SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

AMERICAN FRIENDS OF LUBAVITCH (CHABAD), *et al.* Plaintiffs, v. YEHUDA STEINER, *et al.* Defendants.	CASE NO. 14-0006353 Judge Neal E. Kravitz

SUPPLEMENTAL DECLARATION OF RABBI LEVI SHEMTOV

I, Levi Shemtov, if called to testify would do so as follows:

1. I have previously worked extensively with college students, spending over 25 years setting up Chabad (Lubavitch) activities with thousands of students on a local, national, and international level.

2. College campuses are unique locations for Chabad (Lubavitch) operations. The rabbi must relate to the youthful population, becoming a religious leader in an accessible and friendly manner. They must also ensure the comfort and safety of students within a robust program and maintain responsibility, reflecting well upon the organization.

3. In my experience, the vast majority of participants usually will not walk more than two miles for Chabad (Lubavitch) activities on a regular basis, especially on the Sabbath and holidays. In contrast, participants will usually walk up to one mile or more for activities.

4. Attached hereto as Exhibit 1 is a true and correct copy of the June 15, 2011 Psak Din ruling. The ruling was issued in Hebrew, and a true and correct certified translation into English is also attached.

5. After the Psak Din ruling was issued, I committed to re-employ Defendants and terminate them only in the case of a breach of one of the specific Psak Din provisions (which mirror Contract § G) or by obtaining a Beth Din award, though a contract was not signed until August 6, 2012.

6. The termination provisions, including the "non-compete clause," were fully and mutually agreed to by Defendants, and amended by me to satisfy several of their concerns. Every word was reviewed multiple times, and I repeatedly was flexible to accommodate Defendants' needs. The non-compete clause was specifically agreed to by Defendants in return for many concessions I made to them so that I would not suffer any harm or discomfort in the event our relationship did not work out.

7. Whatever could not be resolved between us during the negotiation of the Contract was brought to a mediator who helped us resolve the issue before we finally executed the Contract.

8. Defendants had incurred significant personal debts when they attempted to continue operations during our first dispute before a new contract was agreed to and signed, as stipulated by the Psak Din. At the strong suggestion of the mediator, to help the Defendants get back on their feet after we eventually signed the contract, Plaintiffs helped significantly defray some of Defendants' debts. Plaintiffs also authorized fundraising for the remainder of the debts. August 6, 2012 Contract Addendum § I.

9. I have been contacted by donors who have stated that they are confused as to why Rabbi Steiner is also soliciting donations from the donor for the same purpose.

10. Attached hereto as Exhibit 2 are true and correct copies of Facebook screenshots from Defendants' "Chabad Gw" account advertising programs.

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on December 9, 2014

Rabbi Levi Shemtov