

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF NEW YORK**

OORAH INC.,

Plaintiff,

v.

SCHOHARIE COUNTY, N.Y., and AMY  
GILDEMEISTER, in her individual capacity  
and official capacity as Director of Public  
Health of the Schoharie County Department of  
Health,

Defendants.

Civ. No. 1:21-cv-0138 (GTS/DJS)

**COMPLAINT**

Plaintiff, by and through undersigned counsel Storzer & Associates, P.C. and Whiteman Osterman & Hanna LLP, respectfully alleges as follows:

**PRELIMINARY STATEMENT**

1. Oorah Inc. (“Oorah”) is a charitable, non-profit Orthodox Jewish organization that operates a boys’ camp and a girls’ camp in the Towns of Jefferson and Gilboa (the “Towns”), respectively, located in Schoharie County, New York (the “County”). These facilities provide not only summer camps for Jewish children, but also religious family retreats and retreats during Jewish Holy Days.

2. Over the past decade, Oorah has time and again been subjected to official action discriminating against it on the basis of its Orthodox Jewish character by the Defendants. The goal

of these arbitrary and discriminatory actions has been to thwart the operation of Oorah's religious programs and to deter Oorah's staff, volunteers and participants from the practice of their Jewish faith. Oorah has repeatedly been forced to obtain relief against Schoharie County in the state courts in order to allow it to operate its religious facilities.

3. This hostility rose to a crescendo in 2020, when Defendants Schoharie County and Amy Gildemeister, the County's Director of Public Health, exploited the COVID-19 pandemic to shut down Oorah's operations completely in an illegal, premeditated, arbitrary and discriminatory manner.

4. Based on the barest unproven allegations of COVID-19 regulation and code violations (and in the absence of any confirmed case of COVID-19 at either Oorah facility), the Defendants, or either of them, engaged in repeated inspections of the properties, chased young Jewish children around the camps making them cry, issued cease and desist orders, demanded fines of \$65,000, and "placarded" the camps, closing them down for family and Holy Day retreats. In undertaking all of the foregoing actions, the Defendants violated various due process requirements under New York law before such actions can be taken, including not holding regulatorily required hearings, repeatedly failing to re-inspect the properties in accordance with the relevant regulations despite repeated follow-up visits and requests for same, neglecting to mention the requirement of a hearing in the cease and desist orders, and illegally revoking Oorah's Temporary Residence permits without providing an opportunity for the regulatorily required hearing and fundamental due process.

5. In spite of a New York State court holding that the County has violated Oorah's rights and enjoining enforcement of the County's orders, the County has refused to relent and has

now improperly refused to process Oorah's permits necessary to operate in 2021 until "all hearings have been concluded and fines have been paid for 2020 violations."

6. The Defendants' campaign against Oorah also stands in stark contrast to their treatment of other local entities, including SUNY-Cobleskill, with which they worked together to correct violations instead of shutting its doors, other businesses about which Defendant Gildemeister stated that "she hoped law enforcement would serve as peacemakers in such circumstances, relaying the need for safety measures without having to be punitive," and even the County itself, as meetings of the Schoharie County Board of Supervisors and its COVID-19 task force permitted attendees to be maskless, including at least one such meeting attended by Defendant Gildemeister.

7. With respect to Oorah, however, Defendant Gildemeister reportedly stated: "We've been trying to shut them down for weeks."

8. These actions—targeted against Oorah on the basis of its Orthodox Jewish nature—have resulted in Oorah being unable to celebrate religious holidays or provide religious services and retreats for its participants, prevented it from using its facilities for Rosh Hashanah and Sukkos, caused it great financial harm, and has now shut the facilities down indefinitely without any hearing or due process.

9. The Defendants' biased and arbitrary actions against Oorah over the past year are just the latest incidents in a years-long pattern of abuse of authority and discrimination against Oorah on the part of the Defendants and their various public officials.

10. Plaintiff has suffered and will continue to suffer irreparable harm based on the Defendants' actions. By depriving the Plaintiff and its participants of critical religious worship

and practices associated with their Orthodox Jewish religious beliefs, Defendants continue to trample on Plaintiff's constitutional rights.

11. The Plaintiff, through this action, therefore seeks immediate judicial relief from Defendant's discriminatory restrictions by way of a preliminary and permanent injunction.

12. Plaintiff further seeks compensatory and punitive damages.

### **PARTIES**

13. OORAH INC. ("Oorah") is a charitable, I.R.S. section 501(c)(3) Jewish non-profit corporation incorporated under the laws of the State of New Jersey. It is registered as a foreign corporation in the State of New York.

14. SCHOHARIE COUNTY, NEW YORK, is a municipal corporation organized and existing pursuant to the laws of the State of New York.

15. AMY GILDEMEISTER is a resident of Schoharie County, and is the Director of Public Health of the Schoharie County Department of Health.

### **JURISDICTION AND VENUE**

16. The subject matter jurisdiction of this Court is founded upon 28 U.S.C. § 1331 (federal question jurisdiction) in that this action is brought under 42 U.S.C. § 1983.

17. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) in that all of the events giving rise to the claims herein occurred in this District and the Defendants are subject to personal jurisdiction in this District as of the commencement of this action.

### **FACTUAL ALLEGATIONS**

Oorah Inc.

18. Oorah is a non-profit charitable organization with a mission of “awakening Jewish children and their families to their heritage.”

19. Oorah’s origins trace to 1972 when Oorah’s founder, Rabbi Chaim Mintz, began spiritual, educational and charitable outreach in the Jewish community in the tristate area encompassing New York, New Jersey and Pennsylvania.

20. Rabbi Mintz, who today remains Oorah’s spiritual leader and advisor as well as a member of its Board of Trustees, has nearly fifty years of experience in Jewish education and outreach, and has extensive Rabbinical training.

21. Oorah’s mission is to educate Jewish families as to their Jewish heritage and enable them to experience the beauty of Jewish life and religious practice in a joyful, immersive environment.

22. Oorah’s activities constitute Jewish religious exercise and are in furtherance of its religious beliefs.

23. Oorah’s charitable goal is to provide Jewish children and families with opportunities to make their Judaic heritage more personal, relevant, and meaningful.

24. In particular, Oorah seeks to provide a strong, all-encompassing network of personal guidance and educational resources to develop Jewish youth into well-balanced, productive and engaged members of the community.

25. Recognizing that strong family and community support are essential to a child’s development, Oorah offers programs, experiences and assistance that aim to positively impact every aspect of a child’s life and environment.

26. These child development activities include camps, after-school programs, youth groups, Torah study, mentor partnerships, school placement and tuition assistance, family retreats, holiday events, and community programs.

27. These programs and events are very well attended by the Jewish community that Oorah serves.

28. Oorah's programs are largely driven by thousands of Jewish volunteers who support Oorah's religious mission and who view it as their own religious duty to help enhance the religious knowledge and practice of their Jewish brethren.

#### Oorah's Camps

29. One of the religious and charitable experiences that Oorah offers are its overnight summer camps for Jewish children.

30. Oorah operates two such overnight camps, a Jewish girls' camp in Gilboa, New York and a Jewish boys' camp in Jefferson, New York. Besides hosting the boys' summer camp, the Jefferson campus also serves as a family retreat facility to host holiday retreats and other religious events for Jewish families throughout the year.

31. In 2006, Oorah began operating its Jewish girls' camp (known as the "Girls Zone") in the Town of Gilboa, Schoharie County.

32. The Gilboa property consists of 529 acres across six parcels of land.

33. In 2009, Oorah purchased property in the Town of Jefferson, Schoharie County to develop as a Jewish boys' camp (known as the "Boys Zone").

34. The Jefferson property consists of 400 acres across three parcels of land.

35. The property that houses the Boys Zone was formerly used as the Scotch Valley Ski Center and Deer Run Village Resort.

36. Oorah contemplated opening the Boys Zone as an overnight children's camp and family retreat in the Summer of 2010.

37. The Boys Zone was not fully operational until the Summer of 2015, for reasons described below.

38. The two camps are approximately twelve miles apart in a rural area, nestled within New York's Catskill Mountains region and adjacent to state forests, fields and farmland.

39. Collectively, these camps are referred to as "The Zone."

40. The Zone's charitable children's camps attract Jewish staff and campers from across the world.

41. Both of The Zone camps serve large numbers of economically disadvantaged children.

42. Oorah's activities at The Zone promote the religious mission of Oorah, namely the provision of religious education and participatory opportunities for members of the Jewish faith to learn about and observe Judaism.

43. The Zone's religious programming and activities are particularly geared towards individuals who may not have had the benefit of prior religious education or prior opportunities to fully observe and celebrate Jewish religious rituals.

44. Oorah's activities at The Zone also fulfill the religious responsibility incumbent upon members of the Jewish faith to perform the *mitzvah* of providing such religious education and opportunities to practice the Jewish religion to their fellow Jews. A *mitzvah* (plural, *mitzvos*) is an act of kindness or a religious duty performed under Jewish religious law.

45. The camps' activities are fundamental to Oorah's religious beliefs and exercise.

46. Both camps include Synagogues for religious worship.

47. Each of the Zones conducts two one-month children's camp sessions each summer.

The campers are divided into several age categories: Junior, for children who have completed the third and fourth grades; Intermediate, for those completing the fifth and sixth grades; Senior, for those completing the seventh and eighth grades; the Teen Zone for high school students; a staffer training program; and a college-age program called Discover U.

48. Almost all of the camp staffers are volunteers, performing the *mitzvas kiruv*.

49. As with other Oorah programs, the campers are mostly children from underprivileged backgrounds or from locations and families that are not able to provide education on proper Jewish observance.

50. The essential purpose of The Zone is to educate the campers in the beauty of Jewish observance, history and community in a joyful atmosphere, while providing a safe and enriching environment where children can develop essential life skills under the guidance of caring mentors.

51. The Zone's summer program is an immersion in Jewish life that the children campers cannot experience at home.

52. The Zone's daily activities at camp include practicing a full range of ritual observances, from hand-washings to prayers three times a day in a *minyán*; children's prayer services run by the children; study groups; designing and making their own yarmulkes and *Tzitzit*; learning to bake their own traditional challah bread; learning to build their own *sukkot*, and much more.



53. The staffing by volunteer observant Jews is almost at a one-to-one ratio. Each camper is assigned a mentor who is dedicated to keeping in touch with the camper at least once a week all year long.

54. Given an underlying belief that children can only fully realize their potential in the context of their specific ethnic, cultural or religious heritage, the purpose of the camps is fundamentally and inextricably the practice and study of Judaism, as well as the *mitvos* of teaching and sharing that religion.

55. In order to comply with COVID-19 regulations, as described below, Oorah did not operate any children's camps in the summer of 2020, as described below.

The Effect of the COVID-19 Emergency on Oorah's Religious Programs

56. On March 7, 2020, New York Governor Andrew M. Cuomo issued an executive order declaring a state of emergency in response to the COVID-19 pandemic.

57. On June 12, 2020, the Commissioner of Health of the New York State Department of Health ("NYSDOH") prohibited children's overnight camps from operating in the State of New York during the Summer of 2020.

58. On July 9, 2020, Governor Cuomo promulgated emergency regulations, pursuant to his executive authority, which are codified in 10 N.Y.C.R.R. Subpart 66-3 ("Emergency Regulations").

59. With the development of the COVID-19 emergency, Oorah determined to fully comply with the New York State Executive Orders and the guidance provided by the NYSDOH regulations at the Zone.

60. When New York State banned overnight children's camps in Spring 2020, Oorah cancelled all children's camp programming, including over a thousand camper and staff applications.

61. Instead, at great expense, Oorah changed its programs at The Zone to serve exclusively as Family Retreats in 2020.

62. These Family Retreats are the only activities that have taken place at the Zone during the COVID-19 emergency and replaced the summer camp programming that normally would take place.

63. Oorah conducts religious Family Retreats at The Zone at various times during the year, in addition to providing religious retreats during Jewish holidays, more fully described below.

64. These Family Retreats include in-depth faith-based study, mentorship and religious observances, including prayer services and traditional Shabbat meals, which help families with children to grow in their faith.

65. One aspect of Oorah's mission is to develop future leaders of the Jewish community by engaging teens and young adults in the *mitzvos* of volunteerism and community outreach.

66. As mentioned above, Oorah's programs—including those at The Zone—are primarily volunteer-driven. In accordance with this goal and philosophy, Oorah employed teenaged volunteers as staff members to facilitate the programming experiences of the families that attended the Family Retreats in the Summer of 2020, as in previous years.

67. The teenagers were aged 16 and up, and they all had numerous responsibilities associated with their respective staff positions.

68. The teenaged staff members were employed in various positions such as mothers' helpers, waiters, and lifeguards, and they assisted in organizing and administrating various recreational activities and tending to the Family Retreats' farm animals.

