

David C. Holland, Esq.
Law Offices of David Clifford Holland, P.C.
250 West 57th Street - Suite 920
New York, New York 10107
212-935-4500 Phone
212-980-6881 Fax
Co-Counsel for Plaintiffs

Philip T. Simpson, Esq.
Robinson Brog Leinwand Greene Genovese & Gluck PC
875 Third Avenue
New York, New York 10022
212-603-6302 Phone
212-956-2164 Fax
Co-Counsel for Plaintiffs

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
THE TOWN OF MAMAKATING, NEW YORK, and
THE VILLAGE OF BLOOMINGBURG, NEW YORK
Plaintiffs,

No. 15cv2865
(VLB)

v.

SHALOM LAMM, KENNETH NAKDIMEN,
DUANE ROE, MARK BERENTSEN, SULLIVAN
FARMS II, INC., RAYMOND FARMS, LLC.,
BLOOMINGBURG RENTALS, LLC., and
JOHN DOES #1-250.

COMPLAINT

Defendants.
-----X

OVERVIEW OF COMPLAINT AND CAUSES OF ACTION

1. The Town of Mamakating, and the Village of Bloomingburg that is located therein, are bucolic communities nestled in the rural eastern portion of Sullivan County, New York - the gateway to the region known as the old Borscht Belt - a vacation destination in the Catskill Mountains enjoyed for generations by families of every faith, creed, and color.
2. The Town and Village are presently under siege in a hostile takeover spearheaded by a

rackeering enterprise headed by Shalom Lamm and Kenneth Nakdimen. These men have attempted to exert power and influence in a variety of schemes with the sole goal of controlling these municipalities for the benefit of the rackeering enterprise which they head.

3. Lamm and Nakdimen, and the other defendants named herein, have acted through highly sophisticated covert and overt schemes of fraud, bribery, intimidation, voter fraud, and corruptly influencing public officials and governmental institutions - all in violation of state law and the federal Racketeer Influenced and Corrupt Organizations ("R.I.C.O.") Act. *18 U.S.C. §1961 et seq.*
4. The multitude of pattern acts of rackeering committed in furtherance of the enterprise have not only been committed by Defendants Lamm and Nakdimen and their named co-conspirators, but also through several limited liability companies and corporations created to facilitate and further the interests of that rackeering enterprise.
5. Some of the acts of rackeering were also undertaken by more than one hundred unnamed co-conspirators who were persuaded to do Lamm's and Nakdimen's bidding to facilitate the success of the enterprise.
6. These defendants, their commercial entities, and their co-conspirators are associated with the rackeering enterprise and have acted to promote the goals of the rackeering enterprise by defrauding, controlling and seeking to take over the governments of the Town of Mamakating and Village of Bloomingburg.
7. Through their fraud and the corrupt influence exerted by Defendants over key public officials and government institutions, Defendants and their co-conspirators have illegally

obtained zoning changes and approvals for a high density cluster housing development which otherwise would have been prohibited under existing zoning laws. If this hostile takeover is ultimately successful, the racketeering enterprise, Raymond Farms, LLC, will also secure a monopoly over the water and municipal sewer system which will all but eliminate the competitive ability of the Town and Village to attract future development or meaningfully expand tourism in the area, because access to these essential services is expressly under the direct control of the enterprise.

8. By gaining control over the governmental structures of the Town and Village, and a monopoly over water and municipal sewer services, Raymond Farms, LLC, as a racketeering enterprise, will have virtually no opposition, competition, or limits to its intended expansion to bring thousands of residents to overrun the tiny Village of Bloomingburg – a village of just over 400 lawful residents which is committed to preserving its rural character and natural beauty by limited development and strictly enforced zoning.

The Birth Of The Racketeering Enterprise

9. Defendants Lamm and Nakdimen had the corporate entity, Sullivan Farms II, Inc., created by Defendant, Duane Roe, in 2004.
10. Sullivan Farms II, Inc. became the core vehicle of the racketeering enterprise and through which Roe, Lamm and Nakdimen waged a sinister and covert campaign to benefit themselves and the enterprise by ultimately destroying true democratic rule and threatening the institutions of the Town of Mamakating and the Village of Bloomingburg.
11. Through corruption, bribery, election fraud, forged documents, and intimidation, and other

such conduct, Lamm and Nakdimen sought and continue to seek control over the governmental entities to, among other things, alter the zoning laws to facilitate a high-density cluster housing development known as the Villages of Chestnut Ridge (“Chestnut Ridge”).

12. Defendants’ individual and collective contributions to the conspiracy were committed through disguised real estate transactions, corruption of key public officials, acts of harassment and intimidation, voter fraud, importing fellow racketeers to travel in interstate commerce for the purpose of committing voter fraud, bribery, mail fraud, wire fraud, common law fraud, forgery, and theft of the intangible right to honest services required of key government officials.
13. Additionally, Defendants Lamm and Nakdimen, and co-conspirators working at their direction, engaged in a national propaganda campaign to defame the Town and the Village by falsely accusing them of complicity in and indifference to the alleged anti-Semitism of their constituents. Notwithstanding Lamm’s and Nakdimen’s repeated claims that government actions by, *inter alia*, the Sullivan County Board of Elections and the Town of Mamakating Zoning Board of Appeals were motivated by anti-Semitism, two separate state court decisions have found no evidence to support Defendants’ defamatory accusations.
14. Lamm and Nakdimen have also commenced baseless lawsuits in furtherance of their propaganda campaign which not only have the immediate effect of defaming the municipalities and their inhabitants, but also the effect of dissuading potential political candidates who oppose corrupt government, and the enterprise’s cynical use of corruption

- and bribery, from speaking out against Defendants' illegal acts or running for office.
15. As a result of Defendants' reckless disregard for the truth and insidious campaign to bring a community to the brink of bankruptcy by having to defend against Defendants' incessant legal actions, the market values of real estate in Town and Village are plunging. The deleterious effect of depressed real estate values in turn benefits the racketeering enterprise enabling Defendants to purchase even more land at decreasing prices for the empire's future expansion in Mamakating and Bloomingburg.
 16. Not even a raid by dozens of agents of the Federal Bureau of Investigation on Defendant Lamm's properties in Bloomingburg in March, 2014, has stopped the onslaught of his racketeering enterprise.
 17. The F.B.I. is not motivated by anti-Semitism and instead, upon information and belief, it was and is investigating criminal activity engaged in by the enterprise and its perpetrators – the Defendants in this suit.
 18. Similarly it was the desire to curtail bribery and corruption, not anti-Semitism, which motivated the recently-elected administrations of the Village of Bloomingburg and the Town of Mamakating to seek office and, once elected, to govern their respective municipalities.
 19. Although spawned a decade ago, the evidence of Defendants' conspiracy and its open ended pattern of discrete racketeering acts, was not and could not reasonably be discovered until 2012, when the enterprises' Chestnut Ridge project broke ground.
 20. Soon after the first shovel dug in it became evident that the Town and Village had been defrauded by material misrepresentations concerning the project. Further investigation

uncovered that key public officials and institutions had been corrupted by Defendants to serve the ends of the enterprise by secretly approving Defendants' true plans and project.

21. What had been marketed to the Town, the Village, and the citizens of both as a gated golf course community with 125 luxury "weekender" town homes was in reality a 396 unit high density cluster housing project for full time occupation by thousands. As would later be learned, that project was being illegally marketed at extremely preferential prices to members of a discrete group while advertised and marketed to others at many times the price, in violation of the Fair Housing Act.

The Five Phases Of The Racketeering Enterprise's Development

22. Defendants' conspiracy and racketeering enterprise operated on a long term five phase plan to disguise its presence before overtly laying siege to the governmental structures of Bloomingburg and Mamakating.
23. Defendants covertly subverted the democratic process, bribing and corrupting key public officials in order to control the public institutions they governed.
24. By doing so Village government was effectively controlled by Lamm loyalists, so that the restrictions of local zoning and other requirements which impeded the enterprise and mass development would be eliminated.
25. But, by necessity, it was a discrete campaign designed at first to deceive the public into acceptance, then gradually orchestrated to deprive the public of notice and ability to meaningfully participate in the governmental processes that would have otherwise exposed the fraudulent schemes being implemented in small but potent doses so the enterprise could consolidate absolute power and secure the monopoly.

26. The metastatic nature of Defendants' conspiracy and enterprise would not be discovered by the public and honest government officials until it was nearly a *fait accompli* 8 years later.
27. **Phase I** of the conspiracy set up a "shill" and secret "front man" to discretely purchase and stockpile huge tracts of vacant farm land for the benefit of Defendants Lamm and Nakdimen, and the enterprise. That secret front man and shill was Defendant Duane Roe, a multi-generational resident of the Town, former Town Supervisor, former head of the Town Republican committee, local builder, and husband of the Town Judge.¹
28. **Phase II** was for the shill, Roe, to market a bogus development plan to the Town, Village, and citizenry to obtain approval to construct housing on those acquired lands. The lie was an elaborate presentation with an architect and renderings depicting a 125 unit gated luxury second home community, with a golf course and swimming pool that would be available to the local public. The shill, Roe, enticed everyone with the idea of a limited development which would have a low draw on local resources or schools and would offer a significant increase to the tax and economic base of the community.
29. According to the shill, the only thing necessary to bring that plan to fruition was to cause the annexation of the territory upon which the development would be built from the Town of Mamakating to the Village of Bloomingburg (the "Territory"). Through annexation a transfer of jurisdiction over that land upon which the development would be built would occur, from the Town of Mamakating, where there is a rigidly enforced 2-acre rural

¹Upon information and belief, Defendant Roe has engaged in the same such "front man" position for the benefit of Defendants Lamm and Nakdimen with the vehicle of Sullivan Farm III, Inc., with the purchase and eventual development of "Kaufman Farms", another large land tract which is just over the mountain from the Village of Bloomingburg.

zoning regulation, to the Village of Bloomingburg, which had zoning regulations that would permit Roe's 125 unit development plan to be realized. Wholly duped by Roe, the general public and the municipalities enthusiastically endorsed a petition for annexation to allow zoning jurisdiction over the subject territory to be transferred to Bloomingburg to facilitate the development (and, unwittingly, the enterprise).

30. **Phase III** activated the long term strategies and schemes of the racketeering enterprise by bribing, corrupting, and controlling key public officials of the Village of Bloomingburg to have them abandon the approved plan for a luxury golf course community in favor of the enterprise's true objective: the creation of a 396-unit high density cluster housing project. Phase III would also create by contract a monopoly over water and municipal sewer services that would surreptitiously eliminate competition from other builders or Village expansion to the benefit of Defendants and the racketeering enterprise and to the detriment of Bloomingburg and adjacent areas of Mamakating.
31. **Phase IV** was implemented soon after the public realized, upon Defendants breaking ground for Chestnut Ridge, that public officials and governmental institutions had been bribed and corrupted to abandon the much touted luxury golf course second-home community in favor of the 396 unit high density full time housing project. To ensure the enterprise's longevity, having now been outed and its access to officials exposed, Defendants engaged in a direct campaign to complete the siege and overrun Bloomingburg by commandeering the electoral process. They did so through public intimidation as well as brazen campaigns of voter fraud.
32. Defendants thrice subverted the democratic process by importing and transporting co-

conspirators in interstate commerce for the sole purpose of falsely registering and then voting as purported ‘residents’ of Bloomingburg. All of these sham voter registrations were to “stuff the ballot box” in local elections to secure victories for puppet regime candidates who had been hand selected by Lamm and Nakdimen. Through those unlawfully elected candidates, Lamm and Nakdimen would actually create public officials through whom they could directly control government policy rather than continue to engage in the now exposed practice of purchasing the fealty of corrupted public officials.

