

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

JOEL ENGELMAN,

Plaintiff,

-against-

VERIFIED
COMPLAINT

UNITED TALMUDICAL ACADEMY, SATMAR
BUNGALOW COLONY, and AVROHOM REICHMAN,

Index No. 24507/08

Defendants.

Plaintiff, by and through the Law Office of Gerald P. Gross, as and for a
Verified Complaint, respectfully pleads as follows:

1. Plaintiff, Joel Engelman, is a natural person, born on June 24, 1985, residing in Brooklyn, New York
2. Defendant, United Talmudical Academy (hereinafter, "UTA"), is a nonpublic, religious school, operated by the Satmar Chassidic movement, which owns operates, and manages certain school buildings in and about the Williamsburg section of Brooklyn, and maintains an office at 82 Lee Avenue, Brooklyn, New York.
3. Defendant Satmar Bungalow Colony is located at or about the intersection of State Route 17B and State Highway 55, in White Lake, New York, where it operated a bungalow colony and camp.
4. That Joel Engelman, in or about October and November, 1993, was a student at UTA, when he was eight years-old.
5. That defendant Avrohom Reichman is a natural person, residing in Brooklyn, New York.
6. That Avrohom Reichman has, over the course of many decades, been employed by UTA and the Satmar Bungalow Colony, including but not limited to, as a principal²⁰ and "rebbe" (teacher of Jewish subjects).
7. That UTA and Reichman owed, and continue to owe, a fiduciary duty to Joel Engelman.
8. That UTA and Reichman owed, and continue to owe, a special and/or

heightened duty of care to Joel Engelman.

9. That UTA and Reichman owed the duty of in loco parentis to Joel Engelman.
10. That in or about October and November, 1993, when Reichman was a principal employed at UTA, Reichman sexually assaulted and abused the eight year old Joel Engelman.
11. That UTA then lacked and continues to lack basic rules protecting children such as Joel Engelman from sexual assault, including but not limited to, written rules and regulations prohibiting sexual contact between UTA principals, teachers and other employees with children; rules prohibiting corporal punishment; rules prohibiting UTA employees and children being alone together in the same room; rules requiring background checks on all employees; rules requiring mandatory reporting of any and all sexual abuse incidents to government law enforcement and child protection authorities; rules requiring discipline, including immediate termination, of employees who sexually abuse and/or inflict corporal punishment.
12. That UTA failed to adequately protect its student, Joel Engelman, from sexual assault and abuse.
13. That as a result of UTA and Reichman's wrongful conduct, Joel Engelman suffered grievously.
14. That Joel Engelman suffered psychological and physical injury, which required medical and psychological treatment; his grades, socialization, personal familial and other relationships suffered; his sleep patterns suffered; his religious growth and development in the Jewish religion suffered; he was required to attend multiple schools; he suffered from panic and anxiety; and he suffered other serious and grievous personal and other injuries.
15. That aware that the statute of limitations may be expiring for bringing a criminal prosecution against Reichman, Joel Engelman contacted defendants in or about early April 2008.
16. That delivered to Reichman in early April 2008 was a letter, in the Yiddish language, Exhibit A herewith (together with an English translation), which demanded Reichman's immediate resignation from any type of employment where he comes into close proximity to children, including school and camp.
17. That various Satmar officials then contacted Joel Engelman and his family on various dates in April 2008, purporting to investigate the claims.
18. That during this investigation, and prior thereto, it was learned by

various Satmar officials, that there were multiple, credible complaints of sexual abuse made against Reichman.

19. That in April 2008, Satmar officials, acting on behalf of UTA and the Satmar Bungalow Colony, determined that Reichman was guilty of sexual abuse, against Joel Engelman and others.
20. That in April 2008, it was agreed among all parties that Reichman would be immediately and permanently terminated from all school, bungalow, camp, and any other Satmar related employment where he might come into close proximity to children; and Joel Engelman would not file any civil lawsuit, nor file any criminal complaint with law enforcement authorities.
21. That defendants fraudulently induced Joel Engelman to enter into this exchange of mutual promises, and oral contract.
22. That defendants' motivation was the expiration of the criminal statute of limitations for sex crimes on the 23rd birthday of Joel Engelman on June 24, 2008.
23. That in breach of the promises and oral contract, Reichman has most recently been working as a teacher and/or rebbe at the Satmar Bungalow Colony, during the Summer, 2008, in White Lake, New York.
24. That upon learning that Reichman is working at the Satmar Bungalow Colony, Joel Engelman again attempted, in July 2008, to have Reichman removed from his position by distributing in the White Lake region a Yiddish-language flyer, Exhibit B herewith (with an English translation), warning people that Reichman has a history of child sexual molestation.
25. That notwithstanding the written warning, Reichman continued to teach at the Satmar Bungalow Colony and camp, and has been videotaped doing so.
26. That Joel Engelman has now been denied access to the New York courts for the purpose of criminally prosecuting Avrohom Reichman.

FIRST CAUSE OF ACTION

27. Plaintiff repeats paras. 1-26 above.
28. That plaintiff has been fraudulently induced by defendants to enter into a promise, suffered damage, and has been injured.

SECOND CAUSE OF ACTION

29. Plaintiff repeats paras. 1-26 above.

30. Defendants conspired to defraud plaintiff, who has been damaged and injured.

THIRD CAUSE OF ACTION

31. Plaintiff repeats paras. 1-26 above.

32. Defendants breached their promises to, and their contract with, plaintiff, and as a result, plaintiff has been damaged and injured.

FOURTH CAUSE OF ACTION

33. Plaintiff repeats paras. 1-26 above.

34. Defendants intentionally inflicted great emotional distress and trauma upon plaintiff, by denying him the opportunity to criminally prosecute Avrohom Reichman, in exchange for a fraudulent promise. This conduct is outrageous, and beyond the bounds of all decent and humane society.

FIFTH CAUSE OF ACTION

35. Plaintiff repeats paras. 1-26 above.

36. Defendants intentionally made false misrepresentations of fact, and as a result, plaintiff has been damaged and injured.

SIXTH CAUSE OF ACTION

37. Plaintiff repeats paras. 1-26 above.

38. That defendants intentionally inflicted harm upon plaintiff.

39. That there is no reasonable excuse nor justification for defendants' conduct, which would otherwise be lawful.

40. That plaintiff has been damaged, including special damages.

SEVENTH CAUSE OF ACTION

41. Plaintiff repeats paras. 1-26 above.

42. Defendants have breached their fiduciary duty to plaintiff, and as a result, plaintiff has been injured.

AD DAMNUM WHEREFORE, plaintiff demands judgment on all causes of action in the amount of \$5 million, together with punitive damages in an amount to be determined by the jury, together with costs, disbursements, and applicable interest.

Dated: August 27, 2008
Cedarhurst, New York

Yours, etc.

ELLIOT B. PASIK
Of counsel, Law Office of Gerald P. Gross
Attorney for plaintiff
366 Pearsall Avenue, Suite 5
Cedarhurst, New York 11516
Telephone: (516) 371-2800