69. Staff members who were minors were supervised by members of the staff who were over the age of eighteen.

70. Oorah planned to operate its religious Family Retreats in 2020 in compliance with New York law, including all relevant COVID-19 regulations.

71. Oorah's Family Retreats have operated for years pursuant to "Temporary Residence" ("TR") permits, which are identical to those under which hotels operate.

72. Oorah obtained TR permits from the Defendants on or about July 3 and 10, 2020 to operate its Family Retreats at both the Boys Zone and the Girls Zone for the balance of 2020.

73. The TR permits were obtained after a number of inspections by the Town of Jefferson Code Enforcement officer, the Gilboa Building Inspector, and Schoharie County Department of Health inspectors.

74. On July 10, 2020, the NYSDOH issued Interim Guidance for Temporary Residences during the COVID-19 Public Health Emergency ("Interim Guidance").

75. The Interim Guidance "was created to provide temporary residence owners/managers, operators, permit seekers and their employees and contractors with standards the must be complied with to help protect against the spread of COVID-19."

76. The Interim Guidance outlines numerous requirements pertaining to sleeping arrangements, meals and gathering places, and safety and personal hygiene protocols by which facilities with TR permits must abide.

77. Pursuant to the Interim Guidance, operators with TR permits must abide by the Emergency Regulations or risk penalty.

78. The NYSDOH does not have the authority to regulate worker housing, as such authority is granted to the New York State Department of Labor (“DOL”).

79. The preamble to the Interim Guidance specifically provides that the Interim Guidance does not address worker housing.

80. The Interim Guidance sets forth that “[c]hildren staying overnight at a permitted residence facility must be accompanied by a parent or guardian.”

81. The DOL regulates the use of minors as part of a workforce and allows for minors to be employed, provided that certain limitations on the number of hours a minor works are met.

82. The DOL has not promulgated any rule or regulation restricting minors in the workplace due to the COVID-19 pandemic.

83. The June 12, 2020 prohibition of overnight camps for children does not restrict retreat operators who have received a TR permit pursuant to 10 NYCRR § 7-1.3.

84. Plaintiff expended great resources refurbishing its facilities to make them COVID-19 compliant.

85. Prior to opening the Family Retreats for the 2020 Summer season, Oorah developed and submitted a COVID-19 safety plan to the Defendants.

86. As part of this comprehensive plan, Oorah reconfigured sleeping areas to ensure that only one or two staff members were roomed together in rooms of at least 160 square feet or larger.

87. No individuals were allowed on The Zone grounds without proof of a negative COVID-19 test.

88. Additionally, The Zone conducted daily temperature checks for individuals at the Family Retreats, required that all individuals have a face mask with them at all times, and that individuals, including staff, wear face masks when not social distancing.

89. Plaintiff also added sanitizing stations throughout the grounds, and all amenities are disinfected between uses.

90. During mealtimes, Plaintiff required appropriate distance to be maintained between families, and prominent signs are displayed conspicuously in all areas reminding visitors of relevant COVID-19 rules and regulations.

91. According to the Emergency Regulations and Interim Guidance, families that are socially distant from others in a public place do not have to wear masks when they are together.

92. As described further below, Plaintiff has followed and remains committed to following New York State's COVID-19 regulations.

93. There has not been a single documented case of COVID-19 at Oorah's facilities.

94. However, despite operating Family Retreats only, in compliance with Oorah's TR permits for both the Girls Zone and the Boys Zone described below, the Schoharie County Department of Health ("SCDOH") had predetermined to label Oorah's facilities as illegal children's overnight summer camps, notwithstanding Oorah's compliance. This predetermination was indicated in the County COVID-19 Oversight Committee minutes from July 8, 2020, in which Schoharie County Public Health Director Amy Gildemeister is quoted as alleging that Oorah's "programming is expected to be the same as last year, the way they are organizing activities for kids, which would suggest it is operating as a children's camp."

95. Schoharie County has attempted and mainly succeeded in preventing Oorah from providing its religious retreats in 2020, ostensibly because of COVID-19 concerns, as described below.

96. In reality, however, the County has used the COVID-19 pandemic as an excuse to shut down Oorah, which is the subject of vile hostility and targeted discrimination based on its Orthodox Jewish nature.

### **TARGETED ACTIONS AGAINST OORAH**

#### The County's Targeted Enforcement of COVID-19 Regulations

97. Since May of 2020, Defendants discussed actions against Oorah designed to prevent it from engaging in religious exercise, using the excuse of the COVID-19 pandemic.

98. These actions were motivated by their own hostility toward Oorah, as well as being responsive to hostile Town of Jefferson officials and local residents.

99. On May 6, 2020, at the County COVID-19 Oversight Committee meeting, Peggy Hait asked Defendant Gildemeister: "My building inspector did an inspection at Oorah and told me they are getting prepared for summer camp. Is that something you can look into?"

100. In response to Gildemeister explaining, in part, that she would "double check on that," Hait again indicated:

The code enforcement officer came in to my office yesterday and we spoke about it. Oorah has gotten (sic) a special permit from the state to allow them to continue or start the new building process so it can be done in time for the kids to come next month. This came directly from one of the Rabbis. I am very concerned that this is going to happen, as I know you are.

101. Schoharie County Sheriff Ronald Stevens stated at the same meeting: “Thanks Peggy for bringing up camp Oorah. That has been in the back of my mind since this all happened. I’m sure it’s going to be a challenge.”

102. Hait responded: “Yes and I have a lot of concerned citizens in town, that is why I brought it up.” (Emphasis added.)

103. Hait, a Board member of both the Town of Jefferson Board as well as the County’s Board of Supervisors, works closely with Carol Terk, a co-member of the Jefferson Town Board since June 2015. Terk has made the following statements:

- i. “It is just what the Jewish people do. They come up to a certain area and they develop it and they create havoc in the entire-like Phoenicia [New York] down in that area, they've done it there and they set up all this kind of stuff and then they kind of, and they screw the towns over.”
- ii. “So if you have any Jewish friends, or a Jewish lawyer, get one. I'm giving you the heads-up because they don't want, the Jews don't wanna deal with the other Jews because they're both as bad, one's as bad as the other. But if you got one on your side, it's okay.”
- iii. “We'd like to see-actually what we call 'Jewish Lightning.' You know what I mean. Wouldn't be good enough. It is, it is really bad. They are not welcome.”
- iv. “They [Oorah] don't own their driveway. So we said what we really ought to do is get a hold of Mr. Murphy, Doug Murphy, who owns the top of the mountain. See, if you look as you drive by you'll see little buildings and stuff. Beyond that they [Oorah] don't own. So we thought a nice-I don't know how to say this really nice-you know, who are the biggest, the Jewish people's biggest enemy now at this point? Who would you think would be-who would you guess would be their biggest enemy that they would not want to be a neighbor with? It's like a-how about the Nazis or somebody like that and let them just rent or lease the rest of the property and put a big sign up there with a swastika.”
- v. “No, that is a Jewish thing. . . . I have Jewish clients and they are typically-they're not this kind of Jewish. These are the Hasidic Jews and, you know, we see the wives walking on the road, they walk from Oorah into Stamford to shop, they got the covers on their faces, the long dresses, and you see the men and-and I'll tell you how Stamford feels about it. . .

. Nobody, nobody, neither Jefferson, Stamford, nobody wants them around.”

vi. “They don't do a lot of business in town. We thought it would be a business thing, we could employ people. They bring their own people in. They have truckloads of the Jewish food, you know, I don't know what they call it, but you know, it's where it's blessed and the whole thing. But that's all trucked in.”

vii. “Anytime I can screw them out of anything and make life miserable for them, then I'm going to try.”

104. After Hait's comments, Gildemeister then stated: “We have had several discussion [sic] about it and I have been told they did not plan on operating this year. They certainly cannot operate without a permit. We closed them once and we can do it again and put the kids on buses and send them home.”

105. Hait responded: “I know that where they are coming from their [sic] are very high cases of COVID-19.” (Emphasis added.)

106. Upon and in anticipation of the County's issuance of TR permits to both the Boys Zone and Girls Zone on July 3 and 10, 2020, Plaintiff invested heavily in staff, food, PPE, disinfectant, programming for family and holiday retreats throughout 2020, and commercial operations, as well as other substantial expenditures of staff time and monies in order to be in compliance with the ever-changing regulatory environment.

#### *July 20 & 23 Inspections*

107. On July 20, 2020 and July 23, 2020, Defendants performed comprehensive inspections at Oorah's Girls Zone.

108. Upon information and belief, these inspections were prompted by complaints made to the County by local residents who were hostile to Oorah.



109. At the beginning of the July 23, 2020 surprise inspection, Plaintiff's Girls Zone representative inquired as to whether Inspector Lilliana Morgan, an employee of Defendant County, and an unidentified consultant had received a negative COVID-19 test, in accordance with The Zone's safety protocols.

110. In response, the County's inspector became enraged and threatened to immediately have the County Sheriff shut down The Zone.

111. The County Inspector and her consultant proceeded to inspect the entire Girls Zone campus and interrogated young children whose parents were elsewhere on campus, without their parents' presence or consent to the same.

112. Children were chased down around the campus by SCDOH inspectors, interrogated as to their age and position in the campus, and asked what their parents were doing there.

113. Several children were shaking with fear and crying as a result of the County inspector's inquisitions, and Oorah expended great effort to counsel and comfort traumatized children.

#### *July 27 Inspection*

114. On July 27, 2020, two representatives from the Defendants performed an inspection of the Family Retreat at Oorah's Boys Zone, lasting for over four hours.

#### *July 28 Inspection*

115. On July 28, 2020, yet another inspection of the Boys Zone occurred, this one by a code enforcement officer who advised that "the locals" (which, upon information and belief, meant the SCDOH) sent him down to shut down at least a portion of the Boys Zone.

116. The inspector told the Boys Zone Director that local and state representatives had spoken to him on the phone for 45 minutes prior to his inspection and directed him to come down and close down the Venetian (a building located at the Boys Zone) by any means necessary.

117. The Defendants stated that they found alleged violations at the Boys Zone property, basing their determination not only on misinterpretations and misapplications of the Interim Guidance, but alleged violations outside the jurisdiction of the Defendants.

118. For example, the Defendants took issue with rooms located in the Venetian building referenced above that were allegedly accessible to construction activities in violation of 10 N.Y.C.R.R. 7-a.4(b)(10).

119. Contrary to the Defendants' findings, Plaintiff had taken every possible precaution to ensure that the Family Retreat was in full compliance with relevant regulations and spent countless hours of employee time to stay abreast of and in compliance with the newly issued regulations.

120. The Venetian had previously been inspected by the Town of Jefferson's Building Inspector and received all necessary permits to be used as a temporary residence.

121. Subsequent to this inspection, the SCDOH cited Plaintiff for violations relating to their permitted use, because the SCDOH asserted that violations were occurring in spite of the Town Building Inspector's finding to the contrary.

122. Within a short period after each of the Defendants inspections, each and every alleged violation which was later cited in the Girls Zone and Boys Zone Cease and Desist Orders, described below, had been cured.

123. Oorah also removed all staff aged 16 and 17 from both campuses to address the County's erroneous interpretation of the Interim Guidance, despite its belief that said staff were permitted to attend the retreats, as discussed below.

124. A few hours before the commencement of *Tisha B'av* on July 29, 2020, Defendants issued a "Cease and Desist" letter ordering an immediate cessation of all operations of the Family Retreat at Oorah's Girls Zone and use of the property as a temporary residence ("Girls Zone Cease and Desist Order"), without a hearing.

125. *Tisha B'av* is an important day of religious obligation and Jewish National Mourning, commemorating among other things the forced exile of the Jewish People from their countries of residence and homes throughout the world over millennia. This religious observance requires strict fasting with no food or drink whatsoever for 25 hours straight, as well as additional observances.

126. Defendants based the Girls Zone Cease and Desist Order on minor, remediable violations and misinterpretations and misapplications of the Interim Guidance.

127. For example, the Defendants took issue with "high-risk activities that are not permitted at this time," which were not restricted by any regulation or the Interim Guidance, and all of which could be performed with proper social distancing practices.

128. Similarly, the Defendants allegedly observed that "very few masks were being worn by staff and visitors," yet nothing in the Girls Zone Cease and Desist Order purported to demonstrate where such alleged violations took place. Notably, the Interim Guidance only mandates that facial coverings be worn in "common areas (e.g. lobbies, dining areas, business centers)."

129. The Interim Guidance also provides that masks are not required when social distancing is being maintained, yet nothing in the Defendants' Girls Zone Cease and Desist Order purported to demonstrate whether the allegedly non-compliant individuals were not socially distanced from others. The majority of the activities available at the Family Retreat were outdoor activities, able to be performed six feet away from other individuals in accordance with social distancing guidelines set forth by the State.

130. Also on July 29, 2020, the Defendants issued an identical Cease and Desist letter ordering an immediate cessation of all operations of the Family Retreat at Oorah's Boys Zone and use of the property as a temporary residence ("Boys Zone Cease and Desist Order"), without a hearing.

