

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

-----X
BOARD OF MANAGERS OF TWO WATERLINE
SQUARE CONDOMINIUM,

Index No.

Plaintiff,

-against-

JACOB BOTACH, aka SHMULEY BOTEACH,
DEBORAH BOTACH,

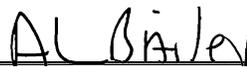
Defendants.

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SUMMONS

To the above named Defendant(s):

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer on the Plaintiff's Attorney(s) within 20 days after service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: November 12, 2025



ADAM LEITMAN BAILEY, ESQ.
ADAM LEITMAN BAILEY, P.C.
One Battery Park Plaza, 18th Floor
New York, New York 10004
(212) 825-0365

To: Jacob Botach
Deborah Botach
400 West 61st Street, 23P
New York, NY 10023

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

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BOARD OF MANAGERS OF TWO WATERLINE
SQUARE CONDOMINIUM,

Plaintiff,

Index No.

COMPLAINT

-against-

JACOB BOTACH, aka SHMULEY BOTEACH,
DEBORAH BOTACH,

Defendants.

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Plaintiff BOARD OF MANAGERS OF TWO WATERLINE SQUARE CONDOMINIUM,
by ADAM LEITMAN BAILEY, P.C., their attorneys, complaining of defendants herein,
respectfully allege as follows upon information and belief:

THE PARTIES

1. Plaintiff, Board of Managers of Two Waterline Square Condominium, is the manager of the Two Waterline Square Condominium, a mixed-use Condominium located at 400 West 61st Street, also known as 30 Riverside Boulevard, in Manhattan, created in February 2020 by the recording of a Declaration of Condominium. The Board is elected by and represents all of the Unit Owners, and is charged with administering all nature of matters that can arise in a common-interest community.

2. Two Waterline Square is a part of the Waterline Square development, a 5-acre, \$2.3 billion luxury condominium and rental development located on the far west side of Manhattan from 59th to 62nd Street. Waterline Square contains three residential towers, One, Two and Three Waterline Square, with a total of over 1,000 condominium and rental apartments, along with a park, a school a health club and several other luxury amenities.

3. Two Waterline Square (the “Condominium”) is the largest of the three buildings and consists of 646 apartments - 160 luxury, market-rate condominium units, 330 market-rate luxury rental apartments, and 156 affordable rental apartments, along with retail and garage units.

4. The 160 individual condominium units are collectively known as The Tower Units and are governed by both the Condominium By-Laws covering all 646 apartments and separate Tower By-Laws governing only the 160 condominium units. When purchasing a Unit, Condominium owners agree to be contractually bound by the By-Laws and the Declaration of Condominium, jointly referred to as the “Condominium Documents.”

5. Defendants Jacob Botach and Deborah Botach purchased Tower Unit 23P on January 22, 2022 for just under \$4.5 million.

6. Defendant Jacob Botach (“Botach”), aka Rabbi Shmuley Boteach, is a public figure and represents himself as the self-appointed “America’s Rabbi,” although apparently no longer affiliated with any major rabbinical organization.

NATURE OF THE ACTION

7. This matter arises out of Defendant Botach’s decision to create a *cause celebre* as part of his refusal to pay the \$710 rental and cleaning fees for his uses of a common room located on the 18th floor of the Condominium in May 2025 and September 2025.

8. Instead of agreeing to pay the fees, which the Condominium charges all Unit Owners for the use of the particular room irrespective of the nature of the use, Botach has undertaken a campaign to smear the reputation of each of the members of the Board and their agents and employees.

9. And because he apparently used the common room to hold a memorial service for a victim of the 2023 Hamas massacre of Israelis, Botach has concluded that the Board's charging him \$710 is equivalent to the Holocaust.

10. Botach's hyperbolic, defamatory, and frankly offensive actions interfere with the Board's harmonious administration of the Condominium and the Unit Owners' quiet use and enjoyment of their homes, and constitute both a private nuisance and defamation per se.

FACTS PERTAINING TO ALL CAUSES OF ACTION

BOTACH LIKENS BOARD'S LEVYING OF \$710 FEES TO COMPLICITY IN THE TORTURE AND MURDER OF JEWS THROUGHOUT HISTORY

11. In accordance with the duly Condominium By-Laws and Rules and Regulations, the Board adopted additional rules regarding the use of Condominium amenities, among them a suite of rooms for entertaining on the 18th floor of the Condominium.

