

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

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CONGREGATION CHAIM ALBERT,**Index No.:****Plaintiff,****COMPLAINT****-against-****ONE BROOKLYN HEALTH SYSTEM,
INC,****Defendant.**

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Plaintiff, by its attorneys, Heller, Horowitz & Feit, P.C., as and for its Complaint against the above-named Defendant, alleges as follows:

Parties and Summary of Action

1. Plaintiff Congregation Chaim Albert (“the Shul”) is a religious corporation organized under the laws of the State of New York. Pursuant to Section 4 of the Religious Corporation Law and other applicable law, the Shul has succeeded to any and all rights or claims with respect to property owned by the Shul or to which the Shul was entitled, or for which it has become entitled by virtue of acts occurring, during the period that it existed as an unincorporated association. The Shul is the successor in interest to the unincorporated association that was known as “the Chaim Albert Shul”, “the Chaim Albert Synagogue” or “Congregation Chaim Albert.”

References in this Complaint to “the Shul” will, when the context indicates, be to the Shul as it existed as an unincorporated association.

2. The Shul has, for approximately eight decades, operated as an Orthodox Jewish congregation in a dedicated building (“the Shul Building”) on the premises of Kingsbrook Jewish Medical Center (“Kingsbrook” or “the Hospital”), serving both members of the Kingsbrook community (patients, physicians, nurses, visitors and other workers at the Hospital) and, far more significantly, members of the surrounding neighborhood. A photograph of the Shul Building, which was constructed for the express purpose of housing the Shul, is annexed hereto as Exhibit A and is incorporated by reference herein.

3. When the Shul Building was last opened (right before the Pandemic), its services were sometimes attended by more than three hundred worshipers, and a minyan (attracting forty to fifty people on a regular basis) was held every Shabbat and Jewish Holiday. At the present time, there are approximately sixty to seventy persons who consider themselves members of the Shul who are currently worshipping at alternative locations, but would, upon information and belief, readily return to services at the Shul Building if permitted to do so.

4. Defendant One Brooklyn Health System, Inc. is the successor in interest to Kingsbrook and is the current record owner of the property located at East 49th Street and Rutland Road, Brooklyn, New York (“the Kingsbrook Property”) on which the Shul Building is located. A map of the Kingsbrook Property showing the Shul

Building is annexed hereto as Exhibit B and is incorporated by reference herein. As the successor in interest of Kingsbrook, Defendant is responsible for and bound by and subject to the prior acts and representations of Kingsbrook, including its acts and representations with respect to the Shul Building.

5. The Shul brings this Action to impose a constructive and a charitable trust upon the Shul Building for the benefit of the Shul and/or its members. As will be alleged in further detail below, notwithstanding promises and assurances made by Kingsbrook over the decades—reaffirmed on its behalf by New York State as recently as 2019—Kingsbrook and New York State have announced their intention to sell the Kingsbrook Property to a developer for construction of residential apartments *without making any provisions for the continued ownership, use and occupancy of the Shul Building by the Shul*, thereby repudiating the parties’ decades-long understanding that the Shul’s operations would continue in the Shul Building and that the Shul Building would be exclusively dedicated to the functions of the Shul and operated for the exclusive benefit of the Shul.

6. The Shul Building was a community facility designed, constructed and maintained by Kingsbrook for the Shul and its members, as well as the broader local Jewish community, and was dedicated to serving their needs. Kingsbrook, for more than eight decades, recognized this reality, and it is frankly shocking that Kingsbrook has now taken the position that the Shul Building is simply another “real estate asset” that can be monetized for Defendant’s benefit and in order to generate cash proceeds to

satisfy its existing obligations to creditors. Indeed, that is essentially what Kingsbrook told representatives of the Shul in May 2024-- that the rights of the Shul to the Shul Building must be jettisoned because a sale of the Kingsbrook Property to a developer would be “much more attractive” *without* the Shul in occupancy.