131. The cease and desist orders a few hours before *Tisha B'av*, which was set to begin the evening of July 29, shocked the conscience of all involved at Oorah and directly harmed Plaintiff's religious practices and exercise.

132. Instead of eating and hydrating in advance of a 25-hour fast on a 90-degree day, the senior staff of The Zone spent the last few hours before *Tisha B'Av* dealing with another forced exile, this time from their own property.

*July 31, August 2 & 3 Visits*

133. The Defendants made several follow-up visits to The Zone, including on July 31, August 2, and August 3, 2020.

134. On August 4, 2020, Oorah filed an Article 78 proceeding challenging the Cease and Desist Orders in Albany County Supreme Court of the State of New York, discussed in detail below.

135. In blatant disregard of state regulations (described below), Defendants had declined to re-inspect the abated alleged violations, despite repeated entreaties on each follow-up inspection and by Plaintiff and its counsel to County counsel for such re-inspections. In fact, Defendants repeatedly stated they were not there to perform re-inspection, despite being on campus numerous times after issuing the violations.

136. After the County's illegal Cease and Desist Orders against the two Oorah facilities, and after Oorah had filed its Article 78 action challenging the same, the County improperly placed "placarding" on all buildings across both of Oorah's sites, including on the Synagogue buildings.

*August 6 Placarding*

137. Specifically, on August 6, 2020, Defendants came to both facilities and placarded them with notices of closure. A total of 80 placards were affixed to the Zone properties. Defendants continue to refuse to remove these illegal placards.

138. That same day, Gildemeister sent emails to the Directors of both camps, advising that she had directed the closing and placarding of the camps.

139. The County had improperly refused to re-inspect Plaintiff's facilities after the placarding.

140. Throughout numerous visits by Defendants to the Zone facilities after July 27, 2020, Defendants never conducted the re-inspection to which Oorah was entitled under State law in order to verify its compliance, despite repeated requests for the same.

141. 10 NYCRR 7-1.4(a)(4) states: "The permit-issuing official or designated representative shall inspect the premises within two working days of notification that the hazard

has been eliminated. The placards will be removed after the permit-issuing official or his designated representative verifies that the hazard has been eliminated.”

142. Contrary to New York Law and fundamental due process, Defendants refused to re-inspect the facilities within two working days after placarding, despite Oorah’s prompt notice that the alleged hazard was eliminated.

143. Moreover, the Defendants baselessly claimed that Oorah could not be trusted to ever comply with the law and on that flimsy basis refused to carry out its legal duty to re-inspect.

144. The Defendants’ position made a mockery of due process, violated Oorah’s rights, and carried to its logical conclusion would bar Oorah from its own facilities forever, since it would always be assumed noncompliant with the law regardless of whether there was any evidence to that effect.

145. Despite repeated requests from Plaintiff, to this day the County has refused to re-inspect the facilities to document that they are in compliance with the Public Health Law.

*August 7 Failure to Inspect*

146. On August 7, 2020, SCDOH returned to The Zone to see if individuals had left the facilities, but once again declined to inspect whether Oorah was in compliance with COVID-19 regulations. The SCDOH staff seemed interested only in whether their illegal Cease and Desist Orders and abusive and illegal scheme to expel Plaintiff from its own property and to prevent religious gatherings had been successful.

*August 11 Return to Camps*

147. On August 11, 2020, Defendants returned to both camps yet again.

148. Despite being informed that Oorah was in the process of evacuating the families from The Zone, Defendants issued an additional notice of violation.

149. Defendants then sent the County Sheriff to serve both the Boys Zone and Girls Zone directors with purported fines totaling over \$65,000 for the alleged violations of individuals being on site at the facilities from July 27, 2020 through August 10, 2020.

*August 14 Inspection*

150. On August 14, 2020, Defendants returned again after a fire in the Girls Zone dining room for a re-inspection, finding no violations.

151. However, Defendant Amy Gildemeister stated in a news report that her office had found significant electrical issues at the bunkhouse the day before the fire and that an overflowing toilet on the second floor might have contributed to the blaze.

152. Upon information and belief, these allegations made by Gildemeister were false. None of the previous violations issued were for electrical issues or for overflowing toilets. Neither Defendants, nor their agents, ever went into any bathrooms on their inspection of the facilities referenced in the news story quoting Gildemeister.

153. There were additional inflammatory statements made by Defendants in news reports that lacked foundation and demonstrated a concerted effort and animus driving the Defendants' actions against Oorah.

154. For example, the Defendants apparently invited the press to one of the later inspections and proceeded to tell them that Oorah was facing the above-mentioned fines. No fines had yet been issued, and this was in fact the first time that Oorah ever heard of this enforcement action.

*August 19 Visit*

155. On August 19, 2020, SCDOH came again to the Girls Zone and neglected to speak with anyone on site.

156. That same day, Gildemeister emailed Rob Swider, Regional Environmental Health Director of the New York State Department of Health:

Hi Rob

Lili and I created a “wishlist” of stipulation items for Oorah. Most of these are non-negotiable. What else would you suggest? It would also be good to have some things on the list that have more wiggle room.

I think that the thing they most want is being able to use the property for their fall events. It does seem like the financial costs are a significant concern right now.

157. An employee of Defendant, Morgan, admitted that she returned to the Boys and Girls Zone facilities on July 29, August 3, August 4, and August 6, but did not conduct any re-inspection to determine whether Oorah had complied with the COVID-19 regulations.

158. According to the Defendants’ inspection reports, there were 37 alleged violations at the Boys Zone, 21 of which the inspectors noted had been immediately corrected in their presence.

159. The remainder were corrected within 24 hours, aside from two alleged “masking” violations that remained under dispute, and could not have been corrected in any case, as they involved past events.

160. Moreover, and notwithstanding that Oorah was already complying with its responsibility to enforce COVID-19 regulations at The Zone, immediately upon the Defendants’ last substantive inspection on July 27, 2020 and issuance of the illegal Cease and Desist Orders on



July 29, 2020, Oorah further strengthened its safety plan and compliance monitoring to ensure that guests at the Boys and Girls Zones were in complete compliance at all times with the masking regulations, understanding that, according to the Emergency Regulations and Interim Guidance, households may be in a public place together without masks as long as they are socially distanced from non-household members.

161. The Girls Zone inspection report alleged nine violations, all of which the Defendants' inspection report noted had been corrected immediately in the presence of the inspector.

162. Based upon the Defendants' own reports, the only two alleged violations that remained unresolved were the alleged failure of a small number of individuals to wear masks at the Boys Zone while playing volleyball and otherwise outdoors on the site.

163. Between the two facilities, therefore, there were only two alleged violations that the Defendants claimed had not been corrected: the alleged violations of the masking regulations that occurred outdoors at the Boys Zone, which allegation failed to note whether any or all of the players were from the same household and which violations were viewed from a distance, preventing an accurate determination as to whether the players were in fact distancing.

164. The Defendants' illegal Cease and Desist Orders, directing Oorah's permitted temporary residence facilities to close immediately, therefore could only have been based on those two alleged momentary violations of the COVID-19 regulations.

165. Both of the alleged uncorrected violations had occurred at the Boys Zone, and none had occurred at the Girls Zone. This did not deter the Defendants from issuing the illegal Cease and Desist Order at the Girls Zone.

166. This overbroad, unnuanced approach laid bare the true motivations of the Defendants: To shut down both of Plaintiff's Family Retreat facilities by any means necessary. This premeditated goal was achieved on the basis of two alleged "masking" violations on only one of the two campuses.

167. The COVID-19 regulations, however, do not require that all individuals wear masks at all times. Rather, they require individuals who are older than two years of age to wear masks when they are around others not part of their households, and not able to socially distance by keeping six feet or more between them.

168. Notably, the Defendants' inspectors never inquired whether any of the individuals who were not wearing masks were members of the same families, and thus not required to wear masks when together. Rather, they simply assumed noncompliance without conducting the investigation that would have been necessary to determine whether a violation of the COVID-19 regulations actually existed.

169. To put the Defendants' draconian, illegal Cease and Desist Orders and placarding in context, their actions equate to a directive, without a hearing of any kind, that effects the closure of an entire hotel, and the complete placarding of it, based solely upon an allegation of a guest not wearing a mask outside the hotel.

#### The Defendants' Illegal September 2020 Actions

170. Rather than re-inspecting the facilities as required by state law or providing a hearing, on September 10, 2020, the Defendants issued orders to the Oorah Boys and Girls Zones revoking the Plaintiff's 2020 TR permits, and specifically stated that neither the Boys Zone nor the Girls Zone could be used throughout the balance of 2020 (the "Permit Revocations").

171. The Permit Revocations prevented Plaintiff from offering its Family Retreats for the duration of the summer.

172. The Permit Revocations also prevented Oorah from offering retreats during Jewish religious holidays, as described below.

173. The Permit Revocations were contrary to the Public Health Law and fundamental due process.

174. The Permit Revocations were not based on any existing public health hazard at either facility, as there were no ongoing violations and no current threat to the public health.

175. The County failed to document any existing public health hazard at either facility.

176. However, in the unfounded Permit Revocations, Defendants falsely stated: “Upon inspection it was determined that the safety plan and restrictions on the Permit to Operate a Temporary Residence were not being followed.”

177. Defendants never afforded Plaintiff any hearing on the basis for the Permit Revocations.

178. The first allegation of Defendants was that unrelated individuals were housed in the same space and that this was not included in the safety plan.

179. Oorah had never committed to a blanket ban on housing unrelated individuals in the same room, as this is not prohibited under the State’s COVID-19 guidelines.

180. Oorah had agreed to follow the State’s COVID-19 guidelines regarding the housing of unrelated individuals in rooms, which concern occupancy limits regarding the housing of unrelated individuals in rooms.

181. Oorah was at all times in compliance with the State’s COVID-19 guidelines regarding occupancy limits for the housing of unrelated individuals in rooms.

182. The second allegation contained in the September 10 Permit Revocation related to alleged violations of 10 N.Y.C.R.R. § 66-3.2(c) and Executive Order 202.16, which require businesses, including places of accommodation, to provide employees who are present in the workplace with a face covering at no-cost, and which must be used when in direct contact with customers or members of the public or when social distancing is not possible.

183. 10 N.Y.C.R.R. § 66-3.2(a) and Executive Order 202.17 also require that any individual who is over the age of two and able to medically tolerate a face covering must cover their nose and mouth with a mask or cloth face-covering when in a public place and unable to maintain, or when not maintaining, social distance.

184. Defendants claimed that during site visits on July 27 and 31, 2020, it was observed that very few masks were being worn by staff and visitors.

185. However, nothing in the Girls Zone Cease and Desist Order purports to demonstrate where these alleged violations took place, as the Interim Guidance only mandates that facial coverings be worn in indoor “common areas (e.g. lobbies, dining areas, business centers).”

186. In addition, the majority of the activities available at The Zone are outdoor activities, able to be performed six (6) feet away from other individuals in accordance with social distancing guidelines set forth by the State. Therefore, Defendants’ second allegation, as set forth above in paragraph 183 had no basis in fact and the allegation was never proven at any hearing.

187. The third allegation by Defendants was that The Zone was operating amusement rides and other activities that are high risk for disease transmission contrary to New York law. Defendants included within these activities go-karts, volleyball and group sing-alongs.

188. This was despite other activities of this nature being permitted to operate in the County at the same time including, but not limited to, other go-kart locations, golf courses, and many activities at local parks within Defendants' jurisdiction.

189. State guidance on outdoor recreational activities in the summer of 2020 was confusing, ever-changing, and inconsistent.

190. Defendants never proved the third allegation at any hearing.

191. The fourth allegation in the September 10, 2020 revocation letter concerned the nonsensical claim that Plaintiff employed minors as part of its necessary workforce to operate the Zone and that, therefore, Plaintiff was operating an overnight children's camp in violation of State law.

192. The minors employed by Oorah were 16 and 17 years old.

193. Nothing in the Interim Guidance purports to restrict the use of minors as employees of temporary residences.

194. In fact, the New York State DOH had provided email guidance earlier in the Summer of 2020 allowing the employment of such minors at another summer camp, Camp Bnos in Sullivan County, New York.

195. During the Defendants' focused campaign to shut down Plaintiff's facilities, it severely misinterpreted the Interim Guidance's recommendation that minor children must be accompanied by a parent to spend the night at the Family Retreat to mean that the employment of minors is in violation of the Interim Guidance because the minor employee does not have a parent present at the location.

196. The Defendants claimed in their September 10 revocation letter that:

There is no reasonable method of monitoring compliance that will ensure that this facility is consistently operated in a way that is consistent with NY

State COVID-19 Emergency Regulations as stated in 10 NYCRR § 66-3 and ensures the safety of the public.