12. Those rules require, among other things, reserving the rooms, signing a rental agreement, and paying set fees for their use and for post-use cleaning.

13. In May 2025, Botach held a gathering in the common room 18th floor, which had a set rental of \$500 and a \$210 cleaning fee.

14. Botach had not reserved the common room, had not signed a rental agreement and had not paid the rental or cleaning fee prior to or subsequent to using the room. When the Condominium learned of his use, they added fees of \$710.00 to the Botachs' account.

15. In September 2025, Botach again used the common room without reserving it, signing a rental agreement or paying for its use.

16. Again, the Board added fees of \$710.00 to the Botachs' account in October 2025.

17. Botach has vehemently, if unjustifiably refused to pay the \$1,420.00.

18. As a result, the Board added additional late fees of \$200 for each unpaid use, for a total of an additional \$400.00.

19. According to Botach, the May gathering was a memorial service for Shani Louk, who was brutalized and killed by Hamas in the October 7, 2023 massacre in Israel, and he has apparently taken the position that his purpose or motivation for the use precludes the Condominium from charging him the same as it charges anyone else when they use the space, for whatever reasons.

20. Nothing in the Amenity Rules or any other Condominium document calls for, or even allows the Condominium to dispense with the rental fees. Rather, the Condominium charges all users the same fee regardless of the purpose of the use of the amenity.

21. In lieu of simply paying the \$710 fee for the use of a common room in a Condominium he paid over \$4 million to live in, Botach has undertaken a campaign to defame, threaten, insult and coerce the Board and its agents, alleging that the \$710 fee is proof of anti-semitism, and that its imposition desecrates the memory not only of the victims of October 7 but of all other tragedies throughout Jewish history and is a thread of the same fabric of history that produced the Holocaust—all this for \$710, what would be to a man who can buy a \$4 million condominium, essentially pocket change.

22. Amongst numerous examples,¹ on September 4, 2025, Botach circulated an email containing the following:

For all the owners at Waterline, these are the consequences of standing up to antisemitism in our building.

...

If they [the board] proceed to take action, rather than simply removing the charge for hosting Nissim Louk (the father of the October 7 victim) and getting Jun Hu and Nancy Chen (“Rabbis are supposed to be moral and I’m so disappointed in your behavior as a rabbi”) to apologize, I will let the matter go.

¹ All quotations from Defendant Botach are *sic*.

If not, know that their legal action will embroil all of Waterline in the coming litigation which is going to massive, national and ugly.

I WILL NOT BE PUNISHED FOR HAVING A FEW FRIENDS OVER TO COMFORT A JEWISH FATHER WHOSE DAUGHTER WAS MURDERED BY HAMAS. Waterline will be in the national news for their attempt to squash memorials for Jews murdered by Hamas, as is happening in other places all around the country and who are being sued for it.

As owners, you all deserve to know what’s about to happen. And ask yourselves, since the bigots at First Residential took over, are you better off?

Our building is being mismanaged. That bad enough. But making our building toxic and radioactive nationally with serious allegations of antisemitism will just need a sad addition.

And the first people we will subpoena and depose are the board who allowed this and supposed champions of Israel like Dan Senor [a board member] who has been utterly silent and Randi Wax [board president] who is utterly compromised in the emails she sent me.

23. Likewise, on October 23, 2025, Botach circulated an email to the Board and to an email list of Unit Owners asserting the following:

To our corrupt and only half-elected board:

Stop the garbage and abuse of Waterline’s continued, illegal, unlawful and attempts at extortion for “room rental” and “cleaning fees” related to a tiny Shani Louk memorial – a woman raped and defaulted [sic] on October 7, 2023, becoming that massacre day’s most famous victim – on the 18th floor that has led to months of discrimination and persecution by the Waterline Square 2 board and First Residential, the building’s property management company.

We are up to date with all payments save for this blatantly discriminatory and illegal fee, levied specially against Jewish supporters of Israel. We will NEVER acquiesce to your disgusting and discriminatory treatment, even if it takes ten years in court. We are proud to be Jewish and we love Israel, even as other members of our community, including on the board, seemingly run from it like the plague.

