

Copyworld Printing, Inc., Plaintiff

Vs.

Index No. 11070/90

Simcha Printing, Inc., Defendant

Rabbi Yosef Piekarski being duly affirmed deposes and says:

I am personally and fully familiar with all the facts and circumstances and have participated in all the meetings of the arbitration between Copyworld Printing Inc. and Simcha Printing, Inc.. As stated in the affidavit of Rabbi Eli Fisher, Chief of Justice of the Rabbinical Court dated May 19, 1992 in which he designates me to follow up in the communications with the Supreme Court regarding the dispute of Rabbi David Schick and Mr. Hersh M. Ginsberg resulting of the arbitration of Copyworld Printing, Inc. and Simcha Printing, Inc.

1. Although the Rabbinical Court has already provided to the Supreme Court with affidavits and its decision dated April 17, 1992 invaliding the alleged "Psak" (Decision), I feel it is our duty to explain to this Court in greater details to the conclusions that brought our Rabbinical Court unanimously to verdict a restraining order against this alleged "Psak".

2. This communication is extremely important to us as a Legal Institution conducting Rabbinical Arbitrations within our activities, since Mr. Hersh M. Ginsberg is trying to mislead this Court with false information and is pretending to rely on a decision of the Court of Appeals dated May 12, 1992 in the case of *Uhr V. Meisels*.

The "Bill of Arbitration" which was signed by the two sides in dispute had a special amendment at the bottom of the page which does not appear in the Exhibit submitted by Mr. Leo Salzman, Attorney for Simcha Printing, Inc. which emphasizes that this case has an option to go back in to Court if no clear decision is reached and it states that only during the period of Arbitration the case should be adjourned and not completely removed. The purpose of this amendment is to make sure and positive to all sides that this case will go back to the Supreme Court unless the Rabbinical Court will have the full cooperation of both sides in dispute. It was made clear by Rabbi David Schick in his affidavits dated February 24, 1992 and April 21, 1992 that a final decision based on the Code of the Jewish Law was never made and he cannot get the cooperation of the fellow arbitrators. It is also clear from previous affidavits of Mr. Hersh M. Ginsberg that they are conflicting and suspicious and put his credibility and integrity in serious doubt.

B) It is not in my understanding what makes Hersh M. Ginsberg the only impartial presiding arbitrator since according to the Halacha, Code of the Jewish Law, every arbitrator when he judges a decision may not be partial. It would be a sin and punishable by G"d for an arbitrator to decide against the Torah or the books of the Jewish Law. I can witness that Hersh M. Ginsberg has repeatedly stated to me as late as Mid-May when we stopped our communications that not only **no final decision has been reached** but also at the time of that that Memorandum was written it was not with his own consent because he felt it was not human, not justified and not according to the Books of the Jewish Law. Even more he had constantly testified to me that he completely forgot at the time the Memorandum was written about the inventory which contented of \$60,000.00 and that in his opinion a true decision cannot be reached without a fair appraisal, which he has done after this alleged Memorandum. It wonders me what motives make Hersh M. Ginsberg changing his opinions in his conflicting affidavits. I myself had testified this fact to Rabbi Eli Fisher in the Rabbinical Court.

C) The Rabbinical Court headed by Rabbi Eli Fisher also received a detailed Memorandum from Rabbi David Schick in which he based his opinion on the dispute between Copyworld Printing, Inc. and Simcha Printing, Inc. according to the **findings in the Books of Jewish Law**. These findings are regularly required and extremely necessary in all disputes in order to be reviewed by fellow colleagues and Rabbis and by the sides in dispute. Hersh M. Ginsberg did not come up with such findings at all, as it can be viewed in his alleged decision. It has no findings, no notarized signatures, no letterhead of any Rabbinical Court and has his own handwriting only. This brought another conclusion that Rabbi David Schick was right by stating in his affidavit that it was no final decision based on the Code of the Jewish Law.

Therefore I respectfully ask this Supreme Court to deny any demands and ignore all mysterious affidavits and pledges rendered by Hersh M. Ginsberg.

Rabbi Yosef Piekarski
Dean of Yeshivas Bais Yisroel

Affirmed before me this 4th day of August, 1992