33. **Phase V** targeted key members of the public who opposed the voter fraud incursions by attacking them in legal proceedings where malicious defamatory statements would be privileged and not subject to claims of libel.
34. False claims in lawsuits became the new propaganda vehicle by which Defendants Lamm and Nakdimen went on the offensive to terrorize and silence opposition, accusing the targets of claims for which Lamm knew he could never be held accountable. By bringing meritless claims, including of anti-Semitic based discrimination, against individuals, organizations, public officials, and governmental institutions, including the Town Board of the Town of Mamakating, Town of Mamakating Supervisor Bill Herrmann (sued personally), the Zoning Board of Appeals of the Town of Mamakating, and the Board of Trustees of the Village of Bloomingburg, as well as the Sullivan County Board of Elections, Defendants intimidate with litigation as a means to stifle their critics and ensure the success of the racketeering enterprise.
35. It is through these five phases of this open ended campaign that the Defendants have associated with the enterprise Raymond Farms, LLC, agreed individually and collectively

to commit, and have committed at least two pattern acts of racketeering to defraud Plaintiffs and the public, corrupt public officials, and influence governmental institutions to further the establishment of Chestnut Ridge and the interests of Raymond Farms, LLC, the racketeering enterprise.

36. Defendants' acts have directly and proximately harmed both the Village and the Town in their business and property interests, including their control over land use and zoning, their ability to solicit future development that comports with their commitment to the rural character and culture of the Town and Village, and their constitutional and statutory authority to determine the manner of growth in their communities.
37. Through this suit the Town of Mamakating and the Village of Bloomingburg seek to retake their government institutions, reestablish the fiduciary duty owed by their officials to their constituents, reclaim zoning jurisdiction over the Territory so that any such development can proceed honestly and in the public interest – rather than Defendants' self-interest, and restore the reputation and commercial viability of Mamakating and Bloomingburg that have been severely damaged, both directly and proximately, by Defendants' fraudulent schemes, false accusations, and racketeering actions.

JURISDICTIONAL STATEMENT

38. The Court has federal question jurisdiction over this matter pursuant to *28 U.S.C. §1331* because claims arise under the laws of the United States, specifically *18 U.S.C. §1961 et. seq.*, (the "Racketeer Influenced and Corrupt Organizations" ("R.I.C.O.)) Act.
39. In addition, the Court has supplemental jurisdiction over the claims advanced herein pursuant to *28 U.S.C. §1367*.

40. Venue is proper under 28 U.S.C. §1391 as all the Defendants allegedly reside in Sullivan County which is within the confines of the Southern District of New York and much of the relevant conduct and acts occurred there.
41. Plaintiffs are each a “person” as defined under 18 U.S.C. §1961(3) and have standing to pursue this action as they each been the proximate and direct victims of the racketeering acts and fraud committed by Defendants in furtherance of the racketeering enterprise.
42. Each municipality also has actual and/or putative legal and zoning jurisdiction over the lands upon which Chestnut Ridge sits (the “Territory”). More specifically:
 - a. the annexation of the Territory has been found flawed and deemed null and void *ab initio*.² Thus, the Town of Mamakating had and asserts it will continue to have jurisdiction over the Territory.
 - b. To the extent that the annexation is ultimately found valid, the Village of Bloomingburg has jurisdiction over the Territory.
 - c. Both plaintiffs have been harmed in that their ability to exercise regulatory jurisdiction over the Territory, which is one of their core functions as governmental units, has been compromised by Defendants’ actions.
 - d. Defendants’ actions of voter fraud have adversely affected the Village’s efforts to dissolve and have adversely impacted the Town’s assumption of jurisdiction over the territory of the dissolved Village.
 - e. Each municipality has been partially or fully deprived of its interest by

² As explained, *infra* at paragraph 125, that finding was reversed by an intermediate state appellate court solely on the basis of statute of limitations, and the Town intends to seek a ruling from New York’s highest court, the Court of Appeals. Without passing on the merits, the Appellate Division stated in dicta that the annexation may have been the result of Defendants “chicanery or worse conduct.”

Defendants' violation of R.I.C.O. ,and the Territory and adjoining communities have been harmed by new zoning regulations which allow high density development that would not have been allowed in the Territory absent Defendants' violations of R.I.C.O. and common law fraud.

43. Both the Town and Village and their officials and residents have been intentionally maligned and defamed by the maliciously false allegations and public relations campaign of Defendants, which has caused the municipalities to experience negative publicity on a national scale, severely harmed their ability to promote tourism, especially significant in light of a large resort/casino being built less than 25 minutes away, and a reduction in overall property values.
44. The Village also has standing in this matter because Defendants have deprived the Village of the intangible right to honest services through the corrupting influences exerted by Defendants over Bloomingburg's public officials and governmental institutions. Not only did Defendants induce key public officials to violate their fiduciary duty to the Village and the electorate, they also induced those same key officials to violate the laws to the detriment of the Town and Village and for the benefit of Defendants and the racketeering enterprise.
45. Last, the Village has been the victim of three organized efforts, and the Town the victim of one of those efforts, by Defendants and other co-conspirators, known and unknown, to control the outcome of the democratic electoral process by attempting to "stuff the ballot box" with the fraudulent votes of ineligible voters enlisted into the conspiracy and the racketeering enterprise.

THE PARTIES

The Plaintiffs

46. The Town of Mamakating, New York (the “Town” or “Mamakating”) is a pre-Civil War Town organized in 1788 and incorporated in 1833 under the laws of the State of New York. It is a rural community of approximately 12,000 full time residents governed by a Town Board and Supervisor who serves as its Executive. It is located in the eastern portion of Sullivan County and falls under the federal jurisdiction of the Southern District of New York. It exercised and is entitled to exercise jurisdiction over the Territory upon which Chestnut Ridge sits.
47. The Village of Bloomingburg (“Bloomingburg” or the “Village”) which is located within the confines of the Town of Mamakating, was also incorporated in 1833 under the laws of the State of New York. A Mayor and two Trustees are elected to govern the population of slightly more than 400 residents. It is presently exercising jurisdiction and zoning over the Territory upon which Chestnut Ridge sits, and will continue to do so in the event the annexation is deemed to be valid.

The Defendants

48. Defendant Shalom Lamm is an experienced real estate developer, resident of West Hempstead, New York, and purported resident of the Village of Bloomingburg who is an owner of Sullivan Farms II, Inc. and Raymond Farms, LLC and who exercises dominion and control over Chestnut Ridge.
49. Defendant Kenneth Nakdimen is a resident of Rockland County in , New York and also a purported resident of the Village of Bloomingburg, an owner of Sullivan Farms II, Inc.

and Raymond Farms, LLC, and partner with Defendant Lamm in the development of Chestnut Ridge and also, with Lamm, exercises dominion and control over the commercial entities identified herein.

50. Defendant Duane Roe is a real estate developer, multi-generational resident of Mamakating, former Town of Mamakating Supervisor, former Mamakating Republican Committee head, and former husband of the Town Judge. Roe who was the original 'paper' owner of Sullivan Farms II, Inc. He secretly partnered with and acted at the direction of Lamm and Nakdimen to act as their confidential front man and shill. It is through Roe that the Town and Village were originally deceived by numerous material misrepresentations into permitting the annexation and construction to take place upon the lands constituting Chestnut Ridge.
51. Defendant Mark Berentsen is the former Mayor of the Village of Bloomingburg, who benefitted in a property exchange with Lamm and then contracted with entities controlled by Lamm and Roe to receive a benefit to the properties he received, by way of a public contract to which the Village of Bloomingburg was a party.
52. Defendant Sullivan Farms II, Inc., is a New York corporation registered with the Secretary of State with a principal address of PO Box 1040, Bloomingburg, New York 12721.
53. Defendant Raymond Farms, LLC is a limited liability company owned by Defendants Lamm and Nakdimen and registered with the New York Secretary of State with a principal address of 7 Carlton Lane, Monsey, New York 10952.
54. Raymond Farms, LLC is the racketeering enterprise alleged herein.
55. Defendant Bloomingburg Rentals, LLC, is a Delaware limited liability company

registered with the New York Secretary of State with an address at Corporation Service Company, 80 State Street, Albany, New York 12207. It is owned by Defendant Lamm, and owns many of the various buildings in which the sham voters claimed to reside, and through which documentation of sham tenancies was created for purposes of illegal voter registration.

THE SIEGE AND ASSAULTS ON MAMAKATING AND BLOOMINGBURG

PHASE I - The Enlistment Of Duane Roe And Formation Of Sullivan Farms II, LLC

56. Upon information and belief, in or around 2003 or 2004, Defendant Lamm, an established builder throughout the United States, and Defendant Nakdimen, Lamm's business partner, sought out cheap undeveloped farm land in a small community for the purposes of constructing a housing development.
57. Upon information and belief, they were seeking those lands for the purpose of solely developing a high density cluster housing project.
58. Defendant Lamm located suitable tracts of land in the Town of Mamakating and adjacent to the Village of Bloomingburg.
59. These large tracts of land were attractive not just because they were cheap, but also because they were easily accessible to Route 17, the "Quickway," which is a highway that runs north and west from Rockland County all the way across the Southern Tier of New York State. The Quickway is easily accessible to travelers coming from New York City via the Tappan Zee Bridge as well as those who prefer the more scenic ride over the George Washington Bridge, through New Jersey on the Palisades Parkway, and connecting to it in Rockland County to continue their travels to Mamakating and

Bloomington, the gateway to the old Borscht Belt.