...

The owners have asked you for months to justify what you did and you cannot provide any justification because there is none. So, take off the disgusting, abusive antisemitic, Israel-hating bill for the one hour use of that tiny room on the 18th floor for which we already pay thousands per month. You will not shame us.

...

If you don’t immediately take off the separate charges of \$200 and \$500 each month

under the labels of "room rental" and "cleaning fees," which is an antisemitic desecration of Shani Louk's blessed memory, we will cease all payments and we'll begin the litigation that will cost the building \$1m to recover \$700.

...

Try and continue to discriminate against me further as a Jew and as Israel lover and we will ensure that the corrupt board is held to account.

24. Botach has also taken to Facebook, where he has upwards of 900,000 followers, to post defamatory material designed only to insult and incite. For example, a September 4, 2025 posting asks:

"Why is @Waterline Square threatening me with Legal Action for Hosting a tiny Memorial for October 7th's Most famous victim Shani Louk? Does this reflect their attitude to Israel and Jews?"

25. And in a Facebook post on September 10, 2025, he likened the Board's enforcement of the Amenity Rental Agreement with Nazis forbidding Jewish funerals:

@waterlinesquare - vomit 🤢 This shameful saga – to which I offered Waterline an opportunity to respond in writing which they steadfastly refused – fits into a dark historical pattern. Jews have long been punished not only for living, but for mourning. In medieval Europe, rulers charged Jews exorbitant fees for burials—or denied them entirely. In Nazi Germany, Jewish funerals were forbidden; bodies were dumped into pits, families denied Kaddish.

Now, in Manhattan, a rabbi is threatened with dire legal consequences for hosting a tiny memorial for Shani Louk.

The methods change. The intent does not: erase Jewish grief, silence Jewish memory.

Judaism is built on memory. "Zachor"—Remember—is our most repeated commandment.

To remember Amalek. To remember Egypt. To remember Sinai. And above all, to remember the murdered.

To punish Jews with manufactured extortionate fees and financial penalties for remembering Shani Louk is to desecrate the victim. It is to side with Hamas in erasing Jewish lives.

And why does all this matter? Because New York City in general, and, in this case, Waterline Square and other luxury residences in particular, have revealed themselves as places where visible Jews are being forced to become invisible. In

short, New York is becoming Europe.

26. The \$710 fees are uniformly charged to everyone using the common room, regardless of the type of get-together, and equally regardless of the religion or heritage of the Unit Owner. Indeed, *waiving* the fee on the basis of religion would be a discriminatory act against those *not* of that religion.

**BOTACH HARASSES BOARD MEMBERS AND ACCUSES
THEM OF CORRUPTION FOR ACTING IN STRICT ACCORDANCE
WITH THE BY-LAWS**

27. In or around August 2025, two members of the five-member Board of Managers of the Condominium resigned, leaving two vacancies.

28. Tower By-Law §2.6² provides in pertinent part:

Vacancies on Tower Board. [A]ny vacancy on the Tower Board for whatever reason shall be filled by the members of the Tower Board then in office at a special meeting of the Tower Board held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and any person so elected shall be a member of the Tower Board until the next annual meeting of Tower Unit Owners, when a successor shall be elected for the remainder of the term of the member creating such vacancy.

29. A special meeting was held and the remaining members of the Board appointed two new members, Shmuel Kliger, Ph.D.,³ and Joan Lakhanpal, M.D., were appointed to fill the open seats until the next annual meeting of Unit Owners in June 2026.

30. Botach objected, claiming via email on September 5, 2025, that “based on the statutes and by-laws, as I received the next highest tally of votes, I must be admitted to the board. Please confirm my appointment.”⁴

31. Despite the clear directive of the By-Laws and the propriety of the actions taken by

² The full bylaws are publicly recorded in ACRIS along with the declaration of condominium and are thus publicly available to the whole world.

³ A person of the Jewish faith and a veteran of the Israeli Defense Forces.