197. Defendants never proved the fourth allegation at a hearing.

198. However, on August 14, 2020, Plaintiff reasonably sought to resolve the matter consistent with law and sent an email through counsel to counsel for Defendants offering the following:

We offer the following terms, which are contingent upon no changes to New York health and safety laws, regulations and orders.

1. We will mutually agree upon a continuance of Monday's hearings until early November, without prejudice.
2. All future staff, families and guests ("attendees") will come directly to the Retreat, without stopping, and no person will leave the respective facility during the stay, except to go home, an effective quarantine as it relates to the County.
3. All health and safety compliance and monitoring will be conducted by a trained, 3-person task force headed by a licensed physician. The role of the task force will be to identify Covid-19 compliance issues and ensure temperature checks, face masks wearing, and proper social distancing. If a material breach is identified, the Task Force will notify the designated physician on the premises of any such noncompliance. Attendees who refuse to comply with legal covid-19 requirements will be directed to leave the campus.
4. All attendees will have to produce a recent, negative Covid test and must have no fever at the gate prior to attendance.
5. Points 2, 3 and 4 will be built in to our health and safety plans and filed with the SCDOH.
6. Next week, we will make a \$10,000 donation to a health or safety related entity of your choosing.
7. In November, at the administrative hearing, in good faith, SCDOH will take in to consideration our compliance and performance during the Fall before restating its penalty position at the opening of the hearing.

We are going through records regarding the Holy Days of Obligation, which are:

Rosh Hashana

Friday, September 18 through Sunday, September 20

Sukkos First Days

Friday, October 2 through Sunday, October 4

Sukkos Second Days

Friday, October 9 through Sunday night, October 10

Shabbos Chanukah:

Friday, December 11 through Sunday, December 13

We have also had attendees between the Sukkos First Days and Second days.

If we have a general agreement, we will finish up and provide an estimate as to the number of attendees for these religious events. In any event, they will be well within TR limits.

199. The County's illegal revocation of Oorah's permits deliberately occurred soon after counsel for Oorah expressed to the County's counsel Oorah's plans, consistent with its religious mission, to open and operate the Family Retreat at the Boys Zone during the upcoming religious holidays.

200. The Defendants' revocation violated New York law because (1) Defendants never established why a hearing could not be held prior to the revocations; (2) Plaintiff received no notice of the proposed revocations; (3) there was no documentation of an existing public health hazard upon which the purported revocations are based; (4) the placardings were overbroad and were applied to the entire Zone facilities; (5) Plaintiff was not provided with any administrative appeal prior to the revocation; and (6) Defendants declined to hold a hearing within fifteen days of the revocations, as required by law.

201. As a matter of law, Defendants have no administrative power to permanently revoke a temporary residence permit under any circumstances unless there is an existing (and not

merely an alleged past) public health hazard, and a hearing is concluded in the County's favor. *See* 10 N.Y.C.R.R. 7-1.3(d).

202. For example, if a hotel is found to have a public health hazard, only "the portion of the temporary residence impacted by the hazard shall be placarded to prohibit use until the hazard is corrected in order to protect the public health and safety of the applicants." 10 N.Y.C.R.R. 7-1.4(a).

203. The County abused its placarding power by overbroad placarding of an entire facility.

204. Moreover, the County failed to discharge its mandatory duties to inspect and hold hearings with respect to such actions.

205. 10 N.Y.C.R.R. 7-1.4(a)(4) requires that "the permit-issuing official or designated representative shall inspect the premises within two working days of notification that the hazard has been eliminated. The placards will be removed after the permitting official or his designated representative verifies that the hazard has been eliminated." (Emphasis added.)

206. The Defendants refused to exercise this mandatory duty, when Plaintiff promptly informed the Defendants that the alleged hazards had been eliminated.

207. With respect to Plaintiff, the Defendants had no interest in discharging their mandatory regulatory obligations, no interest in actually protecting public health, and no interest in complying with the law in the exercise of their powers.

208. The context and timing of these revocations establish that the purpose and intent of the County were to deny Oorah and its members and guests their right to engage in religious exercise, and to specifically discriminate against them on the basis of religion.



209. On August 4, 2020, Oorah filed suit in the Albany County Supreme Court of the State of New York against both the SCDOH and the NYSDOH; *In the Matter of Oorah, Inc. v. Schoharie County Department of Health*, Index No. 905041-20.

210. Oorah moved by way of Order to Show Cause for a preliminary injunction to enjoin enforcement of the illegal Shut Down Orders.

211. In response, Defendants filed a Counterclaim against Plaintiff seeking an order to enjoin Oorah from operating The Zone camps for the 2020 season.

212. On September 18, 2020 the State court granted Oorah's request for a preliminary injunction to enjoin Defendants from enforcing the illegal Cease and Desist Orders and any suspension or revocation of its ability to operate its facilities pursuant to the TR permits "pending the statutorily required hearing," and denied the closure relief sought by the County.

213. The State court found that SCDOH violated New York law and Oorah's constitutional rights in several ways.

214. The State court held that, in contravention to Public Health Law § 16, the Defendants did not schedule a hearing within 15 days of the July 29, 2020 issuance of the illegal Shut Down Orders.

215. The State court also found that "noticeably absent from the Cease and Desist [Shut Down] Orders is any reference to the statutory requirement for a hearing."

216. The State court held that:

This violation of petitioner's due process rights was further exacerbated when SCDOH relied upon [Oorah's] alleged noncompliance with the Cease and Desist Orders when rendering its determinations to placard the facilities on August 6, 2020 and to later revoke their Temporary Residence permits on September 10, 2020 without first affording petitioner a hearing to challenge the allegations that formed the basis of the Cease and Desist orders in the first instance.

217. In finding that an administrative hearing should have conducted, the Court noted that there was evidence that “petitioner made considerable efforts to comply with SCDOH’s directives.”

218. The Court found that Oorah had demonstrated irreparable harm in that “continued enforcement of the Cease and Desist Orders unconstitutionally interferes with the free exercise of [Oorah’s] religion.”

219. Further, the Court acknowledged that Oorah presented evidence that “the continued enforcement of the Cease and Desist Orders, without the required hearing, will infringe upon the exercise of its customary practices of its Jewish faith in connection with the religious celebration of Rosh Hashana this holiday weekend at the Boys Zone.”

220. However, by the time of the State court’s decision, the harm to Oorah’s religious exercise had already occurred.

221. To exacerbate the fundamental violations of New York law found by the Court, Defendants never held the hearing that was required by law within fifteen days of the September 10, 2020 TR permit revocations.

222. That is, the State court’s September 18, 2020 decision provided Defendants with an opportunity to comply with fundamental due process and hold a hearing on its yet unfounded TR permit revocations within fifteen days of the September 10 revocations, or by September 25, 2020.

223. This defiance of New York law, never providing Plaintiff with a hearing on the TR revocations, formed the baseless foundation for Defendants’ refusal to process Plaintiff’s TR permit applications for 2021.

**The Effect of the County's Actions on  
Oorah's Religious Holy Day Retreats**

224. In addition to summer camps for children, Oorah holds various holiday retreats at the Boys Zone facility for adults and families with children.

225. These periodic gatherings each year on the major Jewish holidays are of particular religious significance to Oorah.

226. All of these retreats are provided free of charge to the participants.

227. Some of the participants at Oorah's holiday retreats live in areas where they are isolated from Jewish communities, and such retreats permit them to observe these holidays in accordance with Jewish practices.

228. In September and October 2020, there were several Jewish holy days during which Oorah had planned family retreats at the Boys Zone. These included:

- a. Rosh Hashanah, September 18-20, 2020; and
- b. Sukkos, October 2 through October 11, 2020.

229. Oorah also planned to offer family retreats at the Boys Zone during Chanukah, December 10, 2020 to December 18, 2020.

230. Defendant Gildemeister has acknowledged that the Fall 2020 activities during the religious holidays were not a new use.

231. Rosh Hashanah is the Day of Judgment. The commandment to observe this holiday is found in the Torah (*Leviticus 23:24-25* and *Numbers 29:1-2*).

232. Jewish religious practice on Rosh Hashanah involves spending most of the day in the Synagogue itself and includes a multitude of special prayers, blowing of the ritual *shofar* 100 times each day, special prayers by expert cantors, extensive readings from the Torah, and other special observances.

233. These observances are spread over two days and signal the beginning of ten days of repentance culminating in Yom Kippur, collectively referred to as the “Holy Days.”

234. In 2020, Oorah planned to host hundreds of families for Rosh Hashanah at the Boys Zone subject to and in accordance with then-prevailing COVID-19 regulations.

235. Sukkos, October 2 through 11, 2020, is designated by the Torah as a seven-day festival commemorating the Jewish people’s forty-year sojourn in the desert.

236. Religious exercise during Sukkos involves the building of huts (*sukkah*) as a reminder of that nomadic life, which are made of specified materials that are associated with the time the ancient Israelites spent wandering in the desert. Other observances during Sukkos include eating, praying and sometimes sleeping in the *sukkah*.

237. The end of Sukkos is known as Simchat Torah, a joyful celebration of the end of the annual cycle of reading the entire Torah in the Synagogue. Simchat Torah involves dancing with Torah scrolls, special readings, prayers, meals, and a very special service where children are able to read to the community from the Torah.

238. In 2020, Oorah planned to host approximately three to five hundred people to observe Sukkos, subject to safety considerations and then-prevailing regulations.

239. As noted above, central to Oorah’s mission is the religious duty to help educate one’s fellow Jews in Jewish tradition and the observance of *mitzvos*.

240. Many of the families that attend Oorah’s holiday retreats are lacking in Jewish education and background and, but for Oorah’s Holy Day retreats, would not have the opportunity to fully experience or learn about their religious heritage and observances. Oorah provides religious opportunities to many such Jewish families in a holiday environment imbued with Jewish traditional and educational experiences.

241. The vast majority of the religious staff and mentors involved with Oorah's Holy Day retreats at The Zone volunteer their time free of charge, thereby themselves performing *mitzvos*.

242. Oorah does not charge fees for attendance at these Holy Day family gatherings or its other retreats.

243. As mentioned above, specialized officiants are required to properly perform a number of the key religious observances during the Jewish Holy Days.

244. Jews who lack a sufficiently large Jewish community or sufficient resources, such as the Torah, holiday specific religious articles, or the special officiants, are unable to fully perform the prescribed rituals and observances.

245. Oorah provides the resources, special religious articles, officiants, and a sufficient community to observe these Jewish holidays that many people attending would not be able to obtain in the communities where they reside.

246. Complete observance of the Jewish Holy Days would be impossible for many such people without the facilities and conditions provided by Oorah.

247. As a result of the actions of Schoharie County in illegally closing and "placarding" the Boys Zone as described above, Oorah was not able to conduct its Rosh Hashanah gathering there.

248. Instead, Plaintiff was only able to conduct limited activities at a hotel rented for the purpose at great expense.

249. As a result of the actions of Defendants in illegally closing and "placarding" the Boys Zone as described above, Oorah was unable to conduct its Sukkos observances.

250. Further, as a result of the chilling effect resulting from the multiple repeated inspections of The Zone during the summer, the chasing down and interrogation of children during the summer, the illegal posting of signs preventing occupancy at the facilities, and the real possibility of arrest or forcible removal of attendees and staff, potential attendees and staff were frightened to come to the Boys Zone for Sukkos.

251. As is detailed in the preceding paragraphs, many of the attendees at these Holy Days observances do not have the necessary religious training, resources, equipment, officiants, and communities to properly observe the Holy Days. Thus, they were unable to practice their religion as they believed proper.

252. Furthermore, Plaintiff's staff, mostly volunteers, for whom conducting these observances was an important exercise of their religion, were deprived of the opportunity to perform that important *mitzvah*.

253. Accordingly, the Defendants' illegal actions precluded the religious exercise of the Jewish families who attend the Oorah Holy Days programs, and also precluded the volunteers and Oorah from performing their *mitzvos*.

254. In addition to the irreparable injury to Plaintiff's religious exercise, the Defendants' actions have caused and continue to cause significant financial harm to Oorah.

255. Oorah was forced to spend considerable resources relocating families for the Rosh Hashanah and Sukkos holidays.

256. Oorah was also forced to relocate families who were lawfully participating in Family Retreats during the Summer of 2020.

257. Oorah has been forced to expend significant resources in legal fees defending itself against the County's actions.

258. Oorah has been forced to expend significant personnel resources to deal with defending itself from the Defendants' excesses and illegalities, involving countless hours on the part of its volunteers and employees.

259. Plaintiff's The Zone facilities were made unavailable for its religious purposes by Defendants' ill-motivated and illegal actions and—in spite of Plaintiff's State court victory over the Defendants—remains unavailable to this date as a result of the Defendants' arbitrary, capricious and illegal denial of Oorah's TR permits for 2021, as described below.

260. In addition to hosting the Jewish Holy Days at the camp, Oorah seeks to use the facilities at camp weekly on the Sabbath for religious observance.

