information concerning Annual Budget and synagogue finances to Members. 7) The Officers have refused to account for an estimated \$2,400,000 in unaccounted withdrawals from the Endowment Fund. 8) The Officers have refused to answer questions brought by the Members of Anshei Sfard, by WAVE-3 TV, WDRB TV, Louisville Business First newspaper, and the Louisville Jewish Community concerning an estimated \$275,000 payment made in 2013 to the Congregation's ex-rabbi, Rabbi Avrohom Litvin, who, at the time in question, had completed his contractual obligations to Anshei Sfard and was owed zero dollars. 9) The Officers have manufactured charges against, defamed or expelled from the shul those Members who have requested the Board to: a) conduct its business in accord with synagogue by-laws b) conduct its business in accord with the laws of the Commonwealth of Kentucky c) conduct its business in accord with Halachah d) conduct its business with reasonable transparency e) conduct its business upon a basis of reasonable accountability.

# EXHIBIT B

NO.

**16CI03030**

JEFFERSON CIRCUIT COURT  
DIVISION \_\_\_\_\_  
JUDGE \_\_\_\_\_

JEFFREY LEVY  
NANCY FISHER  
PERRY FISHER  
and  
AVRAM KAHN

PLAINTIFFS

JEFFERSON CIRCUIT COURT  
DIVISION SEVEN (7)

v.

VERIFIED COMPLAINT

CONGREGATION ANSHEI SFARD  
3700 Dutchman's Lane  
Louisville, Kentucky 40205

NOMINAL DEFENDANT

SERVE: William Yesowitch  
3700 Dutchman's Lane  
Louisville, Kentucky 40205

ROY HYMAN  
2300 Tavenor Dr.  
Louisville, Kentucky 40242

MYRLE DAVIS  
1615 Vivian Lane  
Louisville, Kentucky 40205

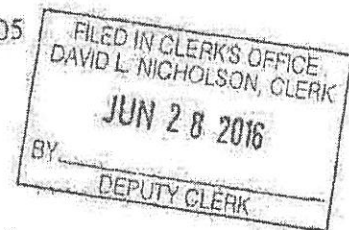
HOWARD STONE, M.D.  
1506 Vivian Lane  
Louisville, Kentucky 40205

SHARON STONE  
1506 Vivian Lane  
Louisville, Kentucky 40205

TOBY HORVITZ  
1508 Vivian Lane  
Louisville, Kentucky 40205

ARTHUR DAVIS  
2401 Greten Lane  
Louisville, Kentucky 40220

DEFENDANTS



## INTRODUCTION

1. Plaintiffs bring this action on behalf of nominal defendant Congregation Anshei Sfard, a Kentucky Non-Profit Corporation (hereinafter sometimes referred to as "Synagogue") and allege upon personal knowledge as to themselves and their own acts, upon a review of news reports, press releases, and other available information regarding the Synagogue.

2. This is a derivative action brought on behalf of the Synagogue against certain acting members of its Board of Directors ("Board") and its officers (collectively "Individual Defendants") seeking to remedy breaches of fiduciary duties and other violations of the law that have occurred over the course of the last seven (7) years.

## JURISDICTION AND VENUE

3. Jurisdiction and venue are proper as all defendants are residents of Louisville, Jefferson County, Kentucky and their acts and/or omissions as set out herein all occurred in Louisville, Jefferson County, Kentucky.

## PARTIES

4. Plaintiff, Jeffrey Levy, is a current member of Congregation Anshei Sfard, Inc. and has been a member in good standing during all periods referenced herein. Plaintiff resides in Louisville, Jefferson County, Kentucky.

5. Plaintiff, Nancy Fisher, is a current member of Congregation Anshei Sfard, Inc. and has been a member in good standing during all periods referenced herein. Plaintiff resides in Louisville, Jefferson County, Kentucky.

6. Plaintiff, Perry Fisher, is a current member of Congregation Anshei Sfard, Inc. and has been a member in good standing during all periods referenced herein. Plaintiff resides in Louisville, Jefferson County, Kentucky.

7. Plaintiff, Avram Kahn, is a current member of Congregation Anshei Sfard, Inc. and has been a member in good standing during all periods referenced herein. Plaintiff resides in Louisville, Jefferson County, Kentucky.

8. Nominal Defendant, Congregation Anshei Sfard is a Kentucky Non-Profit corporation organized pursuant to KRS 273 et seq. The Synagogue is a religious organization with a stated mission and purpose of, "Establishing and maintaining a Synagogue and such educational, religious, social and recreational activities as will help further the cause and objectives of the synagogue and traditional Orthodox Judaism." It is the only Orthodox synagogue in the state of Kentucky.

9. Defendant, Roy Hyman ("Mr. Hyman"), is, and at all relevant times hereto was, an Officer and/or a Director of the Synagogue. Mr. Hyman is being sued both individually and as an Officer/Director of the Synagogue.

