

COMPLAINT TO

Departmental Disciplinary Committee for the First Department
Chief Counsel: Alan W. Friedburg
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I, **Paul Griffin** (Representing Helen-May Holdings, a single member LLC, Irene Griffin being sole member) **27 Maple Ave; Jeffersonville, NY, 12748**; HOME PHONE # (845) 482-3371; am aggrieved by the following acts of:

Backenroth, Frankel & Krinsky, LLP

89 Fifth Avenue

New York, New York 10017

(Attorneys of record for the debtor/defendants:)

- **Kollel Match Efraim, LLC** (Debtor/Alter-Ego) a/k/a Match Ephraim, LLC a/k/a Kolel Match Efraim (no tax id as of May 2007) is a New York State entity with its principal place of business located at [751 Second Avenue](#), New York, New York 10017.
- **Kolel Match Efraim**, (Debtor/Alter-Ego) a/k/a Match Ephraim (tax ID #11-283963) is a New York State Religious Corporation (the “Religious Corporation”) with a congregation at: [5608 13th Avenue](#), Brooklyn, NY.
- **Kolel Match Efraim** (Debtor/Alter-Ego) is also listed at [1175 58TH ST Brooklyn, NY 11219-4526](#)
- **Maskil El-Dal, Inc.**: (Insider Creditor/Alter Ego) Is a tax-exempt religious organization with an address c/o Dov Wilhelm, [1424 43rd Street, Brooklyn, NY 11219-1651](#)
- **Jacob (Jack) Lefkowitz**: (Debtor/Alter-Ego) is the managing member of Kollel Match Efraim, LLC a/k/a Match Ephraim, LLC a/k/a Kolel Match Efraim. He is also the President of Kolel Match Efraim and a Trustee of Maskil El Dal, Inc. and resides at: [1526 52nd Street, Brooklyn, NY 11219](#). (Value)
- **Abraham Steinwurzel** (Debtor/Alter-Ego) is a trustee and rabbi of Kolel Match Efraim and resides at [1264 56th Street, Brooklyn, NY 11219](#) (Value)

in a voluntary Chapter 11 converted to 7 Bankruptcy case #04-16410 in:
UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

One Bowling Green, 7th FL, New York, NY 10004

Chief Judge Stuart M. Bernstein

In Violation Of:

“Rule 9011 imposes an affirmative obligation upon counsel to conduct a reasonable inquiry into both the law and the facts before advancing a particular position to the court.”

In re Martin, 350 B.R. 812, 817 (Bkrcty. N.D. Ind. 2006)

COMPLAINT:

As Officers of the Court, the seasoned counsel at Backenroth, Frankel and Krinsky, LLP (BFK) had an obligation to their client and a duty to the court to ensure compliance with all court orders and chapter 11 bankruptcy regulations, and that all schedules were timely filed and were accurate and complete. BFK was negligent (criminally so, as will be shown) in their obligation to advise, administer and comply. BFK never administered as a respondent, but was instead, aggressive and proactive in corrupting, perverting and defeating bankruptcy procedure, and court orders for, and on behalf of their client. BFK was an affirmative and a complicit conspirator in a chapter 11 Bankruptcy fraud. All claims leveled by the trustee at defendants: Lefkowitz, Steinwurzle and Kollel Match Efraim (aka's) are also justly and rightfully leveled at BFK:

Trustee Complaint:

(a) Causing the Debtor to continue in occupancy of the Meadows Property for more than four years without collecting any fees or other payments from various third parties whom the Defendants permitted to use portions of the property, including the Camp directed for four consecutive summers by Defendant Steinwurzle (and, according to Steinwurzle's testimony at his Bankruptcy Rule 2004 Examination, attended by one of Lefkowitz's sons for at least one of those summers), thereby depriving the Debtor from realizing any income from such use; **(After four years of preparing and filing schedules, did counsel never instruct their client about their fiduciary duty as a debtor in possession?)**

(b) Causing the Debtor to remain in continual occupancy of the Meadows Property for more than three years without renting or letting out same to a third party or parties for a fee(s) collected by the Debtor, thereby depriving the Debtor from realizing any income from the Meadows Property while the Debtor occupied same;

(c) By virtue of their acts and omissions set forth in (a) and (b) immediately above, depriving the Debtor of the opportunity to realize income that would have been available to pay the Court-ordered Adequate Protection Payments and payments

under the Occupancy Agreement due from the Debtor to Helen-May, respecting which Helen-May has asserted a secured claim in the Bankruptcy Case in the amount of \$245,779.00 and a Chapter 11 administrative claim in excess of \$3 million against the Debtor's estate;