7. This case thus presents a classic situation for the imposition of a constructive and charitable trust upon the Shul Property for the benefit of the Shul and/or its members. Simply put, Defendant should not be permitted to repudiate an eight-decade long understanding that Kingsbrook’s “title” to the Shul Property would be subordinated to the Shul’s right to occupy and benefit from the Shul Property—and thereby to wash away almost a century of Jewish religious life at the Kingsbrook Property. This is especially the case because the sale and development of the remainder of the Kingsbrook Property can be readily accomplished with the Shul Property remaining intact and operated for the benefit of the Shul, its members and the community at large. All it would take is a bit of good will on the part of Kingsbrook.

8. By virtue of Kingsbrook’s repudiation of its promises, the Shul is now in danger of being turned out in the cold after almost a century of service (first in a different space at the Hospital and, since 1950, in the Shul Building). This is, of course, directly contrary to the wishes of the founders of the Hospital and their successors, who could not have made clearer their intention that the Shul Building would always remain the home of the Shul (whatever might happen to the rest of the Kingsbrook Property). Under these circumstances, and pursuant to the so-called “quasi

cy pres doctrine”, this Court should declare that, separate and apart from the constructive and charitable trust doctrines, the unique and specific right of the Shul to the Shul Building trumps any more general authority of the Defendant to generate cash proceeds from the sale of the Shul Building to pay off its creditors.

9. Indeed, with the benefit of hindsight it is clear that Kingsbrook, as part of its plan to undercut the Shul’s ownership and occupancy rights, has deliberately taken advantage of the termination of services in the Shul Building in 2020 due to the restrictions imposed upon public gatherings by the Covid Epidemic. Thus, throughout the Pandemic, the Shul received assurances from the highest officials of Kingsbrook that the Shul would be permitted to return to the Shul Building as soon as Covid conditions permitted, telling the Shul, in words or substance, “it is not about if, but when” a return would happen, and that the goal is “to get you back as soon as possible.”

10. The Shul was therefore taken aback when Kingsbrook continued to block the Shul’s access to the Shul Building even though the Covid Emergency terminated in 2022, while at the same time continuing to represent to the Shul that Kingsbrook would ensure that such return would happen at the appropriate time. It was not until a meeting in 2024 that Kingsbrook’s officials confirmed that the Shul would *never* be permitted to resume services in the Shul Building.

11. The upshot is that by manipulating the Pandemic restrictions, Kingsbrook has attempted to create facts on the ground (an empty Shul Building) in order to clear

the way for the sale of the remainder of the Kingsbrook Property (in its entirety and including the Shul Building) to a developer. Simply put, Kingsbrook concluded (apparently from Day 1) that it might be easier (from a public relations if not a legal perspective) to negate the Shul's rights to an empty building, rather to one that was actively being used for religious purposes. This Court should not reward such a cynical strategy.

The Creation of the Shul

12. Kingsbrook was founded by Jews living in New York City in the late 1920's in response to reports of anti-Semitism which existed in existing hospitals in Brooklyn—particularly discrimination against “special needs” Jews. The motivation to serve the Jewish community was hard wired into the founding. Members of the Jewish community purchased the lots on which the Kingsbrook buildings were constructed, and the Hospital's operations incorporated, as an essential part of its mission, a number of Jewish religious practices, including a kosher kitchen. The original name of Kingsbrook was “the Jewish Sanitarium for Incurables” and contributions from members of the Jewish community were used for the operation of the facility.

13. From the very inception of Kingsbrook, a synagogue was conceived of as an integral part of the Hospital. Indeed, High Holiday services were held in the synagogue that was housed in the Max Blumberg Pavilion on the Kingsbrook Property in September 1928, shortly after the Hospital opened (“the Blumberg Location”). According to an article in the September 23, 1928 *Brooklyn Daily Times*, “the

synagogue is designed as part of the hospital for prayer and meditation...A number of civic and philanthropic organizations have already signified their intention of affiliating with the synagogue.”