10. Defendant, Myrle Davis ("Ms. Davis"), is, and all relevant times hereto was, an Officer and/or Director of the Synagogue. Ms. Davis is being sued both individually and as an Officer/Director of the Synagogue.

11. Defendant, Howard Stone ("Dr. Stone"), is, and all relevant times hereto was, a Director of the Synagogue. Dr. Stone is being sued both individually and as an Officer/Director of the Synagogue.

12. Defendant, Sharon Stone ("Ms. Stone"), is, and all relevant times hereto was, a Director of the Synagogue. Ms. Stone is being sued both individually and as an Officer/Director of the Synagogue.

13. Defendant, Toby Horvitz (Ms. Horvitz"), is, and all relevant times hereto was, an Officer and/or a Director of the Synagogue. Ms. Horvitz is being sued both individually and as an Officer/Director of the Synagogue.

14. Defendant, Arthur Davis ("Mr. Davis"), is, and all relevant times hereto was, an Officer and/or a Director of the Synagogue. Mr. Davis is being sued both individually and as an Officer/Director of the Synagogue.

#### **DUTIES OF THE INDIVIDUAL DEFENDANTS**

15. By reason of their position as Officers and/or Directors of the Synagogue, and because of their ability to control the business and corporate affairs of the Synagogue, the Individual Defendants owed the Synagogue and its members the fiduciary obligations of good faith, trust, loyalty, and due care; and were, and are, required to use their utmost ability to control and manage the Synagogue in fair, just, honest, and equitable manner. The Individual Defendants were, and are, required to act in furtherance of the best interests of the Synagogue and its members so as to benefit all members equally and not in furtherance of their personal interests or benefit.

16. Each Director and Officer of the Synagogue owed Anshei Sfard and its members the fiduciary duty to exercise good faith and diligence in the administration of the affairs of the Synagogue and in the use and preservation of its property and assets, along with the highest obligations of fair dealing. In addition, as Officers and Directors the Individual Defendants had a duty to promptly disseminate accurate and truthful information with regard to the Synagogue's business activities and financial condition.

17. The Individual Defendants', because of their positions of control and authority as Directors and/or Officers of the Synagogue, were able to, and did, directly and/or indirectly,

exercise control over the wrongful acts complained of herein, as well as the contents of the various public statements issued by the Synagogue.

18. At all times relevant hereto, each of the Individual Defendants was the agent of the other Individual Defendants and of the Synagogue, and was at all times acting within the course and scope of such agency.

19. To discharge their duties, the Officers and Directors of the Synagogue were required to exercise reasonable and prudent supervision over the management, policies, practices and controls of the financial affairs of the Synagogue. By virtue of such duties, the Officers and Directors of the Synagogue were required to, among other things:

- a. manage, conduct, supervise and direct the business affairs of the Synagogue in accordance its Bylaws, KRS 273 et seq. and all other applicable laws, rules and regulations;
- b. neither violate, nor permit any Officer, Director, or employee of the Synagogue to violate its Bylaws, KRS 273 et seq. and any other, applicable laws, rules and regulations;
- c. establish and maintain systematic and accurate records and reports of the business and affairs of the Synagogue and procedures for the reporting of the business and affairs to the Members and to periodically investigate, or cause independent investigation to be made of, said reports and records;
- d. neither engage in self-dealing, nor knowingly permit any Officer, Director or employee of the Synagogue to engage in self-dealing;
- e. conduct the affairs of the Synagogue in an efficient, business-like manner so as to make it possible to provide the highest quality performance of its stated purpose, and to avoid wasting the Synagogue's assets;

f. properly and accurately inform Members regarding the true financial condition of the Synagogue at any given time, including making accurate statements about the Synagogue's financial condition, and ensuring that the Synagogue maintained an adequate system of financial controls such that the Synagogue's financial reporting would be true and accurate at all times.

20. Each Individual Defendant, by virtue of his or her position as a Director and/or Officer, owed to the Synagogue and its members the fiduciary duties of loyalty, good faith, the exercise of due care and diligence in the management and administration of the affairs of the Synagogue, as well as in the use and preservation of its property and assets. The conduct of the Individual Defendants alleged herein involves a violation of their obligations as Directors and/or Officers of the Synagogue, the absence of good faith on their part, and reckless disregard for their duties to the Synagogue and its members that the Individual Defendants were aware, or should have been aware, posed a risk of serious injury to the Synagogue. The conduct of the Individual Defendants, who were also Officers and/or Directors of the Synagogue, has been ratified by the remaining Director Defendants who collectively comprised all of the Synagogue Board during the Relevant Period.

21. The Individual Defendants breached their duties of loyalty and good faith by allowing Defendants to cause, by themselves causing, the Synagogue to misrepresent its financial condition.

22. The true facts, which were known by the defendants but concealed from the membership of the Synagogue ("Members") were as follows:

- (a) Defendants for the past seven (7) years failed to provide Members access to the Synagogue's financial and accounting records, including but not limited to annual budgets, annual reports, endowment fund performance and expenditures, staff salaries, and membership lists.

