

EXHIBIT A

Verified Complaint
Dated April 28, 2009

SUPREME COURT : STATE OF NEW YORK
COUNTY OF SCHOHARIE

X

JEROME J. GAUTHIER, residing at
Bradenton, Manatee County, Florida 34212, and
**JEROME J. GAUTHIER, AS TRUSTEE OF THE
GAUTHIER FAMILY CHARITABLE REMAINDER
UNITRUST U/A, Dated March 22, 2006,**
Bradenton, Manatee County, Florida 24212, and
**JEROME J. GAUTHIER REVOCABLE TRUST, dated
April 2, 1992,**

Plaintiff,

- against -

OORAH, INC. with offices located at
Schoharie County, Gilboa, New York,
and Lakewood, New Jersey, and
OORAH CATSKILL RETREAT, LLC, located at
Schoharie County, Gilboa,
New York 12076, and Lakewood,
New Jersey, and
**ELIYOHU MINTZ, c/o Oorah, Inc. and Oorah Catskill
Retreat, LLC,** Schoharie
County, Gilboa, New York 12076, and
Lakewood, New Jersey,

Defendants.

VERIFIED COMPLAINT

ACTION FOR DECLARATORY
JUDGMENT

Index No. 2009-383

X

The Plaintiff, **JEROME J. GAUTHIER**, by his attorney, Jacobs and Jacobs, Esqs.,
complaining of the Defendants, Oorah, Inc., Oorah Catskill Retreat, LLC, and Eliyohu Mintz,
state as follows:

1. The Plaintiff, Jerome J. Gauthier, resides at Bradenton, Manatee County, Florida 34212.
2. The Plaintiff, Jerome J. Gauthier, as Trustee of the Gauthier Family Charitable Remainder Unitrust U/A, dated March 22, 2006, has an address of Bradenton, Manatee County, Florida 34212.
3. The Plaintiff, Jerome J. Gauthier Revocable Trust, dated April ____, 1992, has an address of Bradenton, Manatee County, Florida 34212.
4. The Defendant, Oorah Inc., is a corporation duly licensed under the laws of the State of New Jersey, with offices located at Lakewood, New Jersey, and duly authorized to do business under the business corporation law in the State of New York, with offices located at Schoharie County, Gilboa, New York 12076.
5. The Defendant, Oorah Catskill Retreat, LLC, is a corporation duly licensed under the laws of the State of New Jersey, with offices located at Lakewood, New Jersey, and duly authorized to do business under the business corporation law in the State of New York, with offices located at Schoharie County, Gilboa, New York 12076.
6. The Defendant, Eliyohu Mintz, has the following two addresses: c/o Oorah Catskill Retreat, LLC, Lakewood, New Jersey, and c/o Oorah Catskill Retreat, LLC, Schoharie County, Gilboa, New York 12076.
7. That the amount in controversy in this action exceeds the jurisdictional limits of all other lower courts in the State of New York.

**FOR A FIRST SEPARATE
AND DISTINCT
CAUSE OF ACTION**

8. That on or about September, 2005, the Plaintiff, Jerome J. Gauthier, gave a licensed real estate agent of the State of New York a listing to sell his property.
9. That within a reasonable time thereof, the property, formerly a resort and farm property was shown to people associated with the Defendant, Oorah, Inc., including but not

limited to the Defendant, Eliyohu Mintz.

10. These people were shown around the property by the caretaker and eventually, the Plaintiffs reached an agreement for a negotiated price with the acreage not necessary for resort portions excluded.

11. The purchase price was agreed to be for the resort and 117 acres. This was the necessary amount of acreage required by the Defendants, Oorah, Inc., Oorah Catskill Retreat, LLC, and Eliyohu Mintz, for present and future operations.

12. Originally the Defendants, Oorah, Inc., Oorah Catskill Retreat, LLC and Eliyohu Mintz all wanted the additional 400 +/- acres, but at that point in time, the parties did not agree on the financial terms of a sale for the entire property, minus 20 acres, which the parties had agreed that the Plaintiffs would reserve to themselves for future occupancy and use and for a separate house.