⁴ At the previous annual meeting of Unit Owners, the Defendant received one vote.

the Board to fill the vacancies, Botach continues to insist that the Board is now illegally constituted, and he continues to publicly accuse the Board of being corrupt, fraudulent and antisemitic—thus both protesting the Board’s alleged antisemitism *and* its appointment of a Jewish person to the Board.

32. On September 9, 2025, Botach sent an email to Dr. Kliger, copied to the entire Board as well as a mailing list of several Tower Unit Owners, with the subject “Shmuel Kliger, our new fraudulently elected Board Member.”

33. In this email, Botach not only questioned Dr. Kliger’s educational attainments by referring to a “purported PH.D.”⁵ but his Israeli and Jewish *bona fides*, apparently because, in Botach’s view, the announcement of the appointment of Dr. Kliger is not sufficiently explicit about Dr. Kliger’s background and army service. He also accuses the board members of corruption and “vile, deplorable, and vomitous antisemitism.”

34. Apparently not satisfied with his emailed smears against the Board and its new members, upon information and belief, on the following day, September 10, 2025, Defendant issued a “Press Release” to a publication over which he apparently has full editorial control, which was also circulated to the Board, First Residential - the Condominium’s managing agent - and several other Unit Owners and posted on his various social media pages, with the Subject: “Re: Shmuel Kliger, our new fraudulently elected Board Member.”

35. The Press Release again questions Dr. Kliger’s Jewishness and accuses him of attempting to “sanitize, downplay or erase [his] Jewish Israeli identity” and “erasure” by noting he was in the IDF but not spelling out “Israel Defense Forces,” and also putting forth the same combination of unfounded allegations of wrongdoing and defamatory allegations of antisemitism:

⁵ Dr. Kliger obtained a Ph.D. in computer sciences from the Weizmann Institute of Science located in Rehovot, Israel, and is currently a Member of the Board of Directors of the American Committee for the Weizmann Institute.

FOR IMMEDIATE RELEASE September 10, 2025

Waterline Square Board, Accused of Antisemitic Actions and Corrupt Power Grab; Two Resignations Followed by Owner-less “Election” of Replacements

New York, NY — Residents at Waterline Square are condemning what they describe as a corrupt, owner-less power grab—and a continuation of antisemitic whitewashing—by the Tower Section Board after two members resigned and were replaced without a resident vote. On September 8, following the resignations of Ilana Nikraves (Aug. 22) and Debbie Priftakis (Sept. 5), the remaining Board members—Nancy Chen, Randi Wax, Property Manager Jun Hu of First Residential and his superior Maria Hirst, and “absentee” member Dan Senor – unilaterally “elected” two replacements, Shmuel Kliger and Dr. Joan Lakhanpal, without any vote of owners or residents. The Board circulated a memo citing by-Laws (Art. 2, Sec. 2.6) to justify the move, but residents describe the maneuver as an illegitimate backroom appointment that silenced the ownership.

The notice was sent out by newly appointed Manager Niall Cooney in what has become a revolving door for managers fired and replaced by Waterline over the last five years.

Residents and Rabbi Shmuel Boteach further allege a pattern of antisemitism by the same Board leadership, citing months of hostility to a tiny memorial for Shani Louk, the young Israeli woman murdered by Hamas on October 7. According to Rabbi Boteach, the Board threatened him over a ten-person memorial gathering and diverted substantial owner funds to high-priced attorneys to harass and bully him.

In what residents call a telling example of erasure, the board’s announcement for Shmuel Kliger – an Israeli born in Israel – presented a full professional bio while omitting any mention of Israel. Even a tiny aside about the IDF, an unknown acronym to most readers, made sure not to say “Israel Defense Forces” and emphasized that he worked only on computers. Residents see this as the same pattern that accompanied the Shani Louk memorial controversy: sanitize, downplay or erase the Jewish Israeli identity whenever possible, degree the Israeli army and its actions to protect civilians, while weaponizing process to punish those who honor it.

“This isn’t governance, it’s a corrupt coup led by Nancy Chen, Randi Wax, June Hu and absentee Dan Senor – and it comes wrapped in the same antisemitic whitewash we saw when they targeted us for honoring Shani Louk” said Rabbi Shmuel Boteach. “They didn’t just bypass democracy; they scrubbed Israel from an Israeli board member’s bio. That’s not an oversight – it’s a message.”