- (b) Officer Defendants have kept two (2) sets of financial records, one (1) for the Board to review and another which details the Synagogue's actual financial transactions;
- (c) Defendants repeatedly refused Members access to corporate documents, including, but not limited to Minutes of Meetings of the Board of Directors, Minutes of General and Special Meetings; Minutes of Officer's Meetings, company resolutions and elections of Officers;
- (d) Defendants took actions not delegated to them by the Bylaws or KRS 273 et seq;
- (e) Defendants have failed to take actions required of them pursuant to the by-laws regarding the proper conduct and scheduling of Annual Meetings, Special Meetings, the election of properly constituted Boards of Directors and have otherwise violated or ignored congregational By-laws when it suited their purposes.

#### CONSPIRACY, AIDING AND ABETTING, AND CONCERTED ACTION

23. In committing the wrongful acts alleged herein, the Individual Defendants have pursued, or joined in the pursuit of, a common course of conduct, and have acted in concert with, and conspired with, one another in furtherance of the common plan or design. In addition to the wrongful conduct herein alleged as giving rise to primary liability, the Individual Defendants further aided and abetted and/or assisted one another in breach of their respective duties.

24. During all times relevant hereto, the Individual Defendants collectively and individually as Directors and Officers initiated a course of conduct that was designed to and did increase the officers' and directors' power and influence over the activities of the Synagogue, to the significant detriment its Members and at the expense of the Members:

25. Refused to conduct a properly noticed annual meeting as set out in Article VI, Section 1 of the Bylaws and KRS 273.193 for a period of more than three (3) years.

26. On July 3, 2015 a contingent of six (6) Members sent a certified letter to Mr. Hyman requesting a meeting of the congregation to discuss the current operation and budget. The letter

further asked for copies of the current and last two years' budgets, copy of any audits performed and a copy of a settlement with former Rabbi Avroham Litvin. "Exhibit 1"

27. On July 9, 2015 Mr. Hyman in a letter to Member Avram Kahn denied the Members' request, stating that they have no right to call a meeting or review the requested documents. "Exhibit 2"

28. On that same day, under separate cover, Mr. Kahn was removed by the Board as a Member of the Synagogue ostensibly for "failure to pay his membership dues" and for conduct bringing discredit on the Synagogue. Mr. Kahn was, in fact, current on his dues, the only discredit. In reality Mr. Kahn was removed in retaliation for leading the contingent of Members requesting a meeting and asking for documents and financial information they had a right to review. "Exhibit 3"

29. Article IX, Section 1 of the Bylaws unequivocally states that the "pulpit of the congregation shall be occupied by an ordained rabbi approved by the Union of Orthodox Congregations of America". More than two (2) years ago Mr. Hyman, as acting President put forth as his candidate for the rabbinic pulpit, fellow synagogue Member, Joshua Golding. Mr. Hyman and the acting Board assured the Members that Mr. Golding would be thoroughly vetted, that he was qualified in all respects as set out in the Bylaws and that his employment contract would be negotiated in full transparency and with full participation from synagogue Membership. Based on these assurances, Mr. Golding was approved on an interim basis by the Members as the congregation's new "Rabbi". Since the date of his hiring two and one-half years ago, Mr. Golding has been presented to the congregation and to the Louisville Jewish community as the Congregation's Rabbi, yet the acting Board has refused to enumerate Golding's job responsibilities and has refused to provide the congregation's Members any information regarding his

compensation. Most importantly, Plaintiff has discovered that, despite Mr. Hyman's statement to the contrary, Mr. Golding is not qualified to perform rabbinical responsibilities, as he is not an ordained rabbi approved by Anshei Sfard's governing body for religious affairs, the Union of Orthodox Congregations of America.

30. As the organization's central purpose and mission is to preserve itself as an Orthodox synagogue, the Board is duty-bound to maintain the synagogue's status and legitimacy through certification by its governing body, the national Orthodox Union of Synagogues. The acting Board's flagrant disregard of proper procedures regarding its rabbi have placed the synagogue in immediate jeopardy of losing accreditation and, thereby defeating or contravening its central purpose as expressed in its own by-laws. The letter filed herewith from the Orthodox Union's National Director of Community Engagement, Rabbi Judah Isaacs, puts forth straightforwardly and with particularity the importance of this certification, and names the actions by the acting Board that have, in direct contravention of their core fiduciary duty, placed the organization's certification as an Orthodox Synagogue in jeopardy. "Exhibit 4"

31. The Bylaws provide that certain actions are designated as actions which can only be taken by the Board with Member approval.

32. Mr. Hyman without seeking Board or Member approval authorized a payment to then Synagogue Rabbi Litvin in the approximate amount of \$275,000, upon receipt of which, Rabbi Litvin left his position to take a similar position with Chabad of Louisville. Said action was never disclosed to the Members and was only recently discovered. When questioned by members about the amount and reason for payment, Mr. Hyman refused to provide an answer or explanation.