13. On or about May 25, 2006, the Plaintiffs entered into a signed real estate contract of sale for the purchase by the Defendant, Oorah, Inc., of 113 +/- acres shown on a survey map prepared by Sibbern Land Surveying as revised on April 25, 2006, containing the tax map designations S/B/L#200.-4-1, 200.-4-2, and a portion of 200.-4-3, consisting of the property, including all buildings and improvements thereof. The premises being a resort/camp with indoor and outdoor swimming pools, horseback riding stable and facilities, including indoor arena, commercial kitchen, dining areas and café located at South Gilboa Road, Town of Gilboa, County of Schoharie, State of New York. The subject premises are also described in Liber 809 of Deeds at Page 118, and a portion of Liber 809 of Deeds at Page 113, recorded in the Schoharie County Clerk's Office.

14. That the purchase price for the subject premises was Three Million Dollars.

15. That the Plaintiffs agreed as part of the sale to open the farm and resort with the understanding that the Defendants, Oorah, Inc., Oorah Catskill Retreat, LLC, and Eliyohu Mintz, would pay the Plaintiffs to accomplish the opening, together with agreeing to pay any parties' repairs and necessities by others.

16. Additionally, the Plaintiffs agreed to supply their time and effort and knowledge and experience without charge to the Defendants.

17. The Defendants, Oorah, Inc., Oorah Catskill Retreat, LLC, and Eliyohu Mintz, obtained access to the property prior to the closing and commenced to demolish major portions

and parts of buildings on the property and additionally commenced rearranging equipment that was already in place, rendering continued operation by the plaintiff, if he chose to do so, impossible.

18. That during and after the signing of the contract of sale, the Plaintiffs had agreed with the Defendants, Oorah, Inc., Oorah Catskill Retreat, LLC, and Eliyohu Mintz, that they would grant a right of first refusal to the Defendants for them to purchase the remaining 400+/- acres, with the exception of the 20 acres to be reserved to the Plaintiffs.

19. That attached hereto and made part hereof as Exhibit "1" is a Contract of Sale between the parties.

20. That on or about June 13, 2006, the parties entered into a right of first refusal contract for the sale of property above described.

21. That a copy of the right of first refusal contract dated June 13, 2006 is attached hereto and made a part hereof as Exhibit "2".

22. That at a point in time in mid June, 2006, the contract of sale as attached in Exhibit "1" was completed under very stressful conditions, taking advantage of the plaintiff's medical condition.

23. That at that time, the Defendant, Eliyohu Mintz specifically said " We are not paying for anything spent prior to today." After a heated exchange, the parties completed the contract in which the Plaintiffs paid for the various items what were not obligated to be paid for and which had been agreed to be paid for by the Defendants, Oorah, Inc., Oorah Catskill Retreat, LLC, and Eliyohu Mintz.

24. That subsequent to the signing of the right of first refusal, the Department of Environmental Protection, State of New York, made an offer to purchase the 400 acres within the scope of the property in the right of first refusal.

25. That at that point in time, the Department of Environmental Protection, State of New York, offered to pay approximately Three Thousand Dollars per acre for the subject property and offered to close within a maximum of fourteen months.

26. That a copy of the agreement between the Plaintiffs and the Department of Environmental Protection, State of New York, is attached and made part hereof as Exhibit "3".

27. That within the agreement was a clause advising the Department of Environmental Protection that their proposal was subject to a right of first refusal of June 13,

2006 with the Defendants, Oorah, Inc., Oorah Catskill Retreat, LLC, and Eliyohu Mintz.

28. That in accordance with the grant of the right of first refusal, the Plaintiffs notified the Defendants, Oorah, Inc., Oorah Catskill Retreat, LLC, and Eliyohu Mintz of the offer from the Department of Environmental Protection and the Defendants notified the Plaintiffs that they intended to exercise the right of first refusal.