60. Upon information and belief, Defendants Lamm and Nakdimen strategized that for Phase I of the plan to succeed -- to discretely acquire land on behalf of the enterprise -- they needed an individual “known and respected in the community” whose land purchases would not raise questions. That role was filled by Duane Roe.
61. Given Duane Roe’s background and extremely high level of acceptance in the community, he was perfect for the ruse and to act as the “shill” and front man. Through Roe the enterprise would be able to steadily and discretely acquire land in the years before implementing Phase II of the scheme. As the shill, Roe falsely promoted to the Town and Village the 125 unit luxury town home weekender golf course community and caused the Territory to be annexed for the purposes of freeing those lands from the Town’s restrictive zoning regulations, so that the purported luxury weekender community could be built.
62. Although Duane Roe was the sole shareholder of Sullivan Farms II, Inc. and acted on behalf of the enterprise by beginning to shill for it in early 2006, he officially joined the racketeering enterprise on May 3, 2006. On that date he inked a “Confidential Retention Agreement” with Lamm and Nakdimen. *See*, Exhibit A, Confidential Retention Agreement.
63. Under the terms of that Confidential Retention Agreement, Roe would be called upon to convey Sullivan Farms II, Inc. to Raymond Farms, LLC, the enterprise, at any time after completion of what is referred to herein as Phase I of the conspiracy and operation described in this action. *Id.*
64. The complete list of signatories to that confidential agreement were Defendants Duane

Roe, Sullivan Farms II, Inc., by its sole shareholder and principal, Duane Roe, Bloomingburg Business Center, Inc., a corporate entity in which Roe was President, and Raymond Farms, LLC, the racketeering enterprise, owned by Defendants Lamm and Nakdimen. *Id.*

65. Under the terms of that confidential agreement, Roe, acting in his individual capacity and/or as the representative of Sullivan Farms II, Inc., agreed to “assist the Company [the enterprise Raymond Farms, LLC] to acquire parcels of real property by acquiring said parcels of real property in the name of Representative [Sullivan Farms II, Inc.] or in the name of entities other than the Company and by obtaining certain approvals and permission while at all times keeping in confidence the Company’s participation, and the participation of its principals and employees....” *Id. (Emphasis added)*.
66. That confidential agreement was specific in the lands that the enterprise was targeting and tasking Defendant Roe with the responsibility to acquire, specifically: Raymond Farm, Blejec West property, the Schultz property, the Legerfo property, the Truax/Noxon property, and a land transfer point that would provide access to Winterton Road from the Brookins Parcel. *Id.*
67. It was the scheme of the Defendants, and the enterprise in which they were participating and furthering, that these specific lands be acquired so they may later be consolidated into a single large parcel owned by Raymond Farms, LLC, for development.
68. According to this Confidential Agreement, Raymond Farms, LLC, retained Defendant Roe to acquire those particular lands which were located within the Town of Mamakating or the Village of Bloomingburg. Roe was given authority to make offers directly to the

owners of those parcels to acquire them and he was commissioned to “appear before certain Town and Village boards and agencies in connection with the development and improvement of the Acquired Parcels....” *Id.*

69. However, all such negotiating and appearances before the governing boards “shall be conducted with the advice and approval of the Company” meaning Lamm and Nakdimen, the owners of Raymond Farms, LLC. *Id.*
70. That Defendant Roe was just a secret front man and shill for the enterprise is irrefutable under the terms of that Confidential Retention Agreement.
71. Under that confidential agreement, Raymond Farms, LLC, owned and controlled by Defendants Lamm and Nakdimen, “shall be solely responsible for timely funding of all approved real property acquisitions contemplated by this Agreement and payment of all authorized transactional costs...filing fees, permit fees, surveys, engineering costs, title costs, attorneys’ fees, and other out-of-pocket expenses....” *Id.*
72. Under Section 3.3 of that Confidential Retention Agreement, Sullivan Farms II, Inc., “or Duane Roe will make application and take all necessary steps to cause the Village of Bloomingburg to approve the annexation of the Raymond Farm parcel, as expanded by the Blejec Portion into the Village of Bloomingburg.” *Id.*
73. Under Section 3.4, Sullivan Farms II, Inc., or Defendant Roe “will make application and take all necessary steps to obtain initial and final site plan approval from the Village of Bloomingburg planning board for a residential housing project on Raymond Farm and Blejec Portion parcels of at least 400 units of townhouses with at least 2,000 square feet of living space per townhouse, plus garage and storage space.” *Id.* (emphasis added)

74. Significantly, there was no mention in the confidential agreement of Roe constructing or obtaining approval for a golf course. It would later be discovered that the concept of a golf course was merely an illusory enticement marketed to local government and the citizenry to cultivate their support.
75. Section 3.4 also called for Defendant Roe to “make application and take all necessary steps to obtain approvals from those boards or governmental agencies that have jurisdiction over...the Project, said approvals shall include...all building permits, and all permits and approvals for the construction and use of all sewer and water infrastructure for the Project.” *Id.*
76. It is clear that this confidential agreement was the culmination of many interactions among Roe, Lamm, and Nakdimen which took place prior to its execution. This is evidenced by Section 3.10 which states that: “Prior to the Effective Date the Parties have commenced some of their separate obligations set forth hereunder and conducted certain activities to further the Intended Purposes.” *Id.*
77. Specific time frames were set in that contract for Defendants Roe and Sullivan Farms II, Inc., to complete their appointed tasks. Under Section 3.11, the time allotted to obtain approvals from the various municipal entities was two years from the Effective Date, May 3, 2006, the date of signing. *Id.*
78. Under the terms of the Agreement, Roe was to convey all his interests in his corporation, Bloomingburg Business Center, Inc., and the real property owned by it at 78 Main Street, Bloomingburg, New York to Raymond Farms, LLC, by March 14, 2007. *Id.*
79. Roe’s incentive to enter into the Confidential Retention Agreement with Defendants

Lamm and Nakdimen, the Principals of Raymond Farms, LLC, began with a \$100,000 signing bonus pursuant to Section 5.1. *Id.*

80. As additional incentive, Roe or his corporate alter ego, Sullivan Farms II, Inc., was to be paid a commission of 5% of the purchase price upon the successful closing of each of the properties targeted for acquisition in the agreement. *Id.*
81. The contract makes clear in Section 5.3 that if Roe were successful in the timely acquisition of the targeted properties and secured “Project approval for 464 [sic] or more units of townhouses”, Defendants Lamm and Nakdimen would cause Raymond Farms, LLC, to “convey to [Sullivan Farms II, Inc.] or Duane Roe four (4) approved building lots selected by Company...or the equivalent value in cash of those four lots.” *Id.*
82. As further inducement, under Section 5.4, Duane Roe was promised \$1,400,000.00 upon successful completion of his duties. However, “Notwithstanding the foregoing, in the event that an amount of less than 400 units are approved as required under this Agreement and the Company decides, in its sole discretion, to proceed with the Project, Company will pay to [Sullivan Farms II, Inc.] or Duane Roe, as applicable, the amount of \$250,000.00 as full satisfaction of its obligations under subsections 5.3 and 5.4.” *Id.*
83. Thus, Roe would be entitled to \$1,500,000.00 or their value in cash under the Confidential Retention Agreement for his land acquisitions and obtaining necessary annexation and approvals for 400 units, albeit fraudulently obtained, as more fully set forth below.
84. After Roe had acquired the lands, enticed the Village and the Town to cause an unconstitutional and incomplete annexation of the Territory into the Village, obtained project approvals from the Village through corrupt key Village officials, and upon

information and belief been paid at least an additional \$960,000, Defendant Lamm severed their relationship, refused to pay Roe for his achievements under the terms of that Confidential Retention Agreement contract, and sued Roe for return of the money already paid, which furthered the interests of Defendants Lamm and Nakdimen and the racketeering enterprise.

PHASE II - The Luxury Golf Course Community Lie

85. Well before the Confidential Retention Agreement was signed Lamm, Nakdimen, and Roe were conspiring to enlist the cooperation of local government and public officials to pull off the ruse. On April 6, 2006, almost one month before Roe signed the Confidential Retention Agreement, non-party co-conspirator, Elmo Everett Saunders, then the new Mayor of Bloomingburg, had already announced a special meeting of the Village Board to hear a presentation by Duane Roe about a luxury golf course community development.
86. On May 4, 2006, the day after entering into that Confidential Retention Agreement, Defendant Roe appeared with a golf course architect at a public meeting before the Village Board of Bloomingburg. There, notwithstanding that the day before he signed an agreement to obtain approval for 400 units with no mention of or room for a golf course, he presented professional renderings touting his proposal to build a 125 unit luxury townhouse second home community with a golf course and swimming complex which would be available to the general public.
87. Defendant Roe emphasized at this May 4th meeting that such a limited size luxury community would have a high tax revenue for the Village, but low burden on local resources such as roads and schools because this was to be an upscale second-home

“weekender” community.

88. Roe also highlighted aspects of his development plan where the the townhouses would be in a “seasonal” “gated community” and the golf course would eventually be expanded to 27 holes to be like a “mini-Myrtle Beach” with public access.
89. Further, Roe represented that no house would be built until the golf course had been preliminarily laid out and developed.
90. Defendants Roe, Lamm, and Nakdimen urged annexation of the Territory into the Village because they believed that they could influence, bribe and corrupt key Village officials into doing their bidding for zoning and approvals of the project.
91. As an additional incentive to induce annexation of the Territory for the benefit of the enterprise, Defendant Roe stated that if the Town of Mamakating also ceded to Bloomingburg the acreage under which the Village’s waste water treatment plant was situated, which exclusively serviced only the Village, he would upgrade that system so that it could accommodate the development touted by him in that meeting.
92. On June 27, 2006, Roe, in furthering his fraudulent representations to induce the annexation of the land from Mamakating to Bloomingburg, wrote to the Village Board stating that: “I own and represent Sullivan Farms II” and intend to improve the lands “as a golf course and residential community.” In that correspondence, he also offered to pave roadways and offered to install a sewer plant to serve the project and “current Village needs” as well as install a water system for the project.
93. Roe further promised in that letter to donate \$1,000,000.00 to a grant fund for Village property clean-up within 180 days of issuance of building permits at the development.

94. Material representations made by Roe in the June 27, 2006 letter were patently false and he knew them to be so at the time he uttered them, in that:
95. Roe, and Lamm and Nakdimen, had no intention of building a mere 125 unit upscale second home community with golf course, and indeed Roe was under no obligation under the confidential agreement to obtain any approval to construct a golf course.
96. Instead, Roe was contractually obligated to acquire the targeted lands and obtain approvals for at least 400 units of housing - a development 3 times the size of that which he was causing the Village and Town Boards to falsely consider and act upon when he addressed them to convince them of the annexation; and
97. Roe's representations at the May 4th presentation to the Bloomingburg Village Board were also patently false because he did not reveal that he was obligated, when called upon to do so, to convey Sullivan Farms, II Inc., and all of its assets and land holdings to Raymond Farm, LLC, the racketeering enterprise owned and controlled by Lamm and Nakdimen.
98. Based upon the Confidential Retention Agreement, it is beyond question that the statements made by Defendant Roe to the public and Board of Trustees for the Village of Bloomingburg were patently false as there was never any intent by him or Defendants Lamm, Nakdimen, Sullivan Farms II, Inc., or Raymond Farms, LLC, to develop a golf course or a 125 unit weekender townhouse community, luxury or otherwise.
99. The true intent of Defendants Roe, Lamm, Nakdimen, and Sullivan Farms, II, Inc., was for Roe to pitch an enticing and believable, albeit bogus, development plan to the public and governing bodies that would induce the annexation of the Territory from the Town of Mamakating to the Village of Bloomingburg altering the zoning and building code

jurisdiction over those lands.