33. In June 2013 on or about the same time the payment was made to Rabbi Litvin, a proposal for merger was presented to the Board by a majority of congregation Members. The

merger as proposed would have merged Anshei Sfard with Chabad of Louisville and the new entity would have continued to be directed by Rabbi Litvin. Mr. Hyman, in contravention of the express terms of the Bylaws refused to bring this matter to the congregation for a vote, and never brought the proposal to the Board.

34. In furtherance of this plan, conspiracy, and course of conduct, the Individual Defendants collectively and individually took the actions set forth herein.

35. The Individual Defendants engaged in a conspiracy, common enterprise, and/or common course of conduct during the Relevant Period. During this time, the Individual Defendants caused the Synagogue to conceal facts misrepresenting its actions and in violation applicable laws.

36. The purpose and effect of the Individual Defendants' conspiracy, common enterprise, and/or common course of conduct was, amongst other things: (1) to disguise the Individual Defendants' breaches of fiduciary duty, abuse of power and control, gross mismanagement, waste of Synagogue assets; and (2) to conceal adverse information concerning the Synagogue's operations and financial condition.

37. On or about January 14, 2016 in furtherance of this conspiracy, the Individual Defendants sent notice of a "General Meeting of the Congregation" to be held on January 28, 2016. There was no purpose stated in the Notice, as is required by the Bylaws. The Notice also carried the statement "Anshei Sfard Members and Associate Members are Invited to Attend, ONLY Anshei Sfard Members have voting privileges ("Exhibit 5").

38. Individual Defendants thereafter on January 19, 2016 sent a second notice of a general meeting for the same date. This second notice carried a stated purpose of amending the

Bylaws in order to add the category of Associate Member. This notice was not delivered in a timely fashion and therefore contravened the express terms of the Bylaws.

39. Inexplicably and illogically, the Individual Defendants sent out notice of an improperly called meeting where a certain segment of the membership ("Associate Members") were not allowed to vote on the creation of a new category of membership, "Associate Membership".

40. Plaintiffs upon discovery of the Board's blatant disregard for the Bylaws in calling and noticing the meeting placed nominal Defendant on notice by and through counsel, Hon Paul Hershberg of the improperly called meeting, of the fact that all actions taken at the meeting would necessarily be deemed void and of the disenfranchisement of a large segment of the congregation by the false and misleading statements in the notices. Mr. Hershberg, after speaking with Mr. Hyman, represented to Plaintiffs' counsel that, while the meeting would still be held, its business would entail only discussion -- no proposals would be made, and no votes would be taken.

41. Mr. Hyman made the same representation to Board Member Wayne Friedman.

42. Mr. Hyman and Ms. Davis, despite the assurances provided to Plaintiffs' counsel, and despite having received notice that their actions were inconsistent with the express terms of the Bylaws, called for and held a vote regarding the creation of a new Associate Member classification that would apply not only to future members, but retroactively to select membership applications processed in the past, artificially pre-empting potential opposition and conferring upon the Board the power to decide all synagogue issues in a unilateral fashion.

43. The Board, upon receiving applications from prospective members, would accept the prospects as new Members, deposit the checks associated with membership applications and then, unaccountably, relegate certain of the new Members to "Associate" status. Members were

not informed of their "Associate" status and denial of voting rights until after their membership applications were processed and their membership fees were collected. Within the six (6) months preceding the filing of this cause of action, voting rights were denied to more than nine otherwise qualified Members of the Synagogue. When these new Members inquired regarding their status and asked the Board for copies of the pertinent congregational Bylaws, their requests were denied, in contravention of KRS 273.233.

44. On or about June 9, 2016 the Individual Defendants sent out a letter to the Members stating their intent to sell off the land and buildings owned and occupied by the Synagogue. Because of the unlawful consolidation of power the Individual Defendants made this decision without Member notice or approval. "Exhibit 6"

45. Prior to the consolidation of power such a decision would have required Member approval.

46. Plaintiffs thereafter discovered that the Individual Defendants had six months prior to the consolidation of power signed a listing agreement to sell the property. Individual Defendants had no right or authority to sign said listing agreement.

47. Individual Defendants' actions as set out herein have caused and will continue to cause irreparable harm to the Congregation which cannot be monetarily quantifiable.

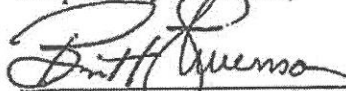
48. Individual Defendants should immediately be removed from their positions as officer and board members.

WHEREFORE, the Plaintiffs demand as follows:

1. Damages payable to nominal defendant in an amount to be determined by the evidence.
2. Immediate access to all of the Synagogue's un-redacted corporate books and records;
3. Immediate access to all of the Synagogue's un-redacted financial records.

4. For a forensic accounting.
5. Restraining Order and/or Injunction be issued removing Individual Defendants immediately from their positions as officers and members of the board of directors;
6. Any and all other relief to which they may be entitled.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Britt Stevenson", is written over a horizontal line.