29. That the notice to exercise was served by the attorney for the Defendants, Marc W. Miller whose address is 270 Fair Street, Kingston, New York 12401.

30. A copy of said notice to exercise is attached hereto and made a part hereof as Exhibit "4". The plaintiff, by defendant's verbal agreement, expected to close immediately after the notice to exercise, but then insisted on the 14 months to closing, DEP wanted. Reluctantly, the plaintiff relented and extended the closing date to the maximum 14 months which NYCDEP stated. Assurances were given to the plaintiff that DEP would, however, close earlier than the 14 months stipulated.

31. That based on the exercise of the grant of right of first refusal, the Defendants, Oorah, Inc., Oorah Catskill Retreat, LLC, and Eliyohu Mintz, were to pay an additional One Million Two Hundred Dollars to the Plaintiffs, no later than February 13, 2009.

32. That additionally and prior thereto, the Defendants, through their attorney, Marc W. Miller, deposited with the Plaintiffs' attorney, Janet Packard, whose address is 167 Green Street, P.O. Box 4242, Kingston, New York 12402, the sum of \$50,000.00.

33. The subject deposit of \$50,000.00, with the consent of the Plaintiffs and Defendants' attorneys, has since been transferred to the Trust Account of Jacobs and Jacobs, The Madison Building, 31 Lake Street, P.O. Box 159, Stamford, New York, 12167.

34. That the Defendants have defaulted in the completion of their contract of grant of right of first refusal by their failure to complete a closing with the payment of \$1,200,000.00 additional funds to the Plaintiffs, and have refused and continue to refuse to complete the subject transaction.

35. That the Defendants, Oorah, Inc., Oorah Catskill Retreat, LLC, and Eliyohu Mintz continue up to the present time to refuse to make payment of the balance of the purchase price in the amount of \$1,200,000.00.

36. That the Defendants, Oorah, Inc., Oorah Catskill Retreat, LLC, and Eliyohu Mintz additionally refuse to allow the Plaintiffs to receive the \$50,000.00 deposit money as part

of the subject purchase price to the subject contract.

37. That the Defendants, Oorah, Inc., Oorah Catskill Retreat, LLC, and Eliyahu Mintz should be immediately determined to have violated their right to exercise the right of first refusal and the court should declare that option void.

WHEREFORE, the Plaintiffs demand judgment against the Defendants for declaratory judgment that the defendant's right of first refusal has terminated, together with the costs and disbursements of this action and for such other and further relief as to the Court may seem just and proper in the instant premises.

**FOR A SECOND SEPARATE
AND DISTINCT
CAUSE OF ACTION**

38. The Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 37 as if more fully set forth herein at length.

39. That the Defendants have breached their contract with the Plaintiffs and as a result, the Plaintiffs have been damaged in the amount of \$1,250,000.00 for the breach of Contract.

WHEREFORE, Plaintiffs demand judgment against the Defendants for breach of contract in the amount of \$1,250,000.00, with interest, together with the costs and disbursements of this action and for such other and further relief as to the Court may seem just and proper in the instant premises.

**FOR A THIRD SEPARATE
AND DISTINCT
CAUSE OF ACTION**

40. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 39 as if more fully set forth herein at length.

41. The Defendants, Oorah, Inc., Oorah Catskill Retreat, LLC, and Eliyahu Mintz, individually, jointly and severally induced the Plaintiffs to enter into a grant of right of first refusal on June 13, 2006, knowing that they had no intention of completing the subject contract for the price of \$1,250,000.00.

42. That the conduct of the Defendants herein indicates a pattern and course of conduct to fraudulently induce the Plaintiffs into said contract with the intention of dragging out

the subject contract and thereafter "lowballing" the Plaintiffs with various claims and actions on their part to end up purchasing the subject 400+- acres for subsequently less money than the \$1,250,000.00.

