

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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STEVEN R. LEVENTHAL as representative of
a class consisting of himself and all others
similarly situated,

Plaintiff,

- against -

BAYSIDE CEMETERY, CONGREGATION
SHAARE ZEDEK, and COMMUNITY
ASSOCIATION FOR JEWISH AT-RISK
CEMETERIES, INC.,

Defendants.

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Index No. 100530/2011
IAS Part 59
J. Debra A. James
(Motion Seq. 001)

**AFFIRMATION OF
GARY KATZ**

GARY KATZ, an attorney duly admitted to practice before this Court, hereby affirms
under penalty of perjury pursuant to CPLR 2106 as follows:

1. I am a member of the bar of the State of New York and a director and officer of Defendant Community Association for Jewish At-Risk Cemeteries, Inc. ("CAJAC"). I am also a Vice President of Hebrew Free Burial Association. I submit this affirmation in support of CAJAC's Reply Memorandum of Law in Support of its Motion to Dismiss the Action in Its Entirety Pursuant to CPLR 3211(a).
2. David Billet formally replaced Ethan Klingsberg as Vice President and Secretary of CAJAC on December 2, 2008. Although Mr. Klingsberg ceased to be an officer of CAJAC on that date, he continued to serve as a director on the Board of CAJAC.
3. On April 27, 2009, CAJAC hired a landscaper, MC Landscape Group ("MC Landscape"), to clean up Bayside Cemetery. There were no other signatories to the contractual arrangement other than CAJAC and MC Landscape. At MC Landscape's request, the

contractual relationship was terminated in the summer of 2010. CAJAC has paid in full all obligations owed to MC Landscape, and owes no further obligations to that company.

4. CAJAC had hired MC Landscape using funds from a UJA grant to Congregation Shaare Zedek. These funds were subsequently transferred in full to CAJAC as contemplated, and consented to, by the UJA.
5. CAJAC is not a party to a contract with any other landscaper.
6. CAJAC has assets adequate to cover its current obligations.

New York, New York
April 6, 2011



Gary Katz