BRITT STEVENSON  
BRITT STEVENSON, PLLC  
The Wolf Building  
150 South Third Street  
Louisville, Kentucky 40202  
(502) 583-2888  
*Counsel for Plaintiffs*

## VERIFICATION

Plaintiff, JEFFREY LEVY, states that he has read the foregoing Verified Complaint, and the statements contained in it are true as he verily believes.

JEFFREY LEVY


COMMONWEALTH OF KENTUCKY

)

);SS

COUNTY OF JEFFERSON

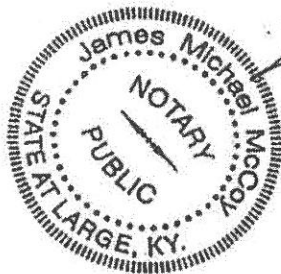
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COUNTY OF JEFFERSON )  
Subscribed, acknowledged and sworn to before me by JEFFREY LEVY on this 21<sup>st</sup> day  
June, 2016. 

NOTARY PUBLIC, STATE AT LARGE KENTUCKY

My commission expires: \_\_\_\_\_

11/20/2018



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Avram Kahn <opmconcerts@aol.com> Today at 3:39 PM  
To: perryf52@att.net

Avram Kahn  
O.P.M.  
Concerts - Filmed Entertainment  
1708 21st Avenue S  
Suite 208  
Nashville, TN 37212  
502-473-0546  
opmconcerts@aol.com

Original Message  
From: Britt Stevenson <brittstevensonlaw@gmail.com>  
To: Avram Kahn <opmconcerts@aol.com>  
Sent: Mon, Jun 8, 2016 3:21 pm

Britt Stevenson  
Attorney at Law  
The Wolf Building  
150 S. Third Street  
Louisville, KY 40202  
T: 502-583-2689  
F: 502-589-2825

2 Attachments



VERIF....docx VERIF... .docx

Reply More

**VERIFICATION**  
I, NANCY FISHER, state that I have read the foregoing Verifier  
and the statements contained in it are true as the verifier believes.

*Nancy Fisher*  
NANCY FISHER

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

Subscribed, acknowledged and sworn to before me by NANCY FISHER, on  
day June, 2016.

*Sharon W. Dean*  
NOTARY PUBLIC, STATE OF KENTUCKY

KENTUCKY  
*Sharon W. Dean*

My commission expires 11/30/2019

AT&T Mail News Sports Finance Weather Entertainment Mobile DIRECTV U-verse att.com More En Español

Q All

Search Mail

Search Web

Home

perry

Compose

Inbox (4/37)

Fwd:

Today at 3:38 PM

To

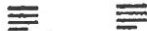
Avram Kehn  
O.P.M.  
Concerts • Filmed Entertainment  
1708 21st Avenue S  
Suite 208  
Nashville, TN 37212  
602-473-0548  
opmconcerts@aol.com

Original Message

From: Britt Stevenson <brittstevensonlaw@gmail.com>  
To: Avram Kehn <opmconcerts@aol.com>  
Sent: Mon, Jun 6, 2016 3:21 pm

Britt Stevenson  
Attorney at Law  
The Wolf Building  
150 S. Third Street  
Louisville, KY 40202  
T: 502-583-2888  
F: 502-588-2825

2 Attachments



VERIF...docx VERIF...docx

VERIFICATION PERRY FISHE...

1 / 1



VERIFICATION

Plaintiff, PERRY FISHER, states that he has read the foregoing Verified On the statements contained in it are true as he verily believes.

*Perry Fisher*  
PERRY FISHER

COMMONWEALTH OF KENTUCKY )

COUNTY OF JEFFERSON )

Subscribed, acknowledged and sworn to before me by PERRY FISHER on 14th day June, 2016.

*Cindy L. Krause*  
NOTARY PUBLIC, STATE OF KENTUCKY

KENTUCKY

06/10/2019

My

commission

CINDY L. KRAUSE  
Notary Public, State at Large, KY  
My commission expires Apr. 10, 2019  
Notary ID# 531765

## VERIFICATION

Plaintiff, AVRAM KAHN, states that he has read the foregoing Verified Complaint, and the statements contained in it are true as he verily believes.

AVRAM KAHN

COMMONWEALTH OF KENTUCKY

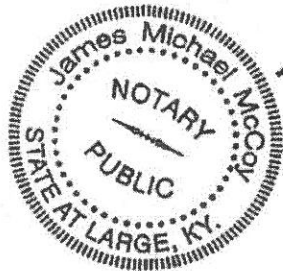
)
):SS

COUNTY OF JEFFERSON

Subscribed, acknowledged and sworn to before me by AVRAM KAHN on this 21<sup>ST</sup> day June, 2016.

NOTARY PUBLIC, STATE AT LARGE KENTUCKY

My commission expires: 11/20/2018



July 3, 2015

Dear Dr. Hyman,

Members of the Congregation are calling a congregational meeting Sunday, July 19 at 10:30 a.m.

