

Rabbi David Schick, being duly affirmed **deposes** and says:

I am personally and fully familiar with all the facts and circumstances in the dispute between Mr. Chaim Wassertheil of Copyworld Printing, Inc. and Mr. Simcha Schorr of Simcha Printing, Inc. Index No. 11070/91.

- 1.) I am a dean with faith in G"d and His punishment. Therefore I would like to testify again to the true facts to which I know which were part in this arbitration.
- 2.) The affidavit issued by Hersh M. Ginsberg on the 10th of August, 1992 is simply another piece of garbage, with an attempt of Ginsberg to personally take revenge in Chaim Wassertheil resulting of testimony given by Chaim Wassertheil against Hersh M. Ginsberg and not related to this case.
- 3.) Ginsberg refers in Paragraph 6 that on January 1st, 1992 the arbitrators signed an alleged decision which completely and unambiguously resolved all matters in this dispute between the parties. This is simply false because in that alleged decision a majority of the points pointed out there refer to a third party, not involved in this dispute. Presumably, the third party is Chaim Wassertheil's father, who never participated in the meetings till that date.
- 4.) Moreover, where are the findings in the Books of Jewish Law, which are required in any conclusion or decision. I have submitted my findings of the books of the Jewish Law and can testify that Hersh M. Ginsberg never produced one of his own and he did not even review my own findings. This cannot be called a Rabbinical Arbitration.
- 5.) These are just some additional proofs to what I stated in my previous affidavits about this alleged decision. Mr. Ginsberg admits in Paragraph 7 that the decision was not immediately released to the parties at that time because this is the custom in Rabbinical Courts. This statement is false again. There is no such custom in Rabbinical Courts as stated in Maimonides "Judges": "Any decision must be released to both sides of a dispute, and until it is not released to both sides it has no effect."

6.) Furthermore, Mr. H. M. Ginsberg had told me on January 1st, 1992 at 10 p.m. that since there was strong misinterpreting of the Code of the Jewish Law in this decision and more meetings are necessary, and since my signature is not in any consent nor was his signature in any consent at that time, he promised me in the name of G"d that he immediately destroyed this document at my request. That is the true reason that this alleged "Psak" never reached the parties. I was stunned to see this memorandum the first time as an Exhibit in an affidavit by Mr. Schorr of Simcha Printing, Inc.

7.) This concludes to me that Hersh M. Ginsberg has constantly lied to me about his intentions and motives in this ongoing arbitration. It is also a very unusual behavior of an impartial arbitrator to issue so many affidavits and affirmations for the defendant only.

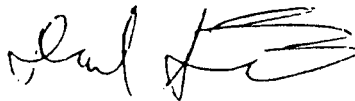
In my own opinion and in the opinion of 10 prominent Rabbis, Hersh M. Ginsberg is a simple crook and we have requested that his activities in arbitrations be expelled.

8.) In our meeting after January 1st, 1992 where we had first met the third party, this is a clear evidence that new witnesses and new arguments were presented. Even now more witness and arguments still have to testify and no true decision could have been made.

9.) I have never signed any legal document typed on the Letterhead of the Rabbinical Court, only on the memorandum of January 1st, 1992 which I was told was destroyed. This memorandum was in his own handwriting and I assume that by now it could have well been altered. Again, in my opinion he is a crook.

I therefore respectfully ask this honorable Court to not encourage the behavior of such an arbitrator and deny Hersh M. Ginsberg's request. I am sure that if this Supreme Court will trial this case it will come to its own conclusion to who is telling the truth in this case.

Rabbi David Schick
Dean of T'filah L'Dovid



Affirmed before me on this 12th day of August, 1992

FAIGY ABRAMOVITZ
Notary Public, State of New York
No. 24 - 01JA4951386
Qualified in Kings County 9/8
Commission Expires May 22,