The "Press Release" was published by World Values Network, upon information and belief an organization controlled and operated by Defendant Botach.

36. Even as he cites the provision authorizing the Board to act as it did, Botach refuses to acknowledge its plain meaning and continues to make false, outrageous and defamatory allegations against the Board, and goes so far as to question the Jewish and Israeli *bona fides* of Dr. Kliger.

37. In that same screed, Botach falsely accuses Board President Randi Wax of "an antisemitic whitewash" by "scrubb[ing] Israel from an Israeli board member's bio." Ms. Wax is a philanthropist who, with her husband, has contributed significant funds to numerous Israeli causes, several of them security related, including underwriting the construction of facilities on an IDF base; endowing the John Hannah Fellowship at the Jewish Institute of National Security; assisting in providing needed supplies in the aftermath of the October 7 massacre; and hosting in their home several of the very hostages Botach accuses the Board of dishonoring.

38. Defendant's unreasonable and intentional allegations of corruption and antisemitism where none exist are motivated by his intention to disrupt, harass, injure and otherwise interfere with the efficient administration and quiet enjoyment of the Condominium and the enjoyment of the Unit Owners' property.

BOTACH INVENTS A CRIME

39. On September 29, 2025, First Residential left a letter at the Condominium's concierge desk for Defendant Botach regarding use of the 18th floor terrace.

40. At 7:20 p.m. on that day, Medo Kolenvic was working at the concierge desk when Defendant came into the lobby.

41. Mr. Kolenvic told Defendant that there was a package for him at the desk.

42. Defendant Botach looked at the package and apparently saw that it was from First Residential, declined to accept it and walked away from the lobby.

43. Shortly thereafter Botach returned to the lobby in a highly agitated state and began yelling at Mr. Kolenvic and accusing him of illegally attempting to “serve him legal papers” And causing a brouhaha to erupt in the lobby.

44. Defendant Botach recorded the incident on his phone without the consent of Mr. Kolenvic, and the next day posted the recording of the incident on his public Instagram page without the consent of Mr. Kolenvic.

45. Also on September 30, 2025, Botach sent the following via email to the Board, First Residential and several Unit Owners:

Subject: Complaint Regarding Illegal Conduct by Waterline Square Board and First Service Residential

Dear Members of the Waterline Square board and Representatives of First Service Residential,

I write to lodge a formal complaint regarding a serious violation of New York State and City law caused by the actions of the Board and its managing agent

You compelled Meadow, a young concierge employee with no legal training and no license, to act as a process server. In doing so, you placed him in legal jeopardy, as both state and city law are explicit: process service may only be carried out by a disinterested adult (Meadow is a First Service Employee) who is properly licensed when serving in New York City. By forcing an innocent employee to serve legal documents without the required license, you have broken the law and exposed him to serious and unnecessary risk.

...

The Board’s actions caused Meadow – who was simply performing his duties as a concierge – to become an unlicensed process server, exposing him to potential liability for criminal or civil penalties. We are demanding that First Service Residential accept full responsibility for covering any and all legal costs meadow may incur as a result of your misconduct.

We are also preparing additional complaints to the appropriate authorities, including the New York Bar, against attorney Rob Braverman for orchestrating this unlawful act. His repeated misconduct will, we are confident, ultimately result in disbarment.

The law is clear, and yet the following individuals broke it by compelling an innocent employee to commit an illegal act: Rob Braverman, Randi Wax, Dan Senior, Shmuel Kliger, Jun Hu, Maria Hurst, Niall Cooney and Nancy Chen.

This matter will not be ignored. We intend to pursue every available legal and regulatory avenue to hold the Board and its agents accountable.

46. At no time prior to the commencement of the instant lawsuit did anyone associated with the Condominium attempt to serve process upon Defendant Botach.

47. The attempted delivery of a letter by a building concierge does not constitute a criminal act.

48. Nevertheless, Mr. Botach continues to make unfounded and damaging assertions and threats of prosecution against the Condominium Board, First Residential and Mr. Kolenvic regarding the incident.

49. Botach's unhinged, legally specious, unreasonable, intentional and defamatory actions were designed to harass, intimidate, disrupt and interfere with the efficient and peaceful management of the Condominium, and to deprive the Condominium Board and Unit Owners of their right to the quiet enjoyment and peaceable use of their property.