Agenda items to be discussed include the congregation's current operational plan and current budget. In order for discussion to be as informed as possible, we will need a copy of the shul budget for the past two years, a copy of the shul's independent audit for the same years, a copy of the synagogue's settlement agreement with Rabbi Litvin and job descriptions for all synagogue employees. We will also need copies of the board of trustees'/directors' meetings covering the last two years.

These resources will enable us to begin to establish the common baseline of understanding and sense of ownership that will be a prerequisite for the shul to be able to move forward in a responsible and productive manner. It would be appreciated if these documents could be received by July 12, one week in advance of the congregational meeting.

We would love to have as many members of the congregation attend as possible, and all are invited!

In order to prepare breakfast for the event, we will need access to the kitchen on the evening of July 18 and on the morning of July 19. Please contact Sharece Phelps at your earliest convenience in order to make arrangements for the kitchen.

Sincerely,

Avram Kahn  
Kathy Kahn  
Perry Fisher  
Maury Kommor  
Sharece Phelps  
Karl Victor



ב"ה

# CONGREGATION ANSHEI SFARD

ק"ק אנשי ספרד

3700 DUTCHMAN LANE LOUISVILLE, KY 40205  
502-451-3122 FAX 502-451-3123

July 9, 2015

RABBI DR. JOSHUA GOLDING

DR. ROY HYMAN  
PRESIDENT

ARTHUR DAVIS  
VICE PRESIDENT

DR. HOWARD STONE  
VICE PRESIDENT

MYRLE DAVIS  
RECORDING SECRETARY

TOBY HORVITZ  
CEMETERY WARDEN

Mr. Avram Kahn  
2903 Abigail Drive, #3  
Louisville, Kentucky 40205

Re: Congregation Anshei Sfard General Meeting

Dear Mr. Kahn:

On behalf of the Board of Directors of Congregation Anshei Sfard, you are hereby notified that your letter calling for a meeting of the general congregation has been denied. Your request is in the nature of a special meeting and you have no right to call such a meeting or review the requested documents.

Pursuant to the By-Laws of the Congregation, Article VI, Section 2, the president must call a special meeting at the written request of fifteen members in good standing. The request to have such a meeting was not made by fifteen members and as such, no general meeting will be held at that time.

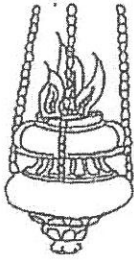
Very truly yours,

Congregation Anshei Sfard

By Roy Hyman

KINDLING THE ETERNAL FLAME OF TORAH TRUE JUDAISM

EXHIBIT 2



ב"ה

# CONGREGATION ANSHEI SFARD

ק"ק אנשי ספרד

3700 DUTCHMAN LANE LOUISVILLE, KY 40205  
502-451-3122 FAX 502-451-3123

July 9, 2015

RABBI DR. JOSHUA GOLDING

DR. ROY HYMAN  
PRESIDENT

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VICE PRESIDENT

DR. HOWARD STONE  
VICE PRESIDENT

MYRLE DAVIS  
RECORDING SECRETARY

TOBY HORVITZ  
CEMETERY WARDEN

Mr. Avram Kahn  
2903 Abigail Drive, #3  
Louisville, Kentucky 40205

Dear Mr. Kahn:

On behalf of the Board of Directors of Congregation Anshei Sfard, you are hereby notified that your membership in Congregation Anshei Sfard has hereby been revoked effective immediately. On July 8, 2015, at a regular meeting of the Board of Directors, a motion to expel you from membership was made and by two-thirds vote was granted.

Pursuant to the By-Laws of the Congregation, Article III, Section 5, a member may be expelled for failure to pay dues for two years or conduct which brings discredit upon the Congregation. By your actions, you have failed to pay dues for the years commencing August 1, 2008 through July 31, 2013. You paid \$500.00 on June 11, 2014, which was ostensibly for dues owed from August 1, 2013 through July 31, 2014. However, monies paid to the Congregation are charged to the oldest monies due and owing and there is still more than two years of dues owing to the Congregation.

Further, your conduct has brought discredit to Congregation Anshei Sfard. We have been advised that you have contacted the Torah Umesorah Program which is providing a group of young men to come to Congregation Anshei Sfard for a short visit this summer. Without permission or authorization you led them to believe that you were calling on behalf of the Congregation, and told them that Rabbi Golding was not doing a proper job for the Congregation, that the members did not want the young men to come and that they should not send anyone to our Congregation.

In addition, you agreed to sponsor a minyan breakfast, which was supposed to be held on November 2, 2014, at no cost to the Congregation. Instead of a minyan breakfast, you took

**KINDLING THE ETERNAL FLAME OF TORAH TRUE JUDAISM**

**EXHIBIT 3**

it upon yourself to transform the event into a career fair.  
You had no authority to enter into any debt obligations in  
the name of the Congregation. Yet, you did so, by entering  
into an agreement with a company for tablecloth and linen  
rentals. You failed to make any payments for same and the  
company is seeking payment from the Congregation.

The above stated conduct, as well as additional conduct you  
have engaged in, together with your failure to pay dues and  
other pledges for over two years, has led the Board of  
Directors to vote to expel you from membership in  
Congregation Anshei Sfard.