261. Just as with Jewish Holy Days described above, Oorah can provide members of the Jewish community the ability to observe the Sabbath when they may not have the opportunity to observantly worship in the communities where they reside.

262. Just as with Jewish Holy Days, complete observance of the Sabbath would be impossible for many such people without the facilities and conditions provided by Oorah.

263. Oorah believes that the number of individuals that would attend Sabbath worship at the Zone to be at least between thirty (30) and forty (40).

264. Just as with the Jewish Holy Days, Oorah would not charge fees for attendance at Sabbath worship.

265. Oorah has been unable to offer Sabbath worship to the Jewish community because of the hostility and actions of the Defendants directed at its current operation.

**Targeted and Differential Treatment of Oorah, Inc.**

Discriminatory Treatment in 2020 With Respect to COVID-19 Enforcement

266. Contrary to the autocratic enforcement efforts the Defendants used to target Oorah, the Defendants treated other entities much more favorably, working with them to cure violations rather than using a heavy-handed approach.

267. Upon information and belief, on or about June 2, 2020 when asked about “enforcement with businesses who were not in compliance with reopening guidelines,” Defendant Gildemeister stated that “she hoped law enforcement would serve as peacemakers in such circumstances, relaying the need for safety measures without having to be punitive.”

268. In contrast, upon information and belief, with respect to Oorah, “Schoharie County Public Health director Amy Gildemeister told *The River* [a local newspaper] that her office issued the fines; she says that local officials have been trying to shut the camp down for more than two weeks.” (Emphasis added.)

269. Upon information and belief, Defendant Gildemeister told the *Times Journal*: “We’ve been trying to shut them down for weeks” for COVID-related reasons.

270. Defendant Gildemeister stated that her staff is overwhelmed and short-staffed, yet they directed considerable resources to Oorah’s alleged noncompliance.

271. Defendants did not apply the same level of enforcement to their own facilities.

272. On June 15, 2020, SCDOH posted on its Facebook page: “The Schoharie County Office Building opened to the public today! If you have business to do, you will need an appointment. You must wear a mask to enter and your temperature will be taken before you go to your appointment.”

273. In response to a comment on the same post stating “Hopefully, you’re enforcing masks or shields at all times?” SCDOH stated: “Yes - - no one is allowed to come in without one. Temperature checks as well.”



274. However, a Facebook video of a July 17, 2020 meeting of the Schoharie County Board of Supervisors published by the County shows that some meeting members were wearing masks and others were not.

275. In addition, at the August 21, 2020 meeting of the Defendant Schoharie County Board of Supervisors and a presentation of the COVID-19 Task Force, people were sitting at the meeting without face masks.

276. On October 16, 2020, the Schoharie County Board of Supervisors held a meeting, where an update was provided by Defendant Amy Gildemeister regarding the County's Coronavirus Task Force.

277. Defendant Gildemeister gave her presentation on behalf of the Coronavirus Task Force completely unmasked—contrary to the SCDOH's stated policy with respect to the Schoharie County Office Building—and, upon information and belief, was clearly within six feet of another unmasked individual, which was contrary to the same regulations she and her department had cited in their ruthless persecution of Oorah.

278. At the same October 16 meeting, Defendant Gildemeister stated: "The biggest outbreaks have been, um, down mostly by the city and have been connected with, um, activities happening in the Orthodox Jewish community."

279. Defendants treated other entities on a much more favorable basis than Oorah with respect to their COVID-19 enforcement actions.

280. Defendant Gildemeister indicated that if she receives a complaint about an event, she goes out to the site, takes photographic evidence and "call them in for a hearing."

281. Defendant Gildemeister stated that, with respect to reports regarding businesses, she will call the person running the business to discuss complaints received and tell them that if they continue noncompliance, they will be out to do a compliance check.

282. Defendant Gildemeister stated that a business is notified a number of times before they go out to take pictures.

283. Defendant Gildemeister stated that she never assumes based upon a complaint that a business is not in compliance.

284. Defendant Gildemeister further stated that “if it is a restaurant, we can talk it over with the owner and give guidance they can put into place if they want to continue to operate.”

285. These claims by Defendants lie in stark contrast to their discriminatory treatment of Oorah, which was not called in for a hearing, was ignored in its repeated efforts to discuss alleged violations with Defendant Gildemeister, was not notified before any of the repeated SCDOH inspections and photo expeditions and was assumed to be non-compliant with COVID-19 regulations before any inspections were even performed.

286. Defendant Gildemeister’s comments, however, are consistent with the County’s treatment of other facilities within Schoharie County.

287. Unlike Oorah, the State University of New York College of Agriculture and Technology at Cobleskill (“SUNY-Cobleskill”), a public college in Cobleskill, Schoharie County, New York, has had violations of COVID-19 regulations and has had multiple confirmed cases of COVID-19 diagnosed on campus.

288. There are approximately 2,208 undergraduates enrolled at the college and 59% live in college-owned housing.

289. Upon information and belief, the college remains open with students living in the residence halls.

290. The County did not issue a cease-and-desist order, placard, or revoke SUNY-Cobleskill's permits.

291. Rather, the County worked together with SUNY-Cobleskill to correct violations.

292. On August 21, 2020, the SCDOH posted on its Facebook page:

COVID-19 update 8/21/2020

....

I want to start by giving a shout-out to the two SUNY Cobleskill students who were our first student positives of the semester. Both students followed protocols, notified SUNY of their positive results and had close contact with only their roommate(s). Both students did a really great job!!! There was also excellent communication and teamwork between SUNY staff and SCDOH nursing. All the hard work that went into planning for the arrival of the students on campus really paid off! Excellent work, everyone!!!! A great start to a challenging semester!

293. In response to a comment on the same Facebook page, the SCDOH replied:

To the best of our knowledge, there is no plan to close the college. SCDOH certainly wouldn't make that recommendation based on the current situation.

(Emphasis added.)

294. Upon information and belief, SUNY-Cobleskill's College President "praised Amy Gildemeister, Schoharie County's Public Health Director, for working closely with the college to develop and implement its COVID plan."

295. The SCDOH Facebook page includes the following statement: "SUNY Cobleskill is working hard to make sure that students can continue to take labs and other hands-on classes in person."

296. Upon information and belief, the County is aware that several students at SUNY-Cobleskill have violated COVID-19 regulations for attending parties both on and off campus.

297. Defendant Gildemeister stated: “There are a lot of people at universities and schools that may not be the best at social distancing and hygiene.”

298. Upon information and belief, SUNY-Cobleskill has not been fined for any violations of COVID-19 regulations.

299. This is despite the fact that, upon information and belief, student organizations at SUNY Cobleskill have been suspended for hosting parties during the COVID-19 pandemic.

300. On September 18, 2020, the Schoharie County Board of Supervisors held a meeting, where an update was provided by Defendant Gildemeister regarding the Coronavirus Task Force.

301. In response to questioning regarding SUNY-Cobleskill students who had symptoms of COVID-19 and presented to the school nurse, Defendant Gildemeister stated: “There’s space for the School nurses to make judgment calls” and that it was “[u]p to the individual school’s policy, the individual nurse and the comfort level that that nurse has with that particular child and their medical history” and “it’s a case by case. . . .”

302. This same delegation of decision-making was not afforded to Plaintiff, notwithstanding the fact that Plaintiff’s COVID Safety Plan includes careful monitoring and on-site health professionals.

303. Moreover, this differential treatment of Oorah is despite the fact that there was not a single documented case of COVID-19 at The Zone and multiple cases at SUNY-Cobleskill.

304. The Defendant County acknowledged on April 13, 2020 that “[t]here are concerns with businesses and them not maintaining social distancing between people. There was an issue at Price Chopper [supermarket] over the weekend . . . .”

305. Upon information and belief, the County did not shut down Price Chopper.

306. Upon information and belief, the Defendants were aware that an AutoZone location in the County violated the mask rule “several times,” but did not shut down that business.

307. Upon information and belief, the Defendants were aware of “on going complaints about Stewarts [convenience store] not enforcing masks and social distancing,” but did not shut down that business.

308. Defendant Gildemeister stated “Each business will need to come up with their own plans as I don’t know their workforce or their space.”

309. Defendant Gildemeister has stated: “A wedding venue had many complaints about not following the rules, social distancing or gathering size. We investigated this and it was correct that they were not following the guidelines that other venues are required to follow. There were also other Public Health code issues that we are addressing. As we get the complaints, we are addressing it by speaking to them and making site visits. . . . We are trying to be fair.”

310. On the SCDOH Facebook page, one commenter stated on July 15, 2020: “Are ‘congregate settings’ another way of saying religious services? We don’t go to our [church] because they are singing and reciting without wearing masks, even though they are sitting at least two rows apart (by family groupings.) . . . .”

311. In reply to that comment, the Defendant County replied: “Religious services are one type of congregate setting, but are currently allowed and can be done safely IF everyone wears masks and distances. Sadly, singing is particularly problematic and is not recommended.”

312. Defendants did not request further information about the church that was violating policy.

2021 Temporary Residence Permits

313. On October 30, 2020, Oorah filed timely applications for the renewals of the existing Temporary Residence permits for the year 2021 its two locations in Schoharie County with the Defendant.

314. Oorah had received TR permits to operate the camps in the past.

315. The 2021 TR permits were intended to cover Oorah's religious activities.

316. The 2021 TR permits included the following Jewish Holy Days, days of observance and Family Retreats, among others:

- A. Pesach (Passover), March 26 to April 4, 2021: Eight-day celebration commencing on the afternoon before the holiday and ends an hour after sunset on the last day. Oorah plans to host families at the Boys Zone for this holiday period where practicing Jews celebrate Judaism by gathering together for meals, prayers and religious instruction. The majority of the time is spent in prayer and communal eating, and includes religious instruction and Torah study.
- B. Rebbetzins Retreat, April 29 to May 2, 2021: One of the tenets of the Orthodox Jewish faith is to marry within the religion. Rebbetzins Retreat is a weekend focused on helping older single observant Jewish individuals meet their potential life partners of their faith.
- C. Shavuot, May 16 to May 18, 2021: Shavuot is held annually to celebrate the Jews receiving the Torah. This weekend is focused entirely on religious faith and observances with participants staying up the entire night together studying religious texts to commemorate receiving the Torah scroll and the Ten

Commandments at Mount Sinai. The entire family attends and engages in not only the nightly ritual, but prayer time, eating together and other religious instruction.

- D. Shabbat with Oorah, May 28-30, 2021: Annually, Oorah hosts Shabbat with a weekend retreat to heighten the experience of Shabbat, to bring forth education, instruction, and immersive opportunities to this weekly observance. Families gather for meals, prayers and religious instruction with the focus solely on Shabbat, which cannot occur to the same degree during other religious observance and Holy Day celebrations.
- E. TorahMates Retreat, June 18-20, 2021: Throughout the year, over 7000 Jewish individuals throughout the United States participate in a program known as “TorahMates.” The program, conducted over the phone, pairs an adult male student with a man who is more knowledgeable of Jewish faith, traditions and practices to assist them with studying the Torah. On this weekend, these men, most of whom have not yet met, gather together to pray, eat and study the Torah together.
- F. Tisha B’Av, July 18, 2021: An annual fast day of mourning in Judaism in which people would gather together and refrain from engaging in the “five prohibitions” for a 25-hour period, the most notable of which is a prohibition against eating and drinking.
- G. Family Zone, August 11-16, 2021: Families gather for meals, prayers and religious instruction. They enjoy Shabbat observance together and worship together.

- H. TorahMates Retreat for Women, August 19-22, 2021: Women participate in daily one-on-one TorahMates study sessions, lectures, and discussion groups to strengthen each other spiritually.
- I. Rosh Hashana, September 6-8, 2021: The Zone's High Holiday services are the focus of Rosh Hashana. The Rosh Hashana program also includes traditional meals, captivating presentations on topics related to Rosh Hashana, such as the *simanim* (symbolic foods of the holiday), as well as various forums, discussion groups and words of wisdom from the rabbis.
- J. Sukkos, September 20-29, 2021: This celebration includes people singing, dancing, and dining together in a sukkah. There is a blessing of the *lulav* and *esrog* in the morning. The program on Sukkos culminates with Simchas Bais Hashoeva.
- K. Chanukah, November 28 to December 6, 2021: This eight-day celebration commemorates the recovery of Jerusalem and like the other Jewish Holy Days, is focused on family and celebrating Jewish religion and heritage.

317. On November 9, 2020, the Defendant County sent a letter to Plaintiff stating that it would not process the TR permit renewal applications “until after all hearings have been concluded and fines have been paid for 2020 violations,” even though any hearing had to be held by no later than September 25, 2020, no hearing is scheduled and, because no hearing can be held or fines levied more than 15 days after an act of revocation, no hearing may be legally scheduled now or in the future.