100. Thereafter, Roe was to use his governmental contacts to achieve the true purpose of obtaining approvals for a minimum 400 unit high density cluster housing project as required by the Confidential Retention Agreement.
101. Upon information and belief, including the Confidential Retention Agreement, Defendant Roe's fraudulent inducements and influence peddling were made at the request of Defendants Lamm and Nakdimen, and done so with the intention that those actions would exclusively benefit the racketeering enterprise Raymond Farms, LLC, in violation of R.I.C.O.
102. On July 6, 2006, two months after Roe's initial false presentation, Dr. Clifford Teich, then, Deputy Mayor of the Village of Bloomingburg, reported to the Village Board that the Sullivan Farms II project was at the point where a preliminary letter was sent to an ad hoc committee for review.
103. On July 19th, Deputy Mayor Teich reported by letter that the ad hoc committee had met with Defendant Roe on three occasions and were generally in favor of the development set forth in the presentation two months earlier at the May 4th meeting, *i.e.* the 125 unit luxury second home golf course development.
104. On August 3, 2006, the Village Board passed a non-binding resolution in light of that July 19th letter recommending that the annexation issue move forward and noting the necessity for a public hearing to do so.
105. Prior to September 20, 2006, both the Town of Mamakating and the Village of Bloomingburg were presented with an annexation petition that was intended to cause a

change of jurisdiction over the lands acquired by Sullivan Farms II, Inc., and Roe (the “Territory”) thereby altering zoning jurisdiction over the Territory.

106. On September 20, 2006, the Village signed the annexation petition and adopted a resolution to have a joint public hearing with the Town on October 14, 2006 to consider the annexation petition.
107. On October 3, 2006, the Town of Mamakating Town Board adopted a similar resolution to have the joint public hearing about the annexation petition, to be held on November 2nd.
108. On October 5, 2006, the Village Board held a meeting and passed a resolution to ratify joining in the Town of Mamakating’s petition for annexation and to hold a joint public hearing with the Town on November 2, 2006.
109. Also on October 5th, the Village Board passed a resolution to be the co-lead agency under New York State Environmental Quality Review Act (SEQRA) to investigate the impact that Roe’s golf course community would have on the environment. As co-lead agency, the Village would have a control position regarding environmental review of the project.
110. On October 17, 2006, upon information and belief, Roe did deposit a letter in the U.S. mail addressed to the Village Board emphasizing his plans for the “scenic golf course” and residential community.
111. Upon information and belief, Defendant Roe knew that the statements that were contained in the letter he mailed to the Village Board were false and were designed to induce governmental action in reliance upon those misrepresentations which would benefit himself, Defendants Lamm, Nakdimen, Sullivan Farms II, Inc., and Bloomingburg Business Center Inc., as well as further the ends of the enterprise, Raymond Farms, LLC

to construct Chestnut Ridge.

112. The joint public hearing was held by the Town and Village on November 2, 2006. There, Roe repeated his representation that he planned an upscale second home community with golf course.
113. In reliance on Roe's (mis)representations, both the Village and the Town adopted an annexation resolution and annexation order for the purposes of transferring zoning jurisdiction over the Territory to Bloomingburg, thereby facilitating the construction of Defendant Roe's touted golf course community.
114. Both the Village Board and the Town Board understood that a key effect of the annexation would be that the Town would surrender and the Village would acquire land use, zoning, and environmental review jurisdiction over the Territory. In addition, the Village would assume responsibility for necessary municipal services in the annexed Territory.
115. Upon information and belief, Mayor Saunders was financially induced by Defendants to support and promote the goals of the enterprise.
116. More specifically, upon information and belief, Mayor Saunders and his wife Regina Saunders, a member of the Board of the Town of Mamakating, sold their home and hardware store to Defendant Lamm. Their home had been on the market for more than one year and did not receive offers at the asking price of \$274,000 or the store listed at approximately \$299,000.
117. Upon information and belief, Mayor Saunders and Councilwoman Saunders sold their properties to Defendants Lamm and Nakdimen, or a legal entity owned and controlled by them, for far more than their actual market values with the house selling well above the

- asking price in an amount of approximately \$350,000 and the store selling for \$375,000.
118. Upon information and belief, Defendants Lamm and Nakdimen further financially induced Mayor Saunders and Councilwoman Saunders to support the enterprise in that they would have their trailer park, Amberlight, which was located in the Town of Mamakating, annexed along with the other subject properties into the Village and then connected to the water and municipal sewer systems that Defendant Lamm and Nakdimen would later install.
119. Upon information and belief, with the trailer park being able to hook up to the future water and sewer mains, Mayor Saunders and Councilwoman Saunders could greatly increase the number of lots that could be installed on their trailer park lot thereby reaping a tremendous financial gain.
120. Upon information and belief, this financial incentive was one of the material recruitment elements that induced Mayor Saunders to become corrupted and influenced directly and indirectly by Defendants Lamm and Nakdimen to further the interests of their racketeering enterprise in violation of R.I.C.O.
121. Defendant Roe's ruse overtly continued to operate with the performance of tasks promised during his marketing pitch giving the appearance of credibility and the determination to make good on the representations of May 4, 2006. One year later on election day, Roe repaved the Village's Main Street as he promised to do in the his earlier inducement representations to the Board in exchange for approval of the golf course plan and annexation of the Territory. The Village of Bloomingburg sent a letter of appreciation to him. Roe appeared to be the Village's golden boy.

The Failed Annexation Procedure

122. Under New York State law, in order for an annexation of territory to transfer jurisdiction from one municipality to another, a Special Election must be held with ballots cast by electors of the territory subject to the annexation. The majority must approve the ballot measure demonstrating that it was done “on consent of the residents” of the territory. *See* New York State Constitution Article IX, §1(d); General Municipal Law §713(1).
123. No such Special Election was ever held by the Town or Village with regard to the annexation of the Territory, notwithstanding that resolutions were adopted by the Town in 2006 and by the Village in 2006 and again in 2008 purporting to approve the annexation. Rather, lacking an election, the consent of the residents of the annexed area was never obtained.
124. In 2014 Judge Stephan Schick, a Justice of the Supreme Court, Sullivan County, ruled in Rural Community Coalition v. Village of Bloomingburg that the annexation was void *ab initio* for lack of a Special Election.
125. Although Justice Schick’s ruling was recently overturned solely on statute of limitations grounds by an intermediate appellate court (2015 N.Y. Slip Op. 02828), the Town of Mamakating intends to seek review by the New York Court of Appeals, and believes it will prevail. Notably the appellate court did not determine that the annexation was valid, and, in dicta, noted that the annexation may have been the product of “chicanery or worse conduct.”
126. Consequently, Plaintiffs assert that although the Village has been exercising jurisdiction over the Territory pursuant to the improper annexation process, in the event that the

annexation is ultimately deemed invalid, the Territory will revert *ab initio* to the jurisdiction and zoning regulations of the Town of Mamakating.

PHASE III - Mayor Berentsen Is Corrupted To Serve The Enterprise - The SEORA Study

127. In April, 2008, Defendant Mark Berentsen was elected Mayor of Bloomingburg.
128. Significantly, Berentsen did not run for election and did not campaign against incumbent Mayor Saunders. Instead, voters cast ballots designating him as their “write in” candidate who ended up winning by one vote.
129. Upon information and belief, Defendants Roe, Lamm and Nakdimen advocated to have others cast write in ballots in favor of Berentsen.
130. Upon information and belief, Defendant Berentsen agreed that if he became Mayor, in exchange for things of value, he would allow his office to become corrupted and influenced to facilitate the ends of the racketeering enterprise.
131. One of Mayor Berentsen’s first official acts was to name his wife, Susan Berentsen, as Village Clerk of Bloomingburg.
132. As Village Clerk, Susan Berentsen was charged with the duty to maintain the integrity of the Village’s official records and minutes and to publish notices of the Village Board’s public meetings and public hearings. Her duties also included activities such as maintaining records related to and causing the publication of Defendants’ Draft Environmental Impact Statement (DEIS) and Final Environmental Impact Statement (FEIS).
133. At a Village Board meeting on May 7, 2008, Mayor Berentsen announced that the Sullivan Farms II property was annexed “as R-1 with a PUDR overlay” (a planned unit

development – residential).

134. Berentsen stated that Defendant, Sullivan Farms II, Inc., wanted the Village to be the lead agency for SEQRA purposes to examine, evaluate, and determine any environmental considerations that may impact upon Defendant Roe's proposed 125 unit gated townhouse golf course community.
135. On June 12, 2008, the Village Board passed a resolution to act as the lead agency for SEQRA for the Sullivan Farms II project.
136. On July 10, 2008, Mayor Berentsen reported to the Village Board that he unilaterally met with the New York State Department of Environmental Conservation (DEC) with regard to the Village's lead agency status for SEQRA review of the Sullivan Farms II project.
137. Berentsen further reported on that date that he had met with a wetlands engineer who asked to see the site.
138. August 14, 2008, Dr. Teich, Deputy Mayor of the Village, asked about public access to the golf course and swimming pool. Dr. Teich's concern was deflected by Village Attorney, John Kelly, a Berentsen appointee, by stating that the question should be addressed to the Village Planning Board.
139. At that August 14, 2008 meeting, Berentsen advised the Village Board that it was necessary to pass a new resolution for annexation and rezoning because, Mayor Berentsen claimed, it had not been done properly before.
140. A Notice of Hearing was published in the Times-Herald Record on September 6, 2008, the paper of record for the Village, stating that a re-zoning request had been made for the Sullivan Farms II property and a hearing would be held on September 11, 2008.

141. That Notice, which was on unlawfully short notice to the public, contained no indication of the nature of the proposed zoning amendment sought by Sullivan Farms II, Inc.
142. Upon information and belief, Susan Berentsen, in her position as Village Clerk, drafted the content of that uninformative Notice and caused it to be published with unlawfully short notice.
143. On September 11, 2008 Mayor Berentsen informed the Village Board that the first local law approving annexation, known as 3-2006, was not filed in its entirety. The Village Board then passed a new local law, 2-2008, approving the annexation and re-zoning of the Territory, with no public comment.
144. Upon information and belief, Mayor Berentsen caused this purported re-annexation to occur so to assist the Defendants and racketeering enterprise overcome an obstacle to the realization of the goal and construction of Chestnut Ridge.
145. As before, no required Special Election on the annexation was held by the Town or Village and no vote was cast by any resident of the Territory re-annexed.
146. The lack of the Special Election with votes cast by the electors of the Territory to be annexed made any such re-annexation action on September 11, 2008, void *ab initio*.
147. On September 11, 2008, the Village re-zoned some 200 acres of the annexed Territory formerly sitting in the Town of Mamakating, by means of a PUDR (planned unit development) overlay, thereby permitting construction of high density residential units on significantly less than the Town's mandatory 2 acre zoning requirement.
148. Two months later, on November 13, 2008, Mayor Berentsen, in assisting Defendants and the ends of the enterprise, took a vocal position pushing the benefits of the Waste Water

Treatment Plan that Defendant Roe touted in his representations of May 4, 2006.