**DEFENDANT BOTACH'S VERBAL HARASSMENT AND THREATENING
BEHAVIOR TOWARD BUILDING STAFF**

50. On November 4, 2025, at approximately 4:35 p.m., Defendant Botach entered into the lobby of The Condominium and approached Niall Cooney and Medo Kolenvic, both of whom were on duty at the Condominium at the time.

51. At that time there were also several building residents in the lobby.

52. Because Botach had, on more than one occasion, made serious allegations of malfeasance and corruption against Cooney, prior to November 4 Cooney had advised Botach that he would not directly speak or otherwise interact with him.

53. Notwithstanding, Defendant Botach approached Cooney and asked him who he was, to which Cooney replied that they had met.

54. Defendant then thrust his hand toward Cooney and asked if he would shake, to which Cooney replied that he would “respectfully decline.”

55. At that time Defendant began shouting in a threatening manner at Messrs. Cooney and Kolenvic, again accusing them of unspecified illegal activity and corruption.

56. Cooney and Kolenvic tried to walk away from Defendant, who continued to shout about alleged corruption and threaten Cooney and Kolenvic.

57. Defendant followed Cooney around the lobby and outside the door, shouting at Cooney the entire time while apparently recording the entire incident.

58. After approximately two to three minutes, Defendant shouted at Mr. Cooney that “we are coming after you big time,” and left the lobby.

59. At all times during the incident, the actions of the Defendant placed Mr. Cooney and Mr. Kolenvic in reasonable fear for their safety.

60. Defendant’s actions were designed to harass, intimidate, disrupt and interfere with the efficient management and peaceful use of the Condominium, and to deprive the Condominium Board and Unit Owners of their right to the quiet enjoyment peaceable use of their property.

**AS AND FOR A FIRST CAUSE OF ACTION FOR PRIVATE NUISANCE
AGAINST DEFENDANT JACOB BOTACH**

61. Plaintiff repeats and realleges all of the foregoing as though set forth fully herein.

62. Plaintiff and the Unit Owners it represents are entitled to use and enjoy the use of their property free of unreasonable interference, damage, annoyance and disturbances.

63. The acts of Defendants Jacob Botach substantially interfere with Plaintiff's right and duty to use, enjoy, and administer the property.

64. The acts of Defendant Jacob Botach, are intentional.

65. The acts of Defendant Jacob Botach are unreasonable in character.

66. The acts of Defendant Jacob Botach constitute a private nuisance.

67. Plaintiff has no adequate remedy at law for Defendant's creation of a private nuisance, and are entitled to have Botach enjoined from continuing his behavior.

**AS AND FOR A SECOND CAUSE OF ACTION FOR A
PERMANENT INJUNCTION AGAINST DEFENDANT JACOB BOTACH**

68. Plaintiff repeat and reallege all of the foregoing as though set forth fully herein.

69. Plaintiff is under a duty to maintain the peace and cooperative nature of the community it administers.

70. Defendant Botach's ongoing acts have resulted and continue to result in a substantial, intentional and unreasonable interference with Plaintiff's ability to discharge this duty.

71. Condominiums such as the one administered by the Plaintiff can only function for their designed purpose if it has a Board of Managers that maintains the peace of the building and requires benign interactions amongst those who occupy and use the complex.

72. Defendant Botach, however, has chosen to be the disruptor of the complex.

73. Plaintiff's inability to satisfy its duties because of Defendants' malicious and wholly outrageous behavior is a harm that cannot be remedied at law.

74. Unless Defendant ceases creating the nuisances alleged above, and ceases and desists from continuing such nuisances, Plaintiff will continue to be irreparably harmed.

75. Monetary damages are inadequate to compensate Plaintiff for the continuing harm of the ongoing violations.

76. Plaintiff has no adequate remedy at law for the ongoing violations.

77. By reason of the foregoing, Plaintiff is entitled to permanent injunctive relief, enjoining and restraining Defendant and his agents, representatives and all other persons under his control from continuing his unreasonable, intrusive and threatening behaviors that are disruptive to Plaintiff's quiet enjoyment of their property.