318. Defendant County returned the renewal applications and checks submitted for processing to Plaintiff.



319. This action was contrary to New York law.

320. New York's Public Health Law Section 16 sets forth the substantive and procedural standards applicable to the Defendant County Health Department's actions.

321. Specifically, if the Health Department can establish that it is prejudicial to the interests of the people to delay action, it may issue an administrative order directing the discontinuance of a dangerous condition as long as an administrative hearing is promptly held thereafter, within a period not to exceed fifteen (15) days.

322. N.Y. Public Health Law Section 12-a, which governs the notice, procedural and evidentiary requirements of the formal hearing required by Public Health Law Section 16, sets forth the details regarding the required hearing.

323. As described above, in *Oorah, Inc. v. Schoharie County Department of Health and the New York State Department of Health*, No. 905041-20 (Supreme Court, County of Albany), the State court held that the Defendant County's July 29, 2020 Cease and Desist Orders were illegal by application of N.Y. PHL §§ 12-a and 16, and that the placarding of the two facilities was also illegal according to the statute, as reinforced by the terms of 10 NYCRR § 7-1.4.

324. The Commissioner did not comply with the conditions precedent set forth in 10 NYCRR § 7-1.3(d), and also failed to provide a hearing within fifteen (15) days of the purported revocation of the TR Permits, as required by Public Health Laws Section 12-a and 16.

325. Moreover, substantively, even if an administrative hearing had been held in a timely manner, the conditions precedent to any permit revocation, and the foundation upon which the purported September 10, 2020 revocation was based were never established and, after the deadline had passed, there was no available forum in which they could ever be established.

326. As such, there were no Public Health Law violations at either facility, and therefore there was no basis to withhold approval of the 2021 TR permits.

327. Plaintiff's facilities at the Boys Zone and the Girls zone fully comply with all of the regulatory requirements to serve as temporary residences under New York law.

328. The Defendant's refusal to process and grant the TR permits for Plaintiff's Zone facilities is a blatant violation of New York law since both facilities qualify for the TR permits.

329. The Defendants' actions now threaten Plaintiff's ability to use its facilities for Passover, which begins March 27, 2021, and other holidays during 2021.

### **History of Hostile Treatment Based on Oorah's Orthodox Jewish Faith**

#### Local Opposition to Purchase of Jefferson Property

330. These recent events did not occur in a vacuum, but rather are a continuation of hostile actions taken over the past decade against Oorah by the County, the Towns of Jefferson and Gilboa, and local residents based on Oorah's Jewish character.

331. Oorah faced significant public opposition when it sought to acquire the Jefferson property in 2008.

332. In 2008, a local organization called "Save Scotch Valley" urged the Jefferson Town Board "to alter the zoning of the property of Scotch Valley to make it less attractive to this group [Oorah]" in order to ensure that the people in Jefferson would not "end up like the unfortunate residents of Gilboa," where Oorah operates the Girls Zone.

333. The organization questioned whether Oorah would "want to get along with locals."

334. It also noted that "since Oorah is a religious organization, the property would become exempt from paying property taxes."

335. Plaintiff is exempt from property taxes because of its charitable nature.

Actions Regarding Building Permits for Oorah's Bunkhouses

336. Immediately upon the purchase of the Jefferson property, Oorah began the planning process for converting the property into a camp.

337. In order to operate as a boys' camp, several new structures were to be constructed at the Jefferson property.

338. These included (1) a "condo deck" (a large outdoor deck to be used by campers and families attached to a former condominium complex called the "Venetian"); (2) a shed/bathhouse; (3) a pavilion located near the Venetian; (4) another pavilion, which was to be used as a gazebo/picnic area, known as the Marina Del Rey; (5) a paddleball court; (6) five bunkhouses, one of which was later designated for use as a synagogue; (7) a gym; and (8) a mikvah (or ritual bath).

339. In the early stage of planning and development for the camp in Jefferson, the process proceeded routinely under the direction of the Town's Code Enforcement Officer, Michael Schwarzkopf ("Schwarzkopf"), who was in frequent contact with Oorah's architectural and engineering team and issued building permits in the normal course.

340. The building permits issued by Schwarzkopf to Oorah included those to build single-story bunkhouses.

341. Oorah soon recognized that it had a need to construct two-story bunkhouses at the Jefferson property to house its campers and staff for the 2010 Summer season and on March 25, 2010, submitted professional engineering drawings to the Town in support of its application for building permits to construct two-story bunkhouses.

342. Upon receipt of the engineering plans for two-story bunkhouses in March 2010, Schwarzkopf stated that he was satisfied with the drawings and was in favor of issuing building permits for the two-story bunkhouses.

343. However, Schwarzkopf informed Oorah that Jefferson Town Supervisor Dan Singletary (“Singletary”) was personally opposed to the issuance of the building permits.

344. Singletary had been elected to the position of Town Supervisor in January 2010.

345. Singletary was Town Supervisor until January 2014.

346. Prior to Singletary’s election, the Town Supervisor had not been involved in the building permit issuance process and Oorah personnel had no interaction with him.

347. With Singletary’s election, roadblocks and delay became the hallmarks of the Town’s approach toward Oorah.

348. In March 2010, Singletary told Oorah that the Town would not allow Oorah to build a separate structure to house a synagogue.

349. Singletary has made statements hostile to Oorah’s religious character.

350. Singletary has stated: “Um, yes, they are Jewish. And yes they pretend to be Orthodox but they’re not a particular sect. They are not Hasidim, they are not any of the kinds of things that we know about. Um. Well, I mean, I’ll tell you just flat out. I just think they are in it for the bucks.”

351. Singletary has stated: “They believe that they are absolutely insulated because of who they know in the legal system. When it, we’re the uh, we’re the Third Department up here, and I think they knew every judge who was hearing the case when they went to the Appellate Division. At least, I didn’t go, but when uh, I forget who walked in with them, who told me, he said they all waved ‘Oh yeah. How are ya?’ Oh yeah, they had the former head of the Appellate

Court of . . . whoever it was, it was a named Jewish who had retired and he just was sitting with them and he just waved to them all and on the court; I mean give me a break here. You know?”

352. Singletary has stated: “They’ll do anything. They will be out there and they will do absolutely anything to beat you. And they’ll have every attorney and they will go all the way . . . unless of course they say we’ll give you pennies on the dollar; that’s how they’ll do it now. You know, they said, ‘Hey, we owe you a million bucks. How about \$50,000 and we’ll call it quits?’ You know?”

353. Upon information and belief, each of these statements was directed at Oorah’s Jewish character.

354. Schwarzkopf told Chaim Brisman, an Oorah project manager involved in the development of the boys’ camp, that Singletary was on a “war path” against Oorah and would do whatever he could to slow Oorah down.

355. As part of his campaign against Oorah, Singletary sought and received authorization from the Town Board to ask the New York State Department of Environmental Conservation (“NYSDEC”) to rescind its previously issued “Negative Declaration” (issued pursuant to Part 617 of the regulations implementing the State Environmental Quality Review Act (“SEQRA”), which found that Oorah’s redevelopment of the Scotch Valley Ski Center and Deer Run Village Resort--including the construction of new bunkhouses and a gymnasium--would not have a significant effect on the environment) and issue a positive declaration instead.

356. On April 29, 2010, Singletary sent a letter to the NYSDEC requesting that it rescind its negative declaration and issue a positive declaration.

357. Despite Singletary’s request, NYSDEC did not rescind the negative declaration.

358. Upon information and belief, at Singletary's request, the Town Board took the position that state law prohibited the Town from issuing building permits for the bunkhouses until the NYSDEC issued a State Pollutant Discharge Elimination ("SPDES") permit, pertaining to stormwater discharge.

359. This position was without statutory support and contrary to the position taken by the New York Department of State.

360. Contemporaneously, on March 5, 2010, Oorah applied for a SPDES permit for its septic system and on June 7, 2010, NYSDEC issued the SPDES permit for Oorah's septic system.

361. Singletary persisted in objecting every step of the way to the septic system permit processing.

362. Due to Singletary's opposition, Oorah decided to forego the two-story bunkhouses and to instead construct one-story bunkhouses, for which building permits had already been issued.

363. In response, Singletary then conveyed that he was revoking or would revoke the building permits that had been issued for the one-story bunkhouses.

364. As a result, Oorah again proceeded to pursue building permits for the two-story bunkhouses.

365. Schwarzkopf stated to Oorah his view that Singletary was not treating Oorah fairly, that no Town Supervisor in his experience had interfered in the issuance of a building permit by a Code Enforcement Officer, and that issuing the building permits for the two-story camp bunkhouses was the right and lawful thing to do.

366. Oorah requested that the issue of the Town's failure to let Oorah's construction project go forward be placed on the Town's agenda for its April 29, 2010 meeting.

367. The Town refused to do so.

368. Schwarzkopf attended the meeting.

369. After the Town Board went into executive session, some of the attendees, including Schwarzkopf, gathered in the parking lot outside of the Town Hall.

370. Schwarzkopf stated publicly that, in his opinion, Oorah's building plans “met the codes” and the building permits could lawfully be issued.

371. On May 13, 2010, the Town Board held its regularly scheduled meeting. Several representatives from Oorah attended a portion of that meeting.

372. Schwarzkopf also attended the meeting.

373. After both the Oorah representatives and Schwarzkopf had left the meeting, the Town Board reduced Schwarzkopf’s salary from \$7,000 per year to \$300 per year.

374. The Town Board also directed that Schwarzkopf serve as Code Enforcement Officer until “the first Town Board Meeting of January 2011.”

375. Russell Danforth was another Town Board member, who has served in that position for more than 30 years.

376. Danforth has made statements hostile to Oorah’s religious character.

377. Danforth has stated: “I wanna say down in Sullivan County or somewhere they came in and started something, they basically took over the whole town and we're not going to allow them to do that here.”

378. Upon information and belief, Danforth was referring to Orthodox Jews.

379. Danforth has stated: “There’s not much you can do because they have the judges or whatever they had somebody up on the state level and kind of got it so that they’re exempt now . . . They have this-or somebody in their pocket on the state level.”

380. Danforth has stated: “Nobody wants them in town . . . . Nobody on the Board.”

381. Danforth has stated: “[Former Town Supervisor Dan Singletary] would be able to give you a lot more information because he really had it in for them.”

382. The Town also created a new position, “Building Inspector III,” and appointed Keith Brooks to that position.

383. Brooks, the owner of a local restaurant and sports bar, was a personal friend of Singletary’s and had no experience as a code enforcement officer.

384. Brooks has made statements hostile to Oorah’s religious character.

385. Brooks has stated: “So, they don't give a shit. They'll just keep paying the lawyers. 'Cause they don't, they don't believe in paying their school-we don't teach their kids right, so they're not gonna pay for, pay school taxes. They believe in what they're doing. Even like the Jewish people hate them because they lie, they cheat, and they steal.”

386. Brooks has stated: “They kept telling me, ‘Keith come on you gotta finish this.’ I said, ‘I can’t finish nothing.’ So they kept going and going, so. And they, they have places here, they got Gilboa, they got New York City. They’re all over.”

387. Brooks has stated: “They’re just ignorant, fuckin’ assholes, they don’t wanna pay.”

388. When asked who else has been dealing with Oorah in Jefferson, Brooks responded:

A: “You know who you could talk to?”

Q: “Who?”

A: “Skinheads. That's all.”

389. Upon information and belief, each of these statements was directed at Oorah’s Jewish character.

390. Also on May 13, 2010, upon further discussion with representatives of Oorah, Schwarzkopf issued a building permit for each of the five two-story bunkhouses.



391. Building permits were also issued that evening for the pavilion near the Venetian, the shed/bathhouse, and the paddleball court.

392. Schwarzkopf also issued a certificate of occupancy (“CO”) for the condo deck, which was described in the CO as “an addition.”

393. The next day, on May 14, 2010, Singletary wrote a letter to Schwarzkopf indicating that his responsibilities would be limited to fire inspection.

394. Brooks replaced Schwarzkopf as Code Enforcement Officer on May 14, 2010, assuming the duties of that position.

395. On May 10, 2010, with The Zone set to receive campers in June and believing that it had no recourse other than to seek court intervention, Oorah had filed an Article 78 mandamus action against the Town.

396. The action was filed in the New York Superior Court, Schoharie County and captioned *Oorah Resort, LLC v. Town of Jefferson*, Index No. 389-2010 (N.Y. Sup. Ct., Schoharie Cty. June 1, 2010) (“First Article 78 suit”).

397. The First Article 78 suit alleged that the Town had denied Oorah the right to use its Boys Zone property in a lawful manner, that the issued building permits were valid, and that the Town was obligated to issue additional permits for the bunkhouses.

398. By order dated June 1, 2010, the court determined that “inasmuch as petitioner was granted the permit at issue in this proceeding three days after filing its original position, the petition has been rendered moot.” Accordingly, the court dismissed the petition and denied the Town’s counterclaim.