149. Undisclosed in his championing of the new sewer system was the benefit that Mayor Berentsen would later receive as part of his bribe once that facility was installed.
150. On January 8, 2009, Mayor Berentsen explained the SEQRA procedure to the Village Board that was to be employed in reviewing Roe's golf course development plan.
151. Dr. Teich, as Deputy Mayor, again asked if the public would have access to the golf course and swimming pool facilities and Mr. Kelly, the Village Attorney, again told him it was a matter to take up with the Planning Board, not the Village Board.
152. Later that month, without adequate or informative notice to the public, Roe's subdivision and site plan was filed with the Village Planning Board. That plan called for the creation of 396 high density residential units and infrastructure -- more than triple the number of dwelling units originally touted by Roe on May 4, 2006.
153. Upon information and belief, the golf course was still being represented on the drawn plans. However, in reality, Defendants Roe, Lamm, Nakdimen, Sullivan Farms II, Inc., and Mayor Berentsen had no intention whatsoever of actually having the golf course or swimming pool installed in Chestnut Ridge.
154. On February 12, 2009, with Dr. Teich absent, and at Mayor Berentsen's urging, the Village Board passed a resolution finding that the Draft Environmental Impact Study ("DEIS") was complete, even though the DEIS was not yet submitted to the proper authority.
155. Two weeks later, on February 27, 2009 the DEIS was submitted to the Village Board.
156. The DEIS represented, falsely, that the planned development would have a permanent

population of fewer than 810 persons, and that it would be sold as second homes to wealthier people who would be young, childless professionals or empty-nesters hence having a low number of children impacting the school system. In fact the development was intended and designed by Defendants Lamm and Nakdimen to house a permanent population of over 3,000 people with a substantial burden on local services, traffic, and schools.

The Bribe of Mayor Berentsen

157. Upon information and belief, as late as November, 2008, Defendants Roe, Lamm, Nakdimen, and Sullivan Farms II, Inc., acting in furtherance of their self-interest and the long term interests of the Raymond Farms, LLC's racketeering enterprise, set out to corruptly influence Mayor Berentsen.
158. Upon information and belief, they sought the Mayor to solidify their influence over him, to bribe him so that the Mayor would use his governmental position to influence the administration of Bloomingburg for the benefit of the enterprise and the creation of Chestnut Ridge.
159. On or about March 5, 2009, upon information and belief, Mayor Berentsen was approached by Defendants Lamm and Nakdimen in furtherance of the conspiracy to deprive the Village of Bloomingburg of the intangible right to honest services expected from Berentsen, one of its public officials, as well as that of his wife, Susan, also a public official.
160. Upon information and belief, a bribe was proposed to Mayor Berentsen as follows: the Mayor's father, Morris Berentsen, owned land that was logistically important to

Defendant Lamm's, Nakdimen's, and Roe's long term scheme to have road access to divert traffic around the one traffic light in the Village. The Berentsens also owned two properties that Lamm and Nakdimen wished to acquire for commercial development. And, the road access referred to above (the "Market Street" roadway access) would also direct traffic to the two commercial properties.

161. To obtain the Berentsen properties which they desired, Defendants Roe, Lamm and Nakdimen engaged in negotiations with Mayor Berentsen who would cause his father Morris Berentsen's property to be sold to Sullivan Farms II, Inc. at an above market price.
162. In exchange, Morris Berentsen would be able to purchase 2 contiguous lots of the impending subdivision from Sullivan Farms II at substantially reduced prices, approximately \$72,210.42 total for the two lots.
163. In addition to the bargain price lots he obtained for his father, Mayor Mark Berentsen, in the *quid pro quo* bribery reward, received a lot of his own from Defendants at a well below market price which was contiguous to his father's two lots.
164. Upon information and belief, Morris Berentsen caused one of his new lots to be signed over to his son, Mayor Berentsen, who then owned two lots himself, without valuable consideration exchanged.
165. Each of those three lots conveyed to the Berentsens were guaranteed by Defendants Lamm and Nakdimen to be supplied by the private water and municipal sewer system that were to be installed by Defendants, but only upon receipt of full government approvals for the Chestnut Ridge subdivision.
166. Upon information and belief, the value of the bribe to Mayor Berentsen was not solely that

he and his father would sell property at above-market rates and would acquire property at below-market rates by joining the racketeering enterprise. Rather, those three vacant lots would have the guarantee of water and municipal sewer service, greatly enhancing the value of those properties.

167. Further, Lamm would also construct a new roadway that would provide access to the lots.
168. Upon information and belief, the value of three plots of commercial properties with street frontage which had guaranteed water and sewer provided by and at the expense of Defendants, was in excess of \$1,000,000.00 and still growing, much more than the consideration given by Mayor Berentsen and his father for the three parcels.
169. On March 12, 2009, just a week after being bribed, Mayor Berentsen rescinded the Village Board's previous resolution of February 12, 2009 approving the DEIS, on the claim that he was not comfortable with the plan because the Village engineer had comments and concerns over that earlier plan ratified in the prior resolution.
170. By rescinding that prior resolution, Mayor Berentsen did then cause the Village Board on March 12th to accept the Draft Environmental Impact Study (DEIS) as complete and determined that a public hearing regarding it would not be held.
171. Significantly, the DEIS was approved just two months after it was first submitted to the Village Board. This is an extraordinarily short period of time for environmental approval of any project, much less 396 units of housing on a country road, adjacent to and newly part of a Village with a population of 400. This truncated review wholly deprived the public of any meaningful opportunity to review and comment on the DEIS.
172. Dr. Teich, the Deputy Mayor was concerned about the lack of public hearing with regard

to the DEIS. His concerns were thwarted again by Village Attorney John Kelly, who stated that it was proper not to have a public hearing because there were only a few people at planning board meetings anyhow implying that the opportunity for public participation was not necessary, despite the fact that the high-density housing project would, even at the most conservative estimates, have the unprecedented impact of at least tripling (under the false DEIS) the Village's population.

173. Notably, once the Village Board completed its SEQRA environmental 'review,' the Village Planning Board would be bound by the Village Board's determination and the DEIS would not be subject to public review or comment at the Village Planning Board.
174. In this manner, the DEIS, a key document to be filed with the Village and State concerning the size and character of the development – which nonetheless contained significant misrepresentations as to the development's character – was effectively kept from public scrutiny or comment.
175. By his statements to Village Board member Dr. Teich, the Village Attorney was complicit with the Mayor in seeking to evade public scrutiny of the DEIS in order to advance the approvals of Chestnut Ridge high density housing project and hence the interests of the racketeering enterprise.
176. On March 25, 2009, to further secure the realization of the enterprise's goals, the only official Notice of the DEIS approved by the corrupted Mayor Berentsen and the Village Board was placed in the New York State Department of Environmental Conservation (NYSDEC) Environmental Notice Bulletin by Village Clerk Susan Berentsen.
177. Upon information and belief Susan Berentsen used the U.S. Mails and/or interstate wires

- to cause the DEIS to be published in the NYSDEC Environmental Notice Bulletin.
178. This form of minimal public notice by way of an obscure state bulletin completely unknown to the residents of Mamakating and Bloomingburg, with no public hearing on the DEIS, was a deliberate effort by Defendants Roe, Lamm, and Nakdimen as well as co-conspirator, Mayor Berentsen, and his wife, Susan Berentsen, the Village Clerk, to obscure the true ends of the racketeering enterprise and Villages of Chestnut Ridge housing project while complying with the technical requirement of notice by publication.
179. Upon information and belief, Defendant Susan Berentsen, as a corrupted Village Clerk, caused that solitary notice to be published in the DEC Environmental Notice Bulletin because she knew that it would satisfy the 'publication' requirement and yet have little risk of discovery because that was an obscure State publication which would not be known to or likely discovered by the residents or honest officials of Bloomingburg.
180. With the risk of discovery of the DEIS by members of the public minimized, there was little risk that Defendants' true scheme would come to light in time to effectively oppose it.
181. Defendants also used the interstate wires to cause the DEIS to be published in a website online but never gave public notice that the DEIS was available for scrutiny on-line.
182. On April 12, 2009, less than three weeks later, Mayor Berentsen declared an end to the comment period on the DEIS despite the requirement of a 30-day comment period.
183. On May 14, 2009, Mayor Berentsen announced to the Village Board that the comment period on the DEIS was already closed and all comments, to the extent that any had been received in the truncated review period, had to be forward to the engineer for response.

By doing so, Mayor Berentsen cut off the public's ability to discover, review, comment upon, or mount a legal challenge (pursuant to New York CPLR Article 78) to the DEIS that was only published in the Environment Notice Bulletin.

184. Prior to and after the truncated DEIS review process, Defendants provided the DEIS to the Sullivan County Division of Planning and Environmental Management for review.
185. That review process initiated by Defendants' actions caused the Sullivan County Economic Development Commission to engage in mailings with Defendants confirming the Sullivan County Economic Development Commission's understanding of Defendant's fraudulent representations in the DEIS that:
 - i. the proposed development on the annexed land would be a second home community for wealthier individuals,
 - ii. with a low number of children impacting the school system, and
 - iii. a low population density of 810 individuals in total to inhabit that development.
186. Defendants also provided the DEIS to the New York State Department of Environmental Conservation (DEC) and Department of Transportation (DOT), which, like Sullivan County above, also commented upon the plan under the false belief that the development was to be a wealthy second home community.
187. The preliminary review by the State DEC prior to the early termination of the comment period noted that there were no wetlands mapped out or regulated on the DEC wetlands map.
188. The DEC and DOT, like Sullivan County, each received mailings from Defendants that

contained, or directed them to a website with, the DEIS which contained materially false statements about the size, scope, and character of the Chestnut Ridge development.

189. The DEC and DOT, like Sullivan County, sent responsive mailings through the U.S. mails to Defendants as a result of the fraudulent mailings received by them.
190. Each and every one of those mailings sent to and from those governmental agencies that were predicated upon Defendants' false representations constitute pattern acts of mail fraud in furtherance of the racketeering enterprise sufficient to find a violation of R.I.C.O.
191. Upon information and belief, the Village Board received the Final Environmental Impact Statement ("FEIS") on June 10, 2009.
192. One day later, on June 11, 2009, the Village Board accepted the FEIS. Such quick acceptance is unheard of in SEQRA review of projects of this magnitude.
193. Also on June 11, 2009, the Village Board adopted a resolution to establish a water works corporation. Mayor Berentsen represented to the Village Board that setting up a water works corporation would allow the Village to apply for a water treatment permit, which would be utilized in conjunction with the new sewer system installed on the annexed lands in Bloomingburg as Roe promised on May 4, 2006. Thus Mayor Berentsen continued to push for the Village's approval of whatever was needed for Defendants to construct their development and hence benefit the Mayor.
194. As part of the racketeering enterprise, the Defendants did circumvent the Town of Mamakating and proceeded to obtain a permit from the New York State Department of Health which allowed a water well to be installed upon Village property inside the state mandated 200 foot minimum buffer between the well and the Town park land property

line.