43. That the examples and the conduct of the Defendants in this matter involving actions such as entering the barn property to Plaintiffs' 20.52 acres which Plaintiffs were retaining, and without any authority whatever, removing the golf cart that Plaintiffs own and refusing to return it; said golf cart being personal property used for the medical needs of plaintiff's wife.

44. In addition, the Defendants attempted to take away from the Plaintiffs a tractor owned by Plaintiffs; said tractor being used on plaintiff's lands. The defendant attempted to hot wire, or re-wire, the tractor and \$700.00 was expended to rectify the tractor's operation.

45. That the Defendants at the closing of the contract in Exhibit "1" refused to reimburse the Plaintiffs for various bills for work done at the camp which Plaintiffs were required to pay.

46. That in actions of spite and malice, the Defendants allowed their animals to trample a new lawn on Plaintiffs' retained property.

47. That the Defendants, Oranah, Inc., Oranah Catskill Retreat, LLC, and Ellyohu Mintz, after exercising their right of first refusal have now claimed that they will not pay the purchase price as agreed and that Plaintiffs should take less money, possibly up to \$400,000.00, in order for them to close on the subject exercise of offer and right of first refusal of Exhibit "2". The defendant's, through their attorney, stated that they had contacted DEP, who made the prior offer and were informed that the valuation would be decreased, perhaps by as much as \$400,000.00, due to depreciation of land values. This statement was denied by DEP upon further investigation by the plaintiffs.

48. That it is obvious from the correspondence of the Defendants herein, that at the time of the exercise of their right of first refusal, that they did not have the proper amount of money to pay the purchase price and had planned to deceive and defraud Plaintiffs into accepting a lower price than the original.

49. That the conduct of the Defendants herein in fraudulently inducing Plaintiffs to enter into the exercise of the contract of right of first refusal was either grossly negligent or willful, wanton and reckless fraud.

50. That as a result of the fraudulent conduct of the Defendants herein, Oorah, Inc., Oorah Catskill Retreat, LLC, and Eliyohu Mintz, Plaintiffs have been damaged in the amount of the sale of the subject property of \$1,250,000.00 compensatory damages and \$10,000,000.00 punitive damages for the fraudulent conduct of the Defendants herein.

WHEREFORE, Plaintiffs demand judgment against the Defendants for fraud in the inducement in the amount of \$1,250,000.00, compensatory damages and \$10,000,000.00 punitive damages with interest, from January 13, 2006, together with the costs and disbursements of this action and for such other and further relief as to the Court may seem just and proper in the instant premises.

**FOR A FOURTH SEPARATE
AND DISTINCT
CAUSE OF ACTION**

51. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 50 as if more fully set forth herein at length.

52. That the Defendants, Oorah, Inc., Oorah Catskill Retreat, LLC, and Eliyohu Mintz, as a result of their withholding the Plaintiffs' golf cart have converted the property of the Plaintiff in the amount of \$6,000.00, plus \$700.00 for tractor repairs for a total of \$6,700.00.

WHEREFORE, Plaintiffs demand judgment in the amount of \$6,700.00 for conversion, together with the costs and disbursements of this action and for such other and further relief as to the Court may seem just and proper in the instant premises.

**FOR A FIFTH SEPARATE
AND DISTINCT
CAUSE OF ACTION**

53. The Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 52 as if more fully set forth herein at length.

54. That as a result of the conduct of the Defendants herein, the Plaintiffs' lawns were damaged on their 20.52 acres of land by unrestrained animals.

55. That the negligence of the Defendants herein have caused damage to the Plaintiffs in the amount of \$10,000.00.

WHEREFORE, Plaintiffs demand judgment in the amount of \$10,000.00 for negligence

and property damage, together with the costs and disbursements of this action and for such other and further relief as to the Court may seem just and proper in the instant premises.

**FOR A SIXTH SEPARATE
AND DISTINCT
CAUSE OF ACTION**

56. The Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 55 as if more fully set forth herein at length.

57. That the Defendants, Oorah, Inc., Oorah Catskill Retreat, LLC, and Eliyohu Mintz, have failed and refuse to reimburse the Plaintiffs for various money advanced for work, labor and services, monies due and owing and other things during the time that the property was operated by the Defendants in the amount of \$8,000.00.