**AS AND FOR A THIRD CAUSE OF ACTION AGAINST DEFENDANT
JACOB BOTACH FOR DEFAMATION**

78. Plaintiff repeats and realleges all of the foregoing as though set forth fully herein.

79. The September 10, 2025 statements of Defendant Jacob Botach to his 900,000 plus Facebook followers that the acts of Plaintiff in enforcing a house rule requiring rental payment for use of an amenity "fits into a dark historical pattern. Jews have long been punished not only for living, but for mourning. In medieval Europe, rulers charged Jews exorbitant fees for burials—or denied them entirely. In Nazi Germany, Jewish funerals were forbidden; bodies were dumped into pits, families denied Kaddish," are an objectively false comparison.

80. Defendant's statements in the September 10, 2025 press release that "Residents and Rabbi Shmuelly Boteach further allege a pattern of antisemitism by the same Board leadership,

citing months of hostility to a tiny memorial for Shani Louk, the young Israeli woman murdered by Hamas on October 7” are objectively false accusations of antisemitism.

81. Defendant’s statements in the September 10, 2025 press release that “In what residents call a telling example of erasure, the board’s announcement for Dr. Shmuel Kliger – an Israeli born in Israel – presented a full professional bio while omitting any mention of Israel. Even a tiny aside about the IDF, an unknown acrostic to most readers, made sure not to say ‘Israel Defense Forces’ and emphasized that he worked only on computers. Residents see this as the same pattern that accompanied the Shani Louk memorial controversy: sanitize, downplay or erase the Jewish Israeli identity whenever possible, degenerate the Israeli army and its actions to protect civilians, while weaponizing process to punish those who honor it” are objectively false accusations of antisemitism.

82. At the time of making the aforesaid statements, Defendant knew that they were false.

83. None of the aforesaid statements by Defendant are privileged.

84. All of the aforesaid false statements were made with the intent of falsely imputing religious animus against the Plaintiff and are per se defamatory.

**AS AND FOR A FOURTH CAUSE OF ACTION AGAINST ALL
DEFENDANTS JACOB BOTACH AND DEBORAH BOTACH
FOR BREACH OF CONTRACT**

85. Plaintiffs repeat and reallege all of the foregoing as though set forth fully herein.

86. Plaintiff Board of Managers has fully and equitably performed all of its obligations pursuant to the Condominium By-Laws.

87. Defendants Jacob and Deborah Botach, as co-owners of Unit 23P, are jointly and severally liable for all sums due and owing.

88. The acts and omissions of the Defendants are in material, continuing breach of the

Condominium Documents.

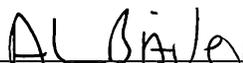
89. As a direct result of the Defendants' breaches, Plaintiff has suffered damages in an amount to be determined at the trial of this matter, plus attorneys' fees and costs of suit.

WHEREFORE, Plaintiff hereby requests that judgment be entered as follows:

- (a) On the First Cause of Action, for a Permanent Injunction directing Defendant Jacob Botach to cease any and all behaviors intended or reasonably expected to create and continue disruptions in the Tower Unit Owners' peaceable use of their real property, including but not limited to making and publishing allegations of religious animus and/or bigotry on the part of the Board of Managers and their agents and employees in their day-to-day operation of the Condominium;
- (b) On the Second Cause of Action, for a Permanent Injunction directing Defendant Jacob Botach to cease any and all behaviors intended or reasonably expected to create and continue disruptions in the Tower Unit Owners' peaceable use of their real property, including but not limited to making and publishing allegations of religious animus and/or bigotry on the part of the Board of Managers and their agents and employees in their day-to-day operation of the Condominium;
- (c) On the Third Cause of Action, for a Permanent Injunction directing Defendant Jacob Botach to cease making and publishing allegations of religious animus and/or bigotry on the part of the Board of Managers and their agents and employees in their day-to-day operation of the Condominium, and for exemplary damages in an amount to be determined at trial;
- (d) On the Fourth Cause of Action, for compensatory damages against all Defendants in an amount to be determined at trial;
- (e) Such other and further relief as to this Court seems just and proper;
- (f) Plaintiff's attorney's fees;

All together with interest and costs of suit.

Dated: New York, New York
November 12, 2025



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