195. The offending well, installed illegally, was seizing upon and precluding the Village's ability to draw off the aquifer in that area which it would later need to consider because there is not enough water for both the Village and Defendants' project.
196. On December 10, 2009, a resident of Bloomingburg asked the Village Board what was happening with "Duane Roe's" golf course community project.
197. Mayor Berentsen, stated that there would be "no golf course" and that the project needed to be reviewed for a possible update to the SEQRA report reviewing the impact the development would have on schools and the activities of children.
198. Upon information and belief, Mayor Berentsen knew that his response was a lie and did not intend to order a review of the SEQRA or FEIS after he announced that there would be no golf course.
199. Two months later when confronted with a similar inquiry by another Bloomingburg resident, Mayor Berentsen responded that the golf course was a bust and would not be installed because of tough economic times.
200. Upon information and belief, through his active participation in the racketeering enterprise, Mayor Berentsen knew at the time that he made that statement that it was false and that Defendants always intended to put in a high density cluster housing project rather than the luxury golf course community touted originally by Roe.
201. In contrast, Defendant Lamm has maintained that the reason for not developing the golf course was that there were wetlands and NYS D.E.C. prevented him from continuing to design that structure.

202. Upon information and belief, Defendant Lamm knew that his explanation was a lie because the DEC review of the DEIS showed there were no mapped wetlands and Lamm has never produced any documents that substantiate his divergent 'wetlands' explanation from the 'tough economic times' claim by Berentsen. Moreover, as an experienced developer, Lamm knew from the beginning that if there were significant wetlands on the property, DEC would not allow a golf course to be built.
203. Despite Mayor Berentsen stating there may be a need to reopen the FEIS, there was no update or amendment to the grossly misleading information contained in the FEIS, and the FEIS was therefore allowed to stand unchanged and still representing that the Chestnut Ridge development would be a second home community of some 810 mostly empty-nesters, with a low impact on traffic and schools.
204. On March 11, 2010, Mayor Berentsen claimed to have had three meetings to work on the development agreement with Defendants for the annexed property including the Waste Water Treatment Plant. The only evidence of those alleged meetings was found in meeting minutes written and recorded by his wife, co-defendant, Susan Berentsen, the Village Clerk, months after these meetings allegedly occurred.
205. On March 11, 2010, Berentsen announced that the development was no longer a golf course community and instead 4 area parks would be created in the development - the size and dimension of which were not mentioned.
206. There was no reported discussion by any members of the public at the Village Board's March 11, 2010 meeting concerning the Sullivan Farms II, Inc. development or the complete abandonment of the development plan originally touted by Roe which was the

basis for the annexation.

207. On May 6, 2010, a “Development Agreement” to construct the water lines and water supply lines to the development and road access for the Berentsen lands was entered into between the Village of Bloomingburg and Defendant Sullivan Farms, II, Inc. and signed by Mayor Berentsen and Nakdimen. *See* Exhibit B.
208. On information and belief, by this time ownership of Sullivan Farms II, Inc. had already been transferred to Raymond Farms, LLC.
209. This Development Agreement, and Defendant Sullivan Farms II, Inc.’s obligations under it, were expressly conditioned upon first obtaining final approval from the Village of Bloomingburg of the master plan for the high density cluster housing for Chestnut Ridge.
210. As an obscure term of this Development Agreement, and incentive to continue his allegiance to further the racketeering enterprise, Mayor Berentsen’s lands, obtained from Defendants Lamm and Nakdimen as part of the bribe payoff, were to receive water, municipal sewer service, and road access, but only if Mayor Berentsen could push through final approval of the project.
211. The Berentsen lands were identified in the Development Agreement only by a tax lot number and not by owner’s name, deliberately obscuring Mayor Berentsen’s substantial personal interest in seeing the project obtain full approval.
212. It was not until May 27, 2010 that the Village Planning Board, which had otherwise met in relative secrecy, held a public hearing on the preliminary site plan and preliminary subdivision plat approval.
213. On June 8 and June 9, 2010, the Village Planning Board, in order to further the interests of

the racketeering enterprise and to curtail public opposition to the subdivision approval process, published notices in the paper of record moving up its regular scheduled meeting by two weeks from June 24th to June 10th, just two days from the date of original notice publication.

214. Upon information and belief, co-conspirator Susan Berentsen, as a corrupted Village Clerk, caused that solitary notice to be published in the paper of record and displayed on the internet.
215. Upon information and belief, Susan Berentsen knew at the time that she placed that public notice moving the meeting up by two weeks, that the true implications of what was to transpire at that future meeting would not be known to or likely discovered by the residents or honest officials of Bloomingburg prior to the meeting.
216. Upon information and belief, Susan Berentsen did so in order to further the interest of her husband and her father-in-law in the properties they had received from Defendants, and to further the interests of the enterprise.
217. There was no other notice or information disseminated to the public informing them that the Planning Board meeting was moved up by two weeks and the new subdivision plan would be unveiled for approval two nights hence.
218. With little or no public notice, just 14 days after receiving the plans, and even though Village Clerk Berentsen had published notice that the June 24, 2010 meeting was to be held on June 10, 2010, on June 24, 2010, the Village Planning Board granted conditional final approval to the site plan and subdivision at a meeting which Village Clerk Berentsen had advertised and rescheduled. .

219. By comparison, the standard time period for review of a site plan and subdivision of this magnitude as a Type I action under the SEQRA (State Environmental Quality Review Act) can take two or more years for proper and adequate review.
220. Upon information and belief, the Village Planning Board's extraordinarily brief and truncated review of the site plan and subdivision was the direct and proximate result of the unlawful influence exerted over it by Defendants in violation of the R.I.C.O. statute.
221. At a Village Board meeting on June 10, 2010, Ron Scott, a former Mayor of Bloomingburg, asked about the Sullivan Farms II project and providing water to the Village from the water supply that Defendant Nakdimen was to be installing.
222. Mayor Berentsen fielded the question and responded that the two wells proposed for the development would not produce enough to water for the development project and also the Village.
223. Berentsen represented that Sullivan Farms II would run a water main to the Village center permitting only a few homes along that route to get water service from those newly installed mains.
224. The Mayor then announced that the Village would have to investigate, design, and install its own well to provide water service to any other homes in the Village.
225. Mayor Berentsen did not disclose that his own properties acquired as a result of his accepting a bribe would also receive municipal water and sewer service under Defendant Nakdimen's plan.
226. Mayor Berentsen did not disclose that a 72-hour DEIS well study conducted on a well privately owned by a citizen located just near the border of the annexed properties

- indicated that there would not be enough water for the development and the Village.
227. Mayor Berentsen did not disclose to the public that a 72 hour well study conducted by Defendants was done by commandeering a private well without that owner's permission.
228. Mayor Berentsen did not disclose that, upon information and belief, efforts were taken by Defendants to buy the silence of the well owner from broadcasting a finding that the water supply would not be sufficient for the needs of the development and the Village.
229. Upon information and belief, Defendants did so as a means of keeping that material fact from becoming publicly known to avoid revelation of doctored well test results that they had submitted in the DEIS and FEIS filed with the County and State.
230. Upon information and belief, had the true well test results been made public, severe limitations would have been imposed on the number of units in the development and the number of inhabitants that could be sustained therein given the limited water supply.
231. Based upon the false test results, preliminary approval to this plan was given by the Village Planning Board on June 10, 2010.
232. As a further benefit to the enterprise and harm to the Village, Defendants Roe, Lamm, and/or Nakdimen induced the Village Board to reduce the fees for permits and filings made by Sullivan Farms II, Inc., and/or Raymond Farms, LLC by 50%.

The Public Becomes Concerned

233. On April 12, 2012, a group of citizens voiced concerns at the Village Board meeting about the status of the development and the process for getting approvals to get the project started to build the expected golf course community.
234. In response, Mayor Berentsen stated, contrary to prior representations, that the housing

project will consist of 396 units. He added that a permit would issue for 3 “dry” model homes to be constructed for marketing purposes.

235. Upon information and belief, Mayor Berentsen’s statement on April 12, 2012 was deceptive in that Mayor Berentsen intended to create the impression that the representations previously made to the public that a 125 unit golf course weekender community would be built on the land were legitimate.
236. Upon information and belief, Mayor Berentsen knew that Defendant Roe was acting as the front man for Lamm and Nakdimen and the enterprise and never intended to build the 125 unit weekender golf course plan originally marketed in 2006, because Berentsen knew Roe from the outset had a contractual target goal and compensation tied into getting approval for a 400 unit development.
237. On May 17, 2012, Dr. Teich, the Deputy Mayor of Bloomingburg questioned what happened to the plan for a gated golf course community that was originally touted by Defendant Roe and supported by all.
238. Mayor Berentsen offered the explanation that the Department of Environmental Conservation (DEC) would not allow the construction of the golf course.
239. Village Attorney Kelly jumped in to divert the conversation and state that the Board had kept the Village’s best interests in mind and at least made sure that the sewer plant would be built.
240. Upon information and belief, the Village Attorney knew or should have known that Mayor Berentsen never intended to see the golf course built because of the corrupt influence exerted over him by the Defendants and the racketeering enterprise depriving the

Bloomington government and citizenry of the intangible right to the Mayor's honest services.

241. There was public uproar at the Village Board meeting of August 9, 2012 when it finally became clear that the public had been deceived by Defendants Roe and Lamm about the true size and character of the development to be built in the annexed Territory.
242. That uproar was also directed at the realization that Defendants had caused the corruption of the governing bodies of the Village of Bloomington.
243. Defendant Lamm was at that August 9th meeting and was to give a presentation about the development to the large number of people who had showed up to learn what was truly happening with the project.
244. Defendant Lamm displayed renderings of the facades of the structures that were to be constructed, giving the appearance of what would be stick built structures.
245. Lamm's renderings lacked any remote correlation to the two prefabricated modular model homes actually installed on the Chestnut Ridge project, only furthering the public's belief that this was a sham.
246. The members of the public were furious when they realized that they had been the victims of a "bait and switch" scheme and the homes promised appeared to be low budget prefabricated housing that were the antithesis of the luxury townhome development represented by Roe in 2006.
247. Given the number of the public now aware of the scam and clamoring to learn the truth about the project, it was decided that there would be a Special Meeting held at a later date and larger venue where Lamm could explain the development.

248. On August 28, 2012 a Special Meeting of the Village Board was held at the Bloomingburg Fire House for Lamm to give the presentation rescheduled from August 9th.
249. Defendant Lamm brought an escort of armed security guards with him into that meeting, upon information and belief for the purpose of intimidating the crowd.
250. In attendance that night was the owner of the property where Defendants' unauthorized well test was conducted. When he attempted to address a question to the Board about the water supply and lack of water capacity to service the needs of the development and the Village, Defendant Lamm grabbed the microphone, berated him, and prevented any constructive dialogue about the fact that there is not enough water for the Village and Lamm's project. Lamm then promptly left the meeting.
251. To limit public input, at the next Village Board meeting on October 11, 2012, Mayor Berentsen silenced the opposition by denying any public comment about concerns or opposition to the gated 125 unit luxury development *cum* 396 unit high density cluster housing project.
252. Upon information and belief, panic set in upon the other public officials of Bloomingburg who feared that the extent of their own participation in the racketeering enterprise corruptly influencing the governmental offices of Bloomingburg for the benefit of Defendants and the enterprise would be exposed.
253. On December 23, 2013 at 7:30 am, an email over the federally regulated wires was sent by Village Clerk Susan Berentsen at the behest of Defendant Mayor Mark Berentsen to the Times Herald Record announcing a Notice of Emergency Meeting to be held at Village Hall on that same day, one hour later.