58. That the Plaintiffs have been damaged thereby in the amount of \$8,000.00.

WHEREFORE, Plaintiffs demand judgment in the amount of \$8,000.00 for monies due and owing, together with the costs and disbursements of this action and for such other and further relief as to the Court may seem just and proper in the instant premises.

**FOR A SEVENTH SEPARATE AND
DISTINCT CAUSE OF ACTION**

59. The Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 58 as if more fully set forth herein at length.

60. That the Defendants, Oorah, Inc., Oorah Catskill Retreat, LLC, and Eliyohu Mintz, promised and agreed to build a fence to maintain their animals off of the 20.52 acres reserved to the Plaintiffs herein bordering the 400+/- acres adjoining the subject property described in Exhibit "2".

61. That the cost to the Plaintiffs to build the agreed on fencing is \$40,000.00.

62. That as a result of the breach of contracts of the Defendants, Oorah, Inc., Oorah Catskill Retreat, LLC, and Eliyohu Mintz, with the Plaintiffs, the Plaintiffs have been damaged in the amount of \$40,000.00.

WHEREFORE, Plaintiffs demand judgment against the Defendants, Oorah, Inc., Oorah Catskill Retreat, LLC, and Eliyohu Mintz, in the amount of \$40,000.00 for breach of contract together with the costs and disbursements of this action and for such other and further relief as to

the Court may seem just and proper in the instant premises.

Dated April 28, 2009
Stamford, New York

Yours etc.,

JACOBS & JACOBS, ESQS.

By 

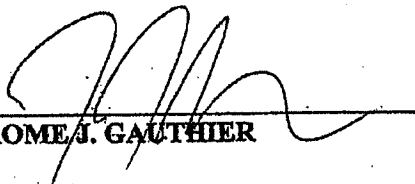
Michael A. Jacobs

Attorneys for Plaintiff
The Madison Building
31 Lake Street, P.O. Box 159
Stamford, New York 12167
(607) 652-7511

VERIFICATION

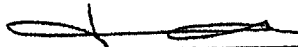
STATE OF FLORIDA)
 : ss.
COUNTY OF MANATEE)

Jerome J. Gauthier, being duly sworn, depose and say that deponent is one of the Plaintiffs in the within action; that deponent has read the foregoing Complaint and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.

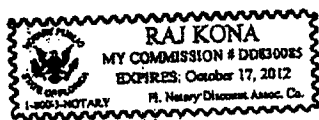


JEROME J. GAUTHIER

Sworn to before me
this 9 day of April, 2009



Notary Public:



STATE OF NEW YORK

Index No.

COURT, COUNTY OF

Year

Jerome J. Gauthier and Jerome J. Gauthier as Trustee of the Gauthier Family Charitable Remainder Unitrust U/A dated March 22, 2006, and Jerome J. Gauthier Revocable Trust dated April 2, 1992,

Plaintiffs,

- against -

Oorah, Inc., Oorah Catskill Retreat, LLC, and Eliyohu Mintz,

Defendants.

SUMMONS AND VERIFIED COMPLAINT

JACOBS & JACOBS, ESQS.

Attorneys for Plaintiffs

Office and P.O. Address
The Madison Building
31 Lake Street, P.O. Box 159
Stamford, New York 12167
(607) 652-7511

Due and timely service of a copy of the within is hereby admitted on _____

Signature (Rule 130-1.1-a)

Attorney(s) for _____

Print Name Beneath _____

NOTICE OF ENTRY

Please take notice that the within is a true copy of a duly entered in the office of the clerk of the within named court on _____

NOTICE OF SETTLEMENT

Please take notice that an order of which the within is a true copy will be presented for settlement to the one of the judges of the within named Court,

Hon.
at
on
Dated;

at _____ M
Yours, etc.