(d) Permitting the rent-free use of the Meadows Property for four consecutive summers (2004-2007) by the Camp directed by Defendant Steinwurzle and attended by numerous teenage boys, which use resulted in substantial deterioration and damage to the improvements located on the property, respecting which Helen-May has asserted additional claims against the Debtor's estate in an as yet undetermined amount; and

(e) Permitting the rent-free use of portions of the Debtor Properties for at least three consecutive summers (2004-2006) by the Camp directed by Defendant Steinwurzle and attended by numerous teenage boys, which use resulted in substantial deterioration and damage to the improvements located on those properties.

Upon information and belief, as a direct and proximate result of Defendants' acts and omissions, the Debtor has been substantially injured and suffered damages in an amount to be determined at trial, currently estimated to be in excess of \$3.3 million.

Culpability:

Jacob (Jack) Lefkowitz, signed off on perjurious affidavits and Petitions and Backenroth, Frankel and Krinsky, LLP (BFK) filed and signed Petitions containing completely false and criminally fraudulent allegations.

Regarding BFK's culpability, a reasonable inquiry by the attorneys would have disclosed that the Agreements were signed by the religious corporation, not the LLC Debtor due to the simple fact that **the Assignment and Agreements do not bear "LLC" after the entity name.** In addition, and perhaps more telling, is the fact that **the Agreements were signed by the "President" of Kolel Match Efraim.** The seasoned counsel at BFK, named partner Mark Frankel, Esq. who signed the Petitions, in particular, would have realized that a corporation, not an LLC signed the Agreements at a mere glance at the documents. BFK is guilty of deliberately promulgating mis-information with confounding permutations, and deceptive caption alterations.

Further lending to BFK's culpability is their improperly filing the Initial Petition **missing an EIN**, and then filing the Second Petition containing a **false EIN**. The Debtor, assisted by counsel BFK, admitted in its second filing, as it had to, that the first entity that it filed for did not exist. By contrasting the two petitions, it is crystal clear that the Debtor and BFK knew from the outset that the first entity did not exist by virtue of the simple fact that it did not list a tax identification number in the first petition. A first year law student knows better, and so the seasoned bankruptcy counsel at BFK have utterly failed to discharge their duty to be candid with the Court about the identity of the Debtor. Nor is the issue of the Debtor's identity a mere hyper technical omission or inconsequential misstatement, but is the very artifice of the fraud perpetrated on the Court and creditor, Helen-May (Irene Griffin) by the Culpable Parties. The fraud was the very tool which the Culpable Parties hoped to use to emerge scot-free from bankruptcy after having starved Helen-May (Irene Griffin & husband, Paul Griffin) into submission while simultaneously allowing the estate's liability to reach astronomical levels of no return.

Point of Clarity:

Kollel Match Efraim is a viable educational institution in the heart of the Borough Park section of Brooklyn that, in addition to its aforementioned activities **at the Property**, has extensive operations and assets independent of the Property. Thus, it was to protect the assets and operations of this solvent entity and keep them out of the reach of the Bankruptcy Court that the Debtor, assisted by counsel, BFK, engaged in this massive fraud on the Court, filing two blatantly phony, false and perjurious petitions, and all the while pretending as if those nonexistent or shell entities, with names similar to the assignee, were the entities that signed the assignment, when they clearly were not. It is clear that the entity that took the assignment was **the Religious Corporation, Kollel Match Efraim, signed by Rabbi Abraham Steinwurz** on May 18, 2004. It is further clear from the Debtor's petitions that the filings were intended to protect this assignment. The Debtor, assisted by counsel, BFK has invoked the jurisdiction of the Bankruptcy Court throughout the proceedings solely to protect the assignment. The Court's jurisdiction was further invoked with respect to this entity when the Court signed an order on November 27, 2006, at BFK's behest, amending the caption, to include Kollel Match Efraim as part of the bankruptcy case.