254. That Emergency Meeting convened at 8:30 am and adjourned 5 minutes later, at 8:35 am. In that 5 minute period the Board Members adopted a resolution presented by the Mayor that the Village indemnify its employees, including Board Members and him, in the event of any litigation.
255. That emergency meeting was covered by a Reporter for Times Herald Record.
256. Upon information and belief, Defendant, Mayor Mark Berentsen, and co-conspirators Russ Wood Jr. as chairman of the Planning Board, and Susan Berentsen, the Village Clerk, were all intended to benefit and be protected by that adopted indemnification resolution.
257. Six months later, on April 30, 2013, despite swirling public outcry and questions, the Village entered into an “escrow agreement” signed by Mayor Berentsen with Defendant Sullivan Farms II, Inc., to facilitate the construction of the project.

Defendants’ Monopoly Over Waste Water Treatment Capacity For The Village

258. At a Village Board meeting on May 6, 2013, an Amendment was made to the Development Agreement, signed by Mayor Berentsen on behalf of the Village. This novation permitted Defendants Lamm, Nakdimen, Sullivan Farms II, Inc., and Raymond Farms, LLC, to commence construction on all residential and other buildings in Chestnut Ridge before satisfying the requirement of constructing the Waste Water Treatment Plant. See, Exhibit C.
259. Defendants Lamm, Nakdimen, Sullivan Farms II, Inc. and Raymond Farms LLC were not obligated under contracts with Mayor Berentsen and the Village to construct the waste water treatment plant and water mains unless and until final approvals had been received

for the construction of the cluster housing units in Chestnut Ridge.

260. The Amended Agreement is also highly significant to the success and longevity of the racketeering enterprise because it created a monopoly for Defendants and the enterprise over the capacity of the Waste Water Treatment Plant.
261. Specifically, the Amendment continued to restrict the Village to its then-present usage of 75,000 gallon/day of effluent discharge.
262. The Amendment reserved and guaranteed Defendants the sole right to the remaining 250,000 gallon/day treatment capacity for the benefit of Defendants and Chestnut Ridge and other properties owned by Defendants.
263. By limiting the Village to its existing daily allotment, the Village has been effectively blocked from expanding its own waste water use, and absent the ability to expand its waste water use, the Village cannot foster tourism growth or commercial development.
264. By reserving all remaining capacity of the waste water plant to Defendants, the Amended Development Agreement granted Sullivan Farms II, Inc., and ultimately Raymond Farms, LLC, a *de facto* monopoly over any and all future development within the Village.
265. Upon information and belief, the prospect for a future developer of having to construct a separate water and waste water treatment system, were such even permitted by the New York State Department of Environmental Conservation, serves as a significant financial disincentive that inhibits future growth in the Village.

The Filing Of The Forged Performance Bond

266. Defendants Lamm and Sullivan Farms II, Inc. were required to post a \$10,000,000.00 performance bond with the Village of Bloomingburg as the insured to ensure the timely

installation and completion of the waste water treatment plant and the project.

267. Rather than complying with the bond requirements, on the last day allowed for posting the bond, Defendant Lamm caused a bond in the amount of \$10,000.00 to be sent by Travelers Insurance in the State of Massachusetts to Susan Berentsen, the Village Clerk of Bloomingburg, who then recorded and filed it so that it became a public record. See, Exhibit D.
268. Upon information and belief, that bond purportedly sent by Travelers was forged.
269. Upon information and belief, Susan Berentsen knew that the bond was phony, and nonetheless caused it to be filed as a public record.
270. Upon information and belief, that bond had issued from a Massachusetts bond underwriter for the purposes of posting it to secure performance on a project on which Lamm was engaged in Connecticut.
271. Upon information and belief, the bond underwriter never issued a bond under the serial number recorded in the purported bond filed in Bloomingburg.
272. Upon information and belief, the underwriter in Massachusetts has never underwritten a performance bond for Defendant Lamm or Sullivan Farms II, Inc., for any construction project of any kind in the Village of Bloomingburg.
273. The tendering of the fraudulent performance bond with the Village Clerk constituted the crime of offering a false instrument for filing under New York State law.

**PHASE V – VOTER FRAUD TO STUFF THE BALLOT BOXES TO ALTER THE
OUTCOME OF ELECTIONS**

The March, 2014 Election – Village of Bloomingburg Board of Trustees

274. After the nature of the bribery of Mayor Berentsen was finally exposed, and the full extent of the corrupt influence exerted by Defendants and their racketeering enterprise over members of the Village Board and Planning Board were ascertained, citizens of Bloomingburg filed a Petition on November 26, 2013 with the New York State Supreme Court, Appellate Division, Third Department, to have Berentsen removed as Mayor.
275. That Petition would later be dismissed as moot since, despite Defendants' efforts at large-scale voter fraud detailed *infra*, Berentsen lost his re-election bid and was no longer in office before the Petition was heard.
276. With the exposure of these corrupted public officials, Defendants lost much of their influence over the Village of Bloomingburg government, calling into question the future of Chestnut Ridge.
277. Defendants' solution was to move from siege of the Village to 'occupation' of it to subvert the democratic process through voter fraud and take direct control of the governmental apparatus to have it serve the ends of the enterprise by having unlimited ability to pass favorable laws and regulations.
278. Upon information and belief, Defendants Lamm and Nakdimen realized that with the exposure of the fraud committed against the Town, Village, and public, and discovery of the corrupting influence exerted over the public officials, the success of their racketeering enterprise was endangered.

279. Upon information and belief, Defendants Lamm and Nakdimen, together with others known and unknown, conspired, confederated, and agreed between and amongst each other, to take whatever steps necessary, legal and illegal, to gain control over the governmental structures of Bloomingburg and Mamakating.³
280. A Village election was scheduled for March 18, 2014 for the Mayoral position as well two Trustee seats.
281. Defendant Lamm signed a nominating petition to re-elect his incumbent cronie, Mark Berentsen, to continue to serve as Mayor of Bloomingburg.
282. To ensure the incumbency of corrupted officials, Defendants Lamm and Nakdimen, and others both known and unknown, conspired and plotted to recruit and import large numbers of individuals from Brooklyn, New Jersey, and elsewhere, who had never resided or even been seen in Bloomingburg, to knowingly file false voter registrations with the Sullivan County Board of Elections to vote in and affect the outcome of Bloomingburg elections to benefit the enterprise.
283. Upon information and belief, those enlisted individuals did utilize the United States Postal Service, or other private or commercial interstate carrier, to send those false registrations to the Sullivan County Board of Elections.
284. Upon information and belief, the Sullivan County Board of Elections, having received the bogus registrations was required to utilize the United States Postal Service or other private or commercial interstate carrier, to send responsive mailings to those registrants.
285. Post-registration challenges were filed by Anita Hoppe, a resident of Bloomingburg, with the Sullivan County Board of Elections contesting eligibility of these new registrants who

³ Village residents are able to vote both in Village and Town elections

had never been seen in the Village before. *See*, Exhibit E, attached, BOE March 25, 2014 Determination of Hoppe Challenges.

286. Ms. Hoppe had a substantial good faith basis for filing her challenges having accumulated detailed affidavits, photographs, and videos of the locations where these registrants purportedly lived which were often absolutely empty, lacking any signs of occupation, and lacking certificates of occupancy to allow for occupation.
287. Separate and apart from Ms. Hoppe's actions, post-registration challenges were also filed by John Kahrs. *See*, Exhibit F, attached, BOE March 25, 2014 Determination of Kahrs Challenges.
288. Separate and apart from those actions, post-registration challenges were also filed by James Cracolici. *See*, Exhibit G, attached, BOE March 25, 2014 Determination of Cracolici Challenges.
289. Upon information and belief, Defendant Lamm directed an individual, Chaim Rosenbaum, to also challenge to the registrations of targeted Bloomingburg registrants with the intent of preventing them from running against his hand-picked candidates and interfering with their right to vote in the March, 2014 election.
290. Rosenbaum attempted to prove his challenges by using the U.S. Postal Service, sending postcards to the physical street address of each targeted registrant. According to the plan, the return of those mailings as undeliverable would prove that there was no one by that name residing in the homes that Lamm's targeted registrants claimed to live.
291. Most if not all of those postcards were returned through the United States Postal Service as undeliverable because very few Village residents receive delivery of the mail at their

homes and instead maintain mail boxes at the local post office.

292. As such, notwithstanding his use of the U.S. mails, Rosenbaum's scheme backfired and his challenges were denied by the Board of Elections *in toto* for lack of credible evidence.
293. Further, the Board of Elections tossed out the Rosenbaum challenges when it was determined that he was ineligible to file challenges or vote because he was found, under New York State Election Law, to not be a resident of Bloomingburg.
294. As direct participation in the scheme to influence the outcome of that March, 2014 election, both Defendants Lamm and Susan Berentsen signed their own challenges to particular voter registrations in efforts to limit the number of votes going to the candidates not directly controlled by Lamm.
295. Litigation was commenced in the New York State Supreme Court, Sullivan County, under the caption, *Frank Gerardi,, et. al., as Candidates for the Public Offices of Mayor, Village Justice, and Village Trustees of the Village of Bloomingburg in the Village Election To Be Held on March 18, 2014, vs. Ann Prusinski and Rodney Gaebel, as Commissioners of the Sullivan County Board of Elections, et al*, ("the Gerardi lawsuit") prior to Election Day in March, 2014, under *Index No. 541/2014*.
296. Defendant Lamm filed his own lawsuit, by Order to Show Cause submitted in Westchester County, not Sullivan County, as a "Citizen Objector Aggrieved" against candidates Frank Gerardi, James A. Cracolici, James E. Johnson, and Katherine A. Roemer who were candidates for office in Bloomingburg.
297. The Lamm litigation was a very expensive lawsuit designed to eliminate from the ballot any and all other candidates that were not aligned with him.