Very truly yours,

Congregation Anshei Sfard  
Board of Directors

*Ray Hume*  
*Sharon Stone*  
*Howard Stone*  
*Isly Horvitz*  
*Arthur Skip Davis*  
*Isaac P. Cohen M.P.*  
*Myrtle L Davis*



Dear Sirs,

I am responding in writing regarding concerns conveyed to me about the actions of the Acting Board of Directors of Anshei Sfard. Anshei Sfard is the only remaining Orthodox congregation in Louisville, and the only remaining Orthodox congregation in the Commonwealth of Kentucky. For 120 years, this congregation has served not only the Louisville community but has served also as a refuge and a resting place for business people and families travelling through the Mid-West. It is my of concern that I have been informed that the actions of a small number of people have placed this invaluable resource in jeopardy.

Firstly, it has come to my attention that the Acting Board of Directors has refused to hire a properly ordained Rabbi to serve as its religious leader. I have additionally been informed that the Acting Board in a recent meeting suggested a change to the synagogue by-laws that would allow a "spiritual director chosen by the Board of Directors" to serve in the place of the Rabbi. This is not acceptable. The Orthodox Union requires that an Orthodox synagogue hire for its pulpit a Rabbi properly trained and properly vetted. This requirement is reflected in Anshei Sfard's original (and current) by-laws. Such a change would impact Anshei Sfard's status as an Orthodox Union synagogue.

In connection with this issue: The individual presented to the Louisville community as the Rabbi for the past two years or so, has never been presented by the Acting Board of Directors to the Orthodox Union for vetting (of his credentials). As far as is known at the moment, this individual is not a rabbi. This is indisputable. A congregation without an Orthodox rabbi cannot be considered to be an Orthodox synagogue under the auspices of the Orthodox Union. Such a synagogue will necessarily lose accreditation as an Orthodox synagogue. There is currently a Rabbi in Nashville, TN who has agreed to assist the Louisville congregation if he is called upon.

The second great concern has to do with the Acting Board's management of Elections, of the Annual Budget, and of Membership Rolls and Voting Rights and of Synagogue Documents. In brief, it has been conveyed to me that the Acting President and the Acting Board of Directors have for three years refused all requests for proper elections, with proper notification, etc.

The third and greatest concern for the moment has to do with a change in the bylaws that allows for the possibility of an immediate and unilateral sell-off by the Acting Board of Directors of the majority of the synagogue's assets. In connection with this general background, it appears that the Acting Board in a recent meeting asked the Congregation to approve a by-law that would give the Board the power to make all relevant financial decisions on its own, unilaterally, and without any participation by the Congregation.

Please feel free to contact me if I can be of further assistance.

Yours,

A handwritten signature in cursive script, appearing to read 'Judah Isaacs'.

Rabbi Judah Isaacs  
Director of Community Engagement

Congregation Anshei Sfard  
General Meeting of the  
Congregation

Date: Thursday, January 28, 2016

Time: 6:30 pm

Place: Congregation Anshei Sfard

Anshei Sfard Members and Associate  
Members are Invited to Attend

ONLY Anshei Sfard Members have  
voting privileges

3700 Dutchmans Lane, Louisville, KY 40205  
502-451-3122

General Meeting of the  
Congregation



ב"ה

# CONGREGATION ANSHEI SFARD

ק"ק אנשי ספרד

3700 DUTCHMAN LANE  
502-451-3122

LOUISVILLE, KY 40205  
FAX 502-451-3123

June 9, 2016

RABBI DR. JOSHUA GOLDING

DR. ROY HYMAN  
PRESIDENT

ARTHUR DAVIS  
VICE PRESIDENT

DR. HOWARD STONE  
VICE PRESIDENT

MYRLE DAVIS  
RECORDING SECRETARY

TOBY HORVITZ  
CEMETERY WARDEN

To the Congregation Anshei Sfarid Family,

As you know we have three young families moving here to become the catalyst for the rebirth of Orthodox Judaism in Louisville, K.Y.

We are now housed in a beautiful, but aging and deteriorating building. A building we can no longer afford to maintain. In order to support our new programs and to survive while we grow, we have voted to put up part or all of our property for sale.

The board of directors are very interested in your feedback on this proposal.

This is not a decision that was made easily or quickly, but we see no way forward without this step. We are not quitting and we are not going away. This sale will provide us with the wherewithal to downsize and begin our rebirth.

Board of Directors  
Congregation Anshei Sfarid

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**EXHIBIT 6**

LOUISVILLE METRO GOVERNMENT  
HISTORIC LANDMARK & PRESERVATION DIST. COMMISSION

ORDER

This matter came before the Commission on a Petition, according to our records, directed by Avram Kahn, to have the Synagogue located at 3700 Dutchmans Lane, Louisville, Kentucky, declared a landmark. It has been brought to the attention of the Commission that this dispute between Mr. Kahn, others and the Synagogue in question is a long-festering religious dispute involving religious, financial, fiduciary and other issues between Mr. Kahn and his supporters, on the one hand, and the duly elected Board of the Synagogue on the other.