Further Violations:

When the Bankruptcy court lifted the stay, the court stated to creditor, HMM (Irene Griffin) “you’re free to evict them!” However, BFK further conspired with their client to bring a frivolous Sullivan County lawsuit to enjoin an eviction based on the same frivolous claims it raised in an adversary that was being litigated in the Bankruptcy Court in the southern district. Circumventing trustee approval, BFK conspired with Burt Blustein, Esq. of Blustein, Shapiro & Rich, LLP and cloned the language of the lawsuit from the adversary right off the word processor. BFK didn’t even seek to hide that fact, as Abraham Backenroth notarized the perjurious Affidavit of Jack Lefkowitz in that proceeding. Once again, they immediately alleged a stay violation against creditor HMM, when we were three hundred miles removed from the property at the time alleged in the notarized and sworn affidavit. We were able to corroborate this with telephone and hotel records. Thus far, the debtor, nor their counsel, BFK have suffered any consequences for their perjury. That case was remanded back to the southern district. However, in the interim, BFK had assisted the debtor in remaining on the property for a fourth summer season, without paying for it. **Rabbi Steinwurzels affidavit** swore that the debtor had no money. Nor did BFK advise them of their fiduciary obligations as a debtor in possession. The debtor demonstrated beyond all doubt that it has unlimited resources for litigation, but none to pay its debt.

On May 5, 2008 **Backenroth, Frankel and Krinsky, LLP** filed an [Objection](#) to approval of the mediated settlement between the trustee and HMM (The Griffins). The very same legal firm that conceived of, and prosecuted this entire fraud, continues unabated with their legal gamesmanship, and what we believe to be their criminal culpability. However, as a consequence of this convoluted objection, and in order to be free to sell our own property, once again HMM was compelled to "carve-out" those very same bargained for rights as were intensely negotiated at a mediation in front of Judge Bernstein. Furthermore, BFK unilaterally sent a notice of its objections to all of the realtors on the trustee's list that was transparent in its attempt to confuse, frustrate and discourage any remaining realtors and potential purchasers as to HMM's ability to convey good and clear title at a closing. The debtor has also actively worked to frustrate creditor HMM (Irene Griffin) efforts to market and sell their property. Real Estate Brokers informed us that Jack Lefkowitz had verbally warned their clients to stay away from the property, while **Rabbi Steinwurzels went so far as to place a notice in Hamodia Magazine.**

Conclusion:

Backenroth, Frankel and Krinsky LLP knowingly and deliberately conspired with the defendants as they conceived of, and perpetrated this entire fraud. They further advised, guided, and supported defendants Jack Lefkowitz, and Abraham Steinwurzle personally, as they perpetuated their breach of fiduciary. **BFK** has a [long history](#) with these Debtor conspirators, and they knew exactly what they were doing and with whom they were doing it as they threw every conceivable legal (and illegal) obstacle in the path of recovery for **HMH (The Griffins)**. By thus conspiring with Lefkowitz and Steinwurzle in their quest to survive nearly four years on the property without paying for it, **BFK** has demonstrated that they are irredeemably "ethically challenged." They are complicit not only in the defendants' breach of fiduciary, but as legal professionals, they actively assisted the debtors in their "scorched earth" campaign against creditor HMH (The Griffins): i.e.: falsification of documents and schedules, frivolous filings, conspiracies, frauds, perjuries, false allegations, etc. As "**officers of the court**" **Backenroth, Frankel and Krinsky LLP** have not only violated the integrity of our courts, but in so doing they have betrayed the trust of the American people, and the basic tenets of a belief system that must remain unassailable and inviolate.

Judiciary Law §487, which provides:

An attorney or counselor who is guilty of any deceit or collusion, or consents to any deceit or collusion with intent to deceive the court or any party is guilty of a misdemeanor, and in addition to the punishment prescribed therefore by the penal law, he forfeits to the party injured treble damages, to be recovered in a civil action.

Yours Sincerely,

X

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Paul Griffin

(Representing Helen-May Holdings, a single member LLC, Irene Griffin being sole member)

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Exhibits

1. Complaint
2. May 18, 2004: Assignment-Signed By Rabbi Steinwurzle and **Kolel Mateh Efraim**-Assignee (**Religious Corp**)
3. June 3, 2004 Occupancy Agreement-Signed By Jack Lefkowitz as President of Assignee: **Kolel Mateh Efraim (Religious Corp)**
4. September 22, 2004-Letter Agreement Signed By Jack Lefkowitz as President of Assignee: **Kolel Mateh Efraim (Religious Corp)**
5. October, 2004: Initial Voluntary Chapter 11 Petition **Non-Existent Corp-No EIN**
6. November, 2004: Second Petition-**Different Corp. EIN of Kolel Mateh Efraim-(Religious Corp)**
7. Notice In Hamodia Magazine by Rabbi Steinwurzle
8. Court Dockets of BFK History with Debtor Jack Lefkowitz
9. Judgment Awarded To HMH-Remains Unpaid