298. The *Gerardi* lawsuit challenged the eligibility of voters believed to have been enlisted by Defendants Lamm and Nakdimen to engage in a concerted effort to stuff the ballot box with illegal votes.
299. Successful challenges to the registrations of Defendant Lamm and his children residing in Israel, as well as Defendant Nakdimen and his children were part of the *Gerardi* litigation.
300. The *Hoppe* lawsuit, commenced by Order To Show Cause, sought to sequester the challenged ballots from being canvassed and counted in the gross vote tally until further direction of the Court.
301. This sequestration was a method to prevent contamination of the entire ballot pool and count, which could jeopardize the legitimacy of the election result.
302. A claim made by Defendants Lamm and Nakdimen, as well as the remaining challenged voters, was that Ms. Hoppe and the Sullivan County Board of Elections were fueled by anti-Semitism.
303. Defendants Lamm and Nakdimen moved to have the assigned judge, Justice Stephan Schick, recuse himself from the *Gerardi* lawsuit on the grounds that his wife had purportedly posted something on social media that Lamm and Nakdimen claimed were anti-Semitic. They argued that any such statements made by Justice Schick's wife were imputable to the judge and hampered his ability to be impartial.
304. The motion was denied and the case continued with Justice Schick presiding.
305. Meanwhile, in the days immediately leading up to that March, 2014 election, citizens in the Village were subjected to menacing and harassment by individuals unknown and unseen previously in the Town or Village.

306. Individuals were questioned and intimidated by armed security guards, on information and belief hired by Defendant Lamm to patrol the Main Street area of the Village.
307. Armed guards told residents that they could not park in various areas of Main Street despite no local ordinances prohibiting public parking and the lack of any actual authority of these armed guards over public streets.
308. Other individuals were followed on main and rural roads by vehicles, on information and belief operated by the henchmen of Defendant Lamm's private security force.
309. One political activist opposed to Lamm awoke in the wee hours of the morning to discover an unknown black SUV vehicle parked in her driveway. The black SUV's engine was running and it immediately sped off when the operator discovered the home owner was trying to read the SUV's license plate.
310. Other individuals report being pulled over without probable cause by a Deputy of the Sullivan County Sheriff's Department (whose wife was a Village employee), who moonlighted as a paid employee of Lamm and became head of his security detail.
311. Upon information and belief, that Deputy was hired by Defendant Lamm to ascertain the identities of community leaders, to monitor their activities, and to intimidate them from taking actions against the enterprise.
312. Intimidation came through unlawful stops and interrogation-like personal encounters, despite a lack of any violation or probable cause.
313. Upon information and belief, this Deputy and others collected and recorded the license plates of vehicles they believed to belong to local opposition leaders who were outspoken critics of Chestnut Ridge.

314. Upon information and belief, a local attorney and a former spouse of Duane Roe's ex-wife, Marcelle Mathews, assisted Defendants and the enterprise by running those license plates through a proprietary databank for the purposes ascertaining the identity of targeted individuals and reporting them to Defendant Lamm and his security thugs for future intimidation.
315. Upon information and belief that attorney made use of the interstate wires to run the license plate numbers through an on-line data base, in furtherance of the Defendants' overall scheme.
316. On March 18, 2014, the day of the Bloomingburg election, a large number of unfamiliar vehicles were observed parked in most of the available parking spots in and around the Village of Bloomingburg making it difficult for eligible voters to park their cars in order to cast their ballots.
317. During the election, persons purporting to act as interpreters for many of the new voters were overheard instructing the new voters how to fill out their ballots.
318. Upon information and belief, those interpreters, who were duly sworn as required by the New York State Election Law, exerted influence in having votes cast by the purported resident voters in favor of Lamm's chosen candidates.
319. Ann Prusinski, a Commissioner of the Sullivan County Board of Elections, later testified that she overheard three or four 'resident' voters who, required to fill out an affidavit of residency, asked the interpreter "what street they lived on, how to spell the street they lived on, how to spell 'Bloomingburg' and what county they were in." Exhibit H at p. 93.
320. The election proceeded, but the results would not be certified until the pre-election, post-

registration challenges were resolved.

321. The Sullivan County Board of Elections, in receipt of the three sets of challenges by Hoppe, Kahrs, and Cracolici, as per its standard procedure, took the following measures:

“All challenged voters were notified of the challenge via certified mail and issued a questionnaire to be completed and returned to the Sullivan County Board of Elections.” *See, Exhibit E, pg. 3; Exhibit F, pg. 1, Exhibit G, pg. 1.*

322. Mailings were sent by the Sullivan County Board of Elections to the following individuals who had been enlisted by Defendants Lamm and Nakdimen and were the subject of at least one of the groups of challenges filed by Hoppe, Kahrs, and/or Cracolici:

The Hoppe Challenges:

Name	Orig. BOE Reg. Date	Questionnaire & Affidavit Returned?	Method Of Delivery To Sullivan County Board Of Elections	Status of Challenge and Reason For Finding
Adler, Yossi	2/17/14	Returned by USPS Undeliverable	3/7/14 - New registration and 'completed' questionnaire hand delivered to BOE by Frank Taylor with apt. # not found on original registration	Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Baird, Harold			3/17/14 - contacted Board of Elections stating he did not live at 84 High Street and would not be voting in upcoming election.	Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency

Berger, David				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Berger, Esther				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Berger, Lazar				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Berger, Miriam				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Berger, Naftuli				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency

Berger, Rut				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Braver, Pinchas	2/17/14	Returned by USPS Undeliverable	3/7/14 - New registration and 'completed' questionnaire hand delivered to BOE by Frank Taylor with apt. # not found on the original registration	Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Erps, Samuel	2/17/14	Returned by USPS Undeliverable	3/7/14 - New registration and 'completed' questionnaire hand delivered to BOE by Frank Taylor with apt. # not found on the original registration	Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Fallowitz, Gitl				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Fallowitz, Joel				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency

Fekete, Moishe	2/17/14	Returned by USPS Undeliverable	3/7/14 - New registration and 'completed' questionnaire hand delivered to BOE by Frank Taylor with apt. # not found on the original registration	Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Fried, David	2/17/14	Returned by USPS Undeliverable	3/7/14 - New registration and 'completed' questionnaire hand delivered to BOE by Frank Taylor with apt. # not found on the original registration	Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Friedman, Chana				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Friedman, David				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Friedman, David				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency

Friedman, Jacob				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Friedman, Judy				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Friedman, Malkie				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Friedman, Moses				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Friedman, Shaindle				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency

Friedman, Yitta				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Friedman, Zalman				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Gluck, Joseph				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Gluck, Mordechai				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Gluck, Sendey				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency

Goldberger, Chaim				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Goldman, Benzion		Questionnaire received on 3/6/14 with boiler plate lease, and unsigned affidavit		Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Goldman, Boruch		Questionnaire received on 3/6/14 with boiler plate lease, and unsigned affidavit		Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Goldman, Devorah		No documents provided		Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Goldstein, Brucha				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency

Goldstein, Joel				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Goldstein, Lipa				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Green, Hershel	2/17/14	Returned by USPS Undeliverable	3/7/14 - New registration and 'completed' questionnaire hand delivered to BOE by Frank Taylor with apt. # not found on the original registration	Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Greenfeld, Abraham				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Greenfeld, Hendel				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency

Greenfeld, Mordechai	2/17/14	Returned by USPS Undeliverable	3/7/14 - New registration 'completed' questionnaire hand delivered to BOE by Frank Taylor with apt. # not found on the original registration	Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Gross, Benjamin	2/17/14	Returned by USPS Undeliverable	3/7/14 - New registration and 'completed' questionnaire hand delivered to BOE by Frank Taylor with apt. # not found on the original registration	Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Grunhut, Cheskel		Questionnaire returned as undeliverable	Questionnaire later returned with unsigned affidavit and documents indicating Brooklyn ties and employment	Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Grunhut, Gittel		Questionnaire returned as undeliverable.	Questionnaire later returned with unsigned affidavit and documents indicating Brooklyn ties	Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Jungreis, David				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency

Karpen, Aron				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Karpen, Berl				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Karpen, Chaim				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Karpen, Chana				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Karpen, Esther				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency

Karpen, Feigy				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Karpen, Pearl				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Karpen, Rachel				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Karpen, Shabsie				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Karpen, Shemay				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency

Karpen, Zev				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Klein, Aron				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Klein, Bashy				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Klein, Bracha				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Klein, Gitty,				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency

Klein, Joel		No documents provided		Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Klein, Manya				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Klein, Moshe				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Klein, Roseh		No documents provided		Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Klein, Shloime	2/17/14	Returned by USPS Undeliverable	3/7/14 - New registration and 'completed' questionnaire hand delivered to BOE by Frank Taylor with apt. # not found on the original registration	Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency

Klein, Shmuel	2/17/14	Returned by USPS Undeliverable	3/7/14 - New registration and 'completed' questionnaire hand delivered to BOE by Frank Taylor with apt. # not found on the original registration	Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Klein, Yitzchok	2/17/14	Returned by USPS Undeliverable	3/7/14 - New registration and 'completed' questionnaire hand delivered to BOE by Frank Taylor with apt. # not found on the original registration	Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Klein, Yosef				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Kohn, Isaac	2/17/14	Returned by USPS Undeliverable	3/7/14 - New registration and 'completed' questionnaire hand delivered to BOE by Frank Taylor with apt. # not found on the original registration	Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Kornbluh, Mendel				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency

Lamm, Peninah			returned questionnaire on 3/3/14. Found to be married and living in Israel. Driver's license tied to Long Island address	Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Lamm, Roberta			Returned on 3/3/14. Found to be full time student in Israel. Driver's license tied to Long Island address.	Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Lamm, Samuel			Returned on 3/3/14. Found to be full time student in NYC and had spends weekends in Bloomingburg. DMV notified of address change.	Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Lamm, Shalom			Returned on 3/3/14. Found to have residence in Long Island and Bloomingburg and claims right to vote from residence of his choosing.	Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Lamm, Tina			Returned on 3/3/14. Found to have resided in Bloomingburg for 2 months and notified DMV of address change.	Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency

Landau, Joseph				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Landau, Mindel				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Landau, Moses				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Landau, Yaakov	2/17/14	Returned by USPS Undeliverable	3/7/14 - New registration and 'completed' questionnaire hand delivered to BOE by Frank Taylor with apt. # not found on the original registration	Duplicate Voter List - re-registered in Rockland County Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency

Lebovitz, Isaac	2/17/14	Returned by USPS Undeliverable	3/7/14 - New registration and 'completed' questionnaire hand delivered to BOE by Frank Taylor with apt. # not found on the original registration	Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Lebowitz, Joel	2/17/14	Returned by USPS Undeliverable	3/7/14 - New registration and 'completed' questionnaire hand delivered to BOE by Frank Taylor with apt. # not found on the original registration	Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Levy, Nathan				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Lichtenstadter, Avraham	2/17/14	Returned by USPS Undeliverable	3/7/14 - New registration and 'completed' questionnaire hand delivered to BOE by Frank Taylor with apt. # not found on the original registration	Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Masri, Baruch				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency

Mermelstein, Esther				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Mermelstein, Joseph				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Mermelstein, Usher				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Moskowitz, Isaac				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Nakdimen, Kenneth				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency

Nakdimen, Mordechai				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Nakdimen, Shelly				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Nakdimen, Shevi				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Nakdimen, Shlomo				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency
Neiman, Malka				Registrant filed lawsuit and intentionally failed to appear pursuant to subpoena to testify and offer proof of residency