Refusal to Conduct Timely and Complete Inspections

399. Despite having valid building permits issued for the construction of the two-story bunkhouses, Oorah was met with continued delay, inaction and additional tasks to complete by the Town of Jefferson in an effort to thwart the construction of the Boys Zone.

400. Keith Brooks refused to come on-site to perform timely and critical inspections to move the construction process forward.

401. Repeated calls by Oorah to Brooks went unanswered.

402. When Brooks did respond, it was to insist that additional items be addressed, to be followed by more items, with no promise of achieving meaningful progress that would result in the concrete issuance of a certificate of occupancy (“CO”).

403. While Oorah attempted to work constructively to achieve finality, the Town’s list of items was a constantly moving target.

404. In September 2012, Howard Fishman (“Fishman”) assumed the duties of Oorah’s contractor for camp construction.

405. In or about the spring of 2013, Brooks provided Fishman with a list of items for Oorah to address.

406. A crew was immediately sent in to address those items, whereupon Fishman called Brooks to request that he come to the site to inspect.

407. Brooks arrived sometime after that, with no notice, and pronounced that the issues he identified had not been addressed.

408. The issues (installation of a fire wall and fire doors) had in fact been addressed.

409. It soon became clear that Brooks did not have the skill set or technical knowledge for his position as Code Enforcement Officer, which resulted in Brooks consistently taking the

position that Oorah was in violation of code provisions that he clearly did not understand and in some cases did not exist.

410. Ultimately, licensed engineers with knowledge of the Code inspected the Boys Zone buildings and confirmed compliance, and the First Article 78 suit was settled without a Court decision.

411. These delays prevented Oorah from using parts of its campus for approximately three years.

#### Oorah's Application for Bond Financing

412. In 2011, Oorah sought financing to support past and present construction of several buildings at the Boys Zone, including bunkhouses, a library, and the gymnasium.

413. The financing, in the form of tax-exempt bonds, was sought from the Schoharie County Industrial Development Agency ("IDA") and Capital Resource Corporation ("CRC").

414. Both the IDA and CRC were created pursuant to state law and exist to promote economic development within Schoharie County by, in part, acting as a conduit for such financing.

415. The bonds issued through IDA and CRC are not an obligation of the County or its taxpayers, and their issuance or any subsequent default does not have any effect on the County's ability to issue municipal bonds.

416. Approval to issue IDA and CRC bonds is granted by the County Board of Supervisors.

417. Oorah's request for financing in the form of bonds from the IDA and CRC was considered at the IDA's March 22, 2011 meeting.

418. During the course of that meeting, the IDA Board of Directors indicated that it “prefer[red] to only be involved if the County Board of Supervisors approve and the Town of Jefferson approves.”

419. A public hearing on Oorah’s application was held on July 28, 2011 at Jefferson Town Hall.

420. Singletary, then the Town Supervisor and a member of the Defendant County’s Board of Supervisors, led the meeting and openly opposed Oorah’s application, stating that the Town would not support the application.

421. Singletary indicated that he would exercise his power with the County Board’s Finance Committee to block approval, unless Oorah committed to a payment in lieu of taxes (“PILOT”) equivalent to what Oorah would otherwise pay in property taxes.

422. Singletary stated:

I am a member of the [Finance Committee of the County Board of Supervisors] that actually makes the recommendation to the full board . . . . All financing issues like this will go through the finance committee before they go through the full board. Puts me in a, in a position, very strong position with seven members on the board to [sic]-and nobody is going to vote for these things without having the local people.

423. Following this proclamation, the application did not progress any further.

424. As a result of Singletary’s and the Town’s opposition, Oorah was unable to obtain such financing.

#### Oorah’s Gymnasium

425. Brooks and Singletary made the Boys Zone gymnasium building the next major battleground in the Town’s war against Oorah.

426. The Town had issued a building permit for construction of a prefabricated gym structure in 2010.

427. The Town again created obstacles and delayed and refused to perform necessary inspections.

428. This resulted in years of delay and burden on Oorah, as it did not have a Certificate of Occupancy from 2011 through 2014 to use the gym facilities to enrich the experience of its campers and further Oorah's programming goals.

429. In December 2013, the Town issued a stop-work order that halted construction of the gym, raising a series of purported building code issues.

430. Oorah responded to and addressed all of those items by March 28, 2014.

431. By May 2014, Brooks still had not issued COs for the gym or for six other buildings and was not responding to Oorah's attempts to get him to act.

432. In May 2014, when Singletary and the Town had made clear that COs for several of the completed buildings, including the gym, would not be issued, Oorah filed suit against the Town.

433. The action was filed in the New York Superior Court, Schoharie County and captioned *Oorah Resort, LLC v. Town of Jefferson*, No. 2012-419 ("Second Article 78 suit").

434. In an effort to resolve the lawsuit, the parties met on June 3, 2014.

435. Following the meeting, an inspection of the gym was conducted with representatives of both the Town and Oorah in attendance.

436. The sole issue of deficiency identified by the Town was one related to structural support in the gym.

437. On July 28, 2014, Brooker Engineering, Oorah's engineering firm, certified that the construction of the outside steel reinforcements was complete, thereby fully resolving this issue.

438. On July 30, 2014, Oorah submitted another certification from Brooker Engineering, attesting that the gym was structurally safe for occupancy.

439. On August 1, Oorah presented a certification, from the installer, that the fire sprinkler system had been installed and tested.

440. The Town still refused to issue a CO for the gym.

441. Oorah was then forced to seek and obtain a Court order that the Town show cause as to why a CO should not be issued for the gym.

442. In response, Brooks raised a list of "non-safety issues" that had not been previously identified.

443. This included the issue of whether the asphalt floor of the gym was fireproof.

444. Oorah had its engineer prepare and submit an analysis to demonstrate that the gym floor was fireproof.

445. After lengthy settlement negotiations, the Second Article 78 lawsuit was settled based upon issuance of certificates of occupancy.

446. Certificates of occupancy were issued for all of the remaining structures as a result of the settlement.

447. It was not until the Summer of 2015 that Oorah was finally able to implement its camp programming using the full array of Town-approved facilities at the Jefferson property.

#### Oorah's Tax-Exempt Status

448. As a New Jersey Non-Profit Corporation, in February 2012, Oorah sought tax-exempt status for the Boys Zone property.

449. The Town of Jefferson, under the leadership of Singletary, rejected Oorah's application for tax exemption as to all three parcels of the property.

450. In July 2012, Oorah filed a lawsuit against the Town seeking to correct the 2012 tax assessment roll so as to make the Boys Zone property wholly exempt from real property taxes.

451. The action was filed in the New York Superior Court, Schoharie County and captioned *Oorah, LLC v. Town of Jefferson, et al*, Index No. 12-419 ("Second Article 78 suit").

452. The Court rejected all of the Town's arguments that the property was being used as a for-profit business.

453. The New York Supreme Court (in two opinions, the second on reconsideration) found that Oorah was entitled to a tax exemption as to Parcel numbers 1 and 2.

454. With respect to Parcel 3, the Court held that in the absence of certificates of occupancy for the structures on the property, that parcel could not be exempt.

455. In July 2014, the Appellate Division reversed the lower court regarding Parcel 3. *Oorah, Inc. v. Town of Jefferson*, 119 A.D.3d 1179 (3d Dep't 2014), *abrogated on other grounds*, *Greater Jamaica Dev. Corp. v. N.Y.C. Tax Comm'n*, 25 N.Y.3d 614 (2015).

Schoharie County and the Town of Jefferson  
Further Impede Oorah's Camp

456. There is substantial overlap in jurisdiction and personnel between the Town and the County.

457. Pursuant to New York law, the government of a County consists of the Town Supervisors and City Mayors within the County. N.Y. County Law § 150.

458. The Schoharie County Board of Supervisors includes the Supervisors of the Town of Jefferson and the Town of Gilboa, where the Boys Zone and Girls Zone are located, respectively.

459. The Town of Jefferson's Supervisor, Singletary, also sat on the County's Board of Supervisors.

460. In addition to his position on the County Board of Supervisors, Singletary was also a member of the County Board's Finance Committee.

461. Singletary exploited his multiplicity of these roles to the detriment of Oorah.

462. On May 17, 2010, Singletary, in his capacity as Supervisor of the Town of Jefferson, wrote a letter to the presiding Judge in the lawsuit captioned *Oorah Resorts, LLC v. Town of Jefferson*, Index No. 2010-0389, improperly alleging intimidation by Oorah for simply appearing at a hearing before the Town of Jefferson.

463. This was a deliberate attempt to influence the proceedings pending in the Court.

464. On August 7, 2012, Singletary called in a complaint to the Public Health Director at the SCDOH concerning Oorah.

465. Singletary claimed that based on the Boys Zone's permit application, the camp capacity was 400 and it had been exceeded with 840 children on August 5, 2012.

466. Singletary further claimed that the Stamford Fire District came in response to an injury on the zip line, and alleged that there were "no safeguards with respect to the zip line or other amusement park-type rides."

467. A SCDOH official assigned to the complaint was onsite at the Boys Zone on August 7, 2012 and reported the estimated number of children at the camp to be less than 300.



468. The SCDOH official observed campers using the zip line and noted that “[t]here was a spotter at each end of the line and [each] camper was wearing a life jacket (zip line goes over the pond).”

469. On August 10, Singletary told the SCDOH official that he was looking into how to obtain “copies of emergency calls due to injuries that responded to Oorah.”

470. On October 23, 2012, SCDOH issued two Notices of Formal Hearing seeking civil penalties of \$525 and \$725, respectively, plus ongoing civil penalties of \$250 per day from Oorah.

471. SCDOH alleged that Oorah had failed to report certain accidents that had taken place during the 2012 camp season to SCDOH.

472. Each Notice and accompanying Bill of Particulars was signed by Michael West (“West”) in his dual capacity as both “Hearing Officer” and “Schoharie County Attorney.”

473. Since at least 2010, West has served as both the Town Attorney and the County Attorney, and he was now taking on a third role as Hearing Officer.

474. This was a clear conflict of interest.

475. Compounding the conflict of interest, in his capacity as Town Attorney, West had represented the Town against Oorah, including in the First Article 78 suit.

476. Prior to the scheduled hearing on December 6, 2012 on the SCDOH complaints, Oorah moved to disqualify West as the Hearing Officer, as he clearly was conflicted.

477. West stepped down as Hearing Officer on December 4, 2012.

478. On December 5, 2012, SCDOH issued amended Notices of Formal Hearing and Bills of Particulars signed by a "John Trela, Esq., Impartial Hearing Officer."

479. These amended Notices were not based on any new factual allegations, but they now sought civil penalties of \$8,175 and \$18,425, respectively, from Oorah.

480. No explanation was provided for the increased penalties.

481. The hearing was postponed, and following Oorah's motion to dismiss on December 28, 2012, a meeting was held at SCDOH in early 2013.

482. Oorah's then-camp director, Rabbi Avraham Krawiec, attended the meeting, along with Oorah's lawyer.

483. Rabbi Krawiec asked where SCDOH kept accident reports for other camps under its jurisdiction, and learned that the County had not required other camps to submit accident reports.

484. By letter dated February 22, 2013, the County's lawyer confirmed that the amended Notices had been withdrawn.

485. No fines were paid by Oorah.

486. Singletary also questioned whether Oorah had paid the proper mortgage recording fee in connection with a mortgage it filed in April 2012 and stated that he had asked Michael West to investigate.

487. On July 29, 2020, Defendant Gildemeister forwarded an email from Oorah's attorney regarding the cease-and-desist letters to Michael West, the Township attorney, demonstrating continuing communication with West.

488. Upon information and belief, West is not employed by the County and not involved in the cease-and-desist process initiated by Gildemeister.

#### Oorah's Expansion Efforts

489. In August 2014, Oorah sought to expand its religious activities in Schoharie County by purchasing the Summit Shock Correctional Facility, a former state prison facility.

490. At the public auction, another buyer outbid Oorah for the property.

491. The local paper reported that the buyer's "connection to Schoharie County wasn't clear, and he refused to elaborate" or "say what he planned to do with the property."

492. Asked why he purchased the property, the buyer stated that he "just didn't want what happened to Scotch Valley [the Boys Zone former use] to happen in Summit," and that he "just wanted to keep them [Oorah] out of it."

493. The Summit property remains vacant and unused to this day.

494. In March 2015, Oorah learned that foreclosure judgments had been entered with respect to several parcels adjacent to the Boys Zone property (the "Murphy parcels").

495. These parcels had been owned by the Douglas Murphy and various members of his family.

496. The foreclosure judgments were entered based on the owners' failure to pay property taxes over a period of years.

497. As reflected in the County records, title to these parcels passed to the County in connection with entry of the foreclosure judgments.

498. On March 30, 2015, Oorah's CEO, Rabbi Eliyohu Mintz, spoke to the County Treasurer, Bill Cherry ("Cherry"), by phone to discuss Oorah's interest in purchasing the Murphy parcels.