42 U.S.C. §2000cc requires us to have clear and convincing evidence of the propriety of our actions before intervening in a religious landmark dispute. Based upon our review of the record, this is a religious dispute and not a landmark dispute and, as such, the Commission does not have clear and convincing evidence that intervening in this dispute would meet the standards of federal or state law.

Accordingly, the Petition sponsored by Mr. Kahn is dismissed.

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HISTORIC LANDMARK & PRESERVATION  
DIST. COMMISSION

AFFIDAVIT OF MYRLE L. DAVIS

Comes the Affiant, Myrle L. Davis, and after being duly sworn states as follows:

1. I am a member of the Board of Congregation Anshei Sfard. I am over the age of 18 and otherwise qualified to offer testimony on behalf of the Board of Congregation Anshei Sfard.

2. The application and petition requesting local landmark designation for the Congregation Anshei Sfard were initiated by or at the instance of Avram Kahn, for the purpose of preventing the Congregation from selling its real property located at 3700 Dutchmans Lane, Louisville, Kentucky.

3. Mr. Kahn is a former member of the Congregation. He and Jeffrey Levy, also a former Congregation member, have long been at odds with the Board over its management of the Congregation and its real property.

4. Mr. Levy at one time resided in a house owned by the Congregation. The Board removed him from the house after learning that the house had become damaged under his care, and was not kept in a state of cleanliness. The Board filed a forcible detainer action against him, which he lost and then appealed. He did not take any of the required action to maintain the appeal, and the appeal was dismissed.

5. Mr. Kahn and Mr. Levy have long voiced disagreement with the Board's doctrinal decisions about matters involving the Congregation, its direction, and its future. In June of 2016, Mr. Kahn and Mr. Levy, along with others, filed a Complaint in Jefferson Circuit Court against the Congregation and the individual Board members.

6. The Congregation asked that the Jefferson Circuit Court dismiss the Complaint, and it did in December of 2016. Mr. Kahn, Mr. Levy, and Mr. and Mrs. Fisher filed an appeal with the Kentucky Court of Appeals in January of 2017, but did not take any of the required follow-up steps to perfect the appeal, and the appeal was dismissed in March of 2017.

7. In addition to filing the Circuit Court Complaint, Mr. Kahn and Mr. Levy also filed one or more claims with the Beth Din of America, a rabbinic court that serves as a forum for arbitrating disputes through the din torah process, obtaining Jewish divorces, and confirming Jewish personal status issues. It is overseen by its rabbinic leadership, which is headed by an Av Beth Din and Segan Av Beth Din, and a board of directors composed of lay and rabbinic leaders. The Beth Din is an alternative to civil litigation, and prefers not to involve itself in controversies that are being simultaneously litigated in secular courts. The Congregation objected to the Beth Din proceeding inasmuch as the same matters were currently before the Circuit Court, a fact that Mr. Kahn and Mr. Levy failed to mention in their claim. The Beth Din claim is still active, though no action has been taken since March of 2017. The claims articulated by Mr. Kahn and Mr. Levy before the Beth Din involve various conduct with which Messrs. Kahn and Levy have doctrinal and religious disagreements.

8. In August of 2017, after Mr. Kahn learned that the Board had agreed to sell the real property located at 3700 Dutchmans Lane, he filed a second Beth Din claim, airing

grievances about a multitude of people. I believe that Mr. Kahn filed a renewed or supplemental Beth Din claim, though the Board has not received a copy from the Beth Din.

9. The Congregation's real property, a synagogue structure partially built in 1955, requires extensive repairs and maintenance, the cost of which would partially drain the Congregation's endowment and further impair the financial viability of the Congregation. Parts of the building are no longer in use, and have been closed off. The high cost of maintaining the building, let alone repairing and updating it, is too much for the Congregation's dwindling membership to afford. The Board determined last year that the only way for the Congregation to survive would be to sell the real property.

10. The Congregation Anshei Sfard is a non-profit Kentucky corporation dating back to 1893. Over the years, its membership has decreased substantially. The Congregation currently has approximately forty (40) members, many of whom are advanced in age.

11. Designation of the Congregation's real property as a historic landmark would imperil the Congregation's ability to survive, and would likely eliminate the Congregation, which is the only Orthodox Jewish synagogue in Kentucky.

12. Mr. Kahn's disagreements with the Congregation are primarily doctrinal and religious in nature, and the Affiant submits that there are better and more appropriate ways for those to be resolved than through repetitive court actions or through deploying administrative agencies to stifle and prohibit actions necessary for the Congregation to survive.

Further Affiant sayeth naught.

Myrl L Davis  
MYRLE L. DAVIS

COMMONWEALTH OF KENTUCKY )  
 ) ss  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Myrle L. Davis on January 17, 2018.

My Commission expires: April 21, 2019

Karen E. Newby  
Notary Public, Kentucky State at Large