499. Oorah has a long-term lease interest in some of that property as successor-in-interest to the Scotch Valley Ski Resort, but also hoped to further expand the Boys Zone by utilizing the top of the mountain.

500. Rabbi Mintz continued to have a dialogue with Cherry throughout April 2015, including an in-person meeting that lasted more than an hour.

501. The parcels were scheduled to be auctioned on May 16, 2015.

502. Sometime after the April meeting, Oorah learned that all of the Murphy parcels, except one (a small residential parcel with a single-family home), had been pulled from the auction.

503. On May 12, 2015, Cherry informed Rabbi Mintz by phone that the Murphys had hired an attorney to stop the foreclosure sale.

504. Upon information and belief, Schoharie County had made special accommodations for Murphy to redeem the properties.

505. Cherry was aware of a motion to vacate the foreclosure judgments filed by the Murphys, but did not disclose this to Rabbi Mintz.

506. Murphy, through counsel, filed an Order to Show Cause on May 11, 2015 to vacate the Court's Judgments of Foreclosure entered in March 2015.

507. The County attorney, West, was served with the application and supporting papers and did not file any opposing papers so the application went unopposed.

508. On May 13, 2015, the Supreme Court of New York, Schoharie County entered an order permitting the Murphys to redeem the properties by delivering certified funds to the County Treasurer.

509. Upon information and belief, the redemption of the properties resulted from Oorah's interest in the same.

510. Upon information and belief, this series of events—whereby the County reached the point of foreclosing on property for failure to pay back taxes and actually took title to the property, followed by redemption and return of the property to the owners—was aberrational.

511. Again, in 2020, property near the Boys Zone was set to be auctioned in a tax sale.

512. The County required bidders to register for the auction in advance by mail and to specify which parcels they were interested in bidding on. Oorah registered to bid on eight parcels near the Boys Zone.

513. Once again, all of the properties Oorah had expressed interest in purchasing were pulled just prior to the auction.

#### 2015 Application for Bond Financing

514. In 2015, Cherry and the County again derailed Oorah's efforts to obtain bond financing.

515. In 2015, Oorah sought financing through the CRC to refinance past construction projects at the Boys Zone in the Town of Jefferson and to build new dormitories at the Girls Zone in the Town of Gilboa.

516. Oorah learned that the CRC and the County Board of Supervisors had previously approved the issuance of tax-free bonds to support a \$10 million construction of dormitories at SUNY-Cobleskill.

517. IDA initially approved Oorah's application and accepted a \$10,000 application fee.

518. However, the County Board of Supervisors again denied the request.

519. In a departure from established procedures, the County Board's Finance Committee voted to disapprove of Oorah's request the afternoon before the public hearing was even held.

520. County Treasurer Cherry remarked at the Finance Committee meeting "that there does not seem to be a positive reason for the County to [approve Oorah's application]."

521. At the public hearing, various members of the public complained about Oorah.

522. Another person complained that the Town and the County should not be aiding “a religious organization” and said the camps “service children from downstate.”

523. Two days later, the County Board of Supervisors voted to deny Oorah’s request without any discussion, following the recommendation of the Finance Committee.

524. Though it was a public meeting, there was no prior notice to Oorah that the bond request was on the Board’s agenda; it was added only after the agenda was initially published.

525. Oorah later learned that it was Cherry who had added it to the agenda.

526. The Town Supervisor also did not support the application and was not even present at the meeting.

#### Inspections by the Town of Gilboa

527. In the last five years, the Town of Gilboa has been performing discretionary inspections of the Girls Zone.

528. The last such inspection was approximately seven months ago.

529. On June 17, 2020, Yosef Stein, an employee of Oorah, reached out to Linda Wyckoff, the Town Clerk and Freedom of Information Officer of the Town of Gilboa, requesting the following records pursuant to New York State’s Freedom of Information Law:

Any and all notices and reports pertaining to fire safety and property maintenance inspections conducted by the Town of Gilboa’s Code Enforcement Officer from January 1, 2016 to present.

530. The same day, Mr. Stein and Ms. Wyckoff spoke by phone, and Wyckoff followed up with an email to Stein stating that she had “reached out to our code enforcement officer to get the information requested” and would “be in touch soon.”

531. Section 89(3)(a) of the Freedom of Information Law requires that government entities subject to FOIL requests must, within five business days of the receipt of a valid records

request, “make such record available to the person requesting it, deny such request in writing or furnish a written acknowledgement of the receipt of such request and a statement of the approximate date, which shall be reasonable under the circumstances of the request, when such request will be granted or denied.”

532. While the Town had provided a written acknowledgement of the receipt of Stein’s request, it had failed to provide an approximate date for when the approval would be granted or denied, as required by the law.

533. Section 89(3)(a) further states that if the agency is unable to deliver the records within twenty business days from its acknowledgement of the request, “the agency shall state, in writing, both the reason for the inability to grant the request within twenty business days and a date certain within a reasonable period, depending on the circumstances, when the request will be granted in whole or in part.”

534. In spite of this legal requirement, the documents requested were not furnished within 20 business days from June 17, no reason for the inability to provide such documents was given (nor was a claim of such inability made), and no date certain was provided regarding when the request would be fulfilled. These failures constituted additional violations of the Freedom of Information Law on the part of the Town.

535. On July 28, having heard nothing further from Wyckoff and not having received any records responsive to his request, Stein sent Wyckoff an email requesting an update.

536. Wyckoff responded to Stein as follows, copying Brian Caron, the Town Code Enforcement Officer, Joanne Crum, the Town Attorney, and a person named Alicia Terry:

My apologies for the delay in getting you the information requested. I will reach out to Mr. Caron to see where we are at in regards of submitting the requested information you would like at Mr. Caron's discretion.

(Emphasis added.)

537. On December 28, 2020, having received no substantive response more than six months after initiating his FOIL request, Stein again emailed Wyckoff for an update on the Town's response.

538. Wyckoff responded in part that she had "reached out to Brian [Caron] for the information requested and did speak to [Town of Gilboa] attorney [Joanne] Crum previous and she shared it was to Brian's discretion as to what information we share."

539. The Freedom of Information Law, however, grants no such "discretion" to entities that are subject to it. While section 87(2) does promulgate certain exceptions to the FOIL records access requirements, none of these exceptions applied to Stein's request, nor was any such exception asserted by the Town. Rather, it appears that (at least with respect to Oorah) the Town saw itself as above the law and thus views its legal responsibilities as discretionary.

540. In her December 28, 2020 correspondence, Wyckoff also stated, "If you can send over exactly what you are looking form [sic] we may be able to better comply with the request." She made this statement notwithstanding that Stein's June 17, 2020 FOIL request had been unambiguous and had specified exactly which records were being sought.

541. Nevertheless, Stein responded:

As indicated in my June 17 email, I am seeking two types of documents:

- 1) The inspection notices issued to property owners in advance of fire safety and property maintenance inspections conducted by the Town of Gilboa's Code Enforcement Officer from January 1, 2016 to June 17, 2020.
- 2) The inspection reports issued following any such fire safety and property maintenance inspections between January 1, 2016 and June 17, 2020.

Please let me know if you have any questions on the above. Thank you.



542. On January 5, 2021, Caron and Stein spoke by phone, during which conversation Stein once again reiterated and explained the nature of his request, and Caron promised to provide a full response in “Reader’s Digest” form.

543. Later on January 5, however, Caron emailed Stein with only two documents attached: a Code Interpretation Document from the New York State Division of Building Standards and Codes addressing inspections, which he described in his email as “the Code Interpretation which states the need for me to do the inspections,” and a letter from Caron to the Gilboa Methodist Church dated January 16, 2016 requesting that the church contact him to schedule an inspection. Caron did not provide any indication that an inspection of the Gilboa Methodist Church was ever actually scheduled or conducted, nor did he provide any materials relating to any other inspections scheduled or conducted with respect to any other entity.

544. Stein responded:

Thanks, Brian. We understand that you have duties. Please follow up with copies of the materials I have requested.

545. In continued reckless disregard of its legal obligations under the NYS Freedom of Information Law, however, the Town still has not provided any further records that are responsive to Stein’s June 17, 2020 FOIL request.

546. Upon information and belief, the Town’s motivation for failing to comply with the Freedom of Information Law is to avoid disclosing that such inspections are not performed with respect to other landowners in the Town.

2020 SCDOH Actions Regarding Animals Housed at the Camps

547. On December 29, 2020, the SCDOH left a voicemail for the Oorah camp office that it had received a complaint that the camels and horses at the camp did not have proper shelter for the winter months nor water.

548. These allegations were completely untrue, as the animals are regularly attended to by a veterinarian who oversees their care. The camel, recently relocated away from the camp, had been housed in a large barn with plenty of water, and the horses were in a pasture with a large shelter and plenty of pond water and water troughs with heaters.

549. Counsel for Oorah called the SCDOH and, in response to questioning the basis for jurisdiction over the farm animals, SCDOH responded that the regulations required that she investigate every complaint, no matter the topic.

550. Counsel for Oorah asked for the citation to the regulation and the individual indicated she had to talk to her supervisor, that the matter was closed, and, when asked who the supervisor was, hung up the phone.

551. This is another example of the continued baseless harassment of Oorah by the County.

### **COUNT I**

#### **Violation of the First Amendment to the United States Constitution Free Exercise Clause 42 U.S.C. § 1983**

552. Plaintiff incorporates and realleges Paragraphs 1 through 551 as if fully set forth herein.

553. Defendants have deprived and continue to deprive Plaintiff of its right to free exercise of religion, as secured by the First Amendment to the United States Constitution and made applicable to the States by the Fourteenth Amendment, by taking actions against Plaintiff in a

manner that burdens its religious exercise without using the least restrictive means of achieving a compelling governmental interest, and that discriminates against the Plaintiff.

**COUNT II**

**Violation of the Fourteenth Amendment to the United States Constitution  
Equal Protection Clause  
42 U.S.C. § 1983**

554. Plaintiff incorporates and realleges Paragraphs 1 through 553 as if fully set forth herein.

555. Defendants have deprived and continue to deprive Plaintiff of its right to equal protection of the laws, as secured by the Fourteenth Amendment to the United States Constitution, by discriminating against Plaintiff on the basis of religion.

**COUNT III**

**Procedural Due Process  
Fourteenth Amendment to the United States Constitution  
42 U.S.C. § 1983**

556. Paragraphs 1 through 555 are incorporated by reference as if fully set forth herein.

557. Defendants' laws and actions, as aforesaid, deprived and continue to deprive Plaintiff of its right to procedural due process, as secured by the United States Constitution and made applicable to the States by the Fourteenth Amendment.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- (a) Preliminary and final injunctive relief directing Defendants to promptly grant TR permits for the year 2021 for the Girls Zone and the Boys Zone;

- (b) Preliminary and final injunctive relief restraining Defendants, and all those acting in concert with them, from taking any further actions burdening Oorah's religious exercise without being necessary to protect public health and safety;
- (c) A declaratory judgment that the Defendants' Cease and Desist orders, placarding of the Boys Zone and Girls Zone, efforts at fining Plaintiff, and refusal to issue TR permits are unconstitutional;
- (d) An award of compensatory and punitive damages, in amounts to be determined by the finder of fact;
- (e) An award of costs of this litigation, including reasonable attorneys' fees, pursuant to 42 U.S.C. § 1988 and 28 U.S.C. § 1920; and
- (f) Such other and further relief as the Court may deem just and proper.

Dated: Albany, New York  
February 5, 2021

**WHITEMAN OSTERMAN & HANNA LLP**

By: s/John Privitera  
John Privitera, Registration No. 102399  
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Albany, N.Y. 12260  
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**STORZER & ASSOCIATES, P.C.**

By: s/Robert L. Greene  
Robert L. Greene, Registration No. 2002996  
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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

OORAH, INC.

(b) County of Residence of First Listed Plaintiff Schoharie (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Whiteman Osterman & Hanna LLP, ONE COMMERCE PLAZA, 9TH FLOOR ALBANY, NY 12260, (518)487-7600 AND Storzer and Associates, P.C., 1025 Connecticut Ave., N.W. Ste. 1000, Washington, DC 20036, (202)857.9766

DEFENDANTS

SCHOHARIE COUNTY, N.Y. and AMY GILDEMEISTER, in her individual and official capacities

County of Residence of First Listed Defendant Schoharie (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PRISONER PETITIONS, TORTS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes sub-sections like PERSONAL INJURY, PERSONAL PROPERTY, HABEAS CORPUS, and OTHER.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

42 U.S.C. § 1983

Brief description of cause:

Suit brought by private religious camp operator for violation of rights under U.S. and N.Y. Constitutions

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

2/5/2021 s/ John Privitera

FOR OFFICE USE ONLY

RECEIPT # ANYNDC-5409814 AMOUNT \$402.00 APPLYING IFP JUDGE GTS MAG. JUDGE DJS

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.