14. In the succeeding decades, members of the Jewish community attended and financially supported the synagogue.

The Shul Building and the Functioning of the Shul in the Shul Building from 1950 to 2020

15. In 1950, the Blumberg Location was demolished to make way for additional x-ray rooms. A separate building was constructed and was dedicated for the Shul, which comprises the current Shul Building and which was named “Congregation Joseph Chaim Albert” in honor of the father of the then-president of Kingsbrook, Isaac Albert.

16. The Shul and the Shul Building became a respected and prominent part of the Jewish Community of the area; services were held on a daily basis and on Shabbat and Jewish Holidays. As the photograph of the Shul Building (Ex. A) indicates, the Shul Building was a classic 1950’s style synagogue, with marble floors and stained-glass windows.

17. As with the prior building, members of the Jewish Community provided substantial financial support to the Shul and the Shul Building, which operated as a separate entity, even though it was part of the Kingsbrook Property and the record

owner of the entire Kingsbrook Property was Kingsbrook. Indeed, the Shul Building was referred to by Kingsbrook as “the Joseph Chaim Albert Temple.”

18. The Shul Building contained stained glass windows and more than seven thousand memorial name plaques. The stained-glass windows and plaques were funded by members of the Shul, as was a substantial portion of the operating costs of the Shul, including the purchase of prayer books, shelving and a Holy Ark.

19. At all relevant times, the Shul has solicited and accepted dues from members and has, during much of that period, sold high holiday seats; and has also solicited and accepted other donations for the upkeep of the Shul Building. Until approximately 2005, all of these contributions were delivered by the Shul to a separate account maintained by Kingsbrook and used for the upkeep of the Shul Building. After 2005, the contributions were collected and disbursed by the officers of the Shul.

20. In or about 2015, the roof of the Shul Building was repaired and the interior of the Shul Building repainted, at a cost of approximately \$14,000. All of the funds for this renovation/repair work came from the members of the Shul—half was from the separate account maintained by Kingsbrook, and half was contributed directly by members of the Shul.

21. In the period immediately preceding the suspension of services in the Shul Building because of Covid in early 2020, the Shul regularly attracted forty worshipers every Shabbat. On some special occasions during the year, the Shul had approximately

three hundred worshipers. In short, it was a thriving Orthodox Jewish place of worship.

The Closure of Kingsbrook and the Marketing of the Kingsbrook Property

22. In the early twenty-first century, Kingsbrook's finances deteriorated significantly and, under the direction and supervision of the New York State Department of Health, Kingsbrook merged with two other hospitals facing financial problems (Brookdale Hospital and Interfaith Hospital) to form One Brooklyn Health, a not-for-profit corporation organized under Article 28 of the Public Health Law.

23. In or about 2019, Kingsbrook, once again at the direction and supervision of New York State, elected to partially close as a hospital and, again under the direction and supervision of New York State, entertained offers from real estate developers for the sale of the Kingsbrook Property. The hospital was closed in its entirety in or about 2023.

The 2019 Assurance and the Current Marking of the Kingsbrook Property

24. In a January 2, 2019 written representation prepared by New York State Homes and Community Renewal to provide information to the public about the proposed redevelopment of the Kingsbrook Property, New York State represented on behalf of Kingsbrook (in Item 20) that "the Synagogue is not part of the redevelopment of Sites on the Kingsbrook Jewish Medical Center, *and the Synagogue Building will be preserved.*" (emphasis supplied) ("the 2019 Assurance"). A copy of the 2019 Assurance is annexed hereto as Exhibit C and is incorporated by reference herein.

25. In December 2023, the northern portion of the Kingsbrook Property (not including the Shul Building) was sold to Monadnock Development for the purpose of constructing residential apartments.

26. Upon information and belief, Defendant is currently, in conjunction with New York State, entertaining offers and bids for the sale and development of the remainder of the Kingsbrook Property, which includes the Shul Building. Despite a number of requests, Defendant has declined to confirm that the development of the remainder of the Kingsbrook Property will ensure that the Shul Building remain as an asset of the Shul so as to serve the Jewish community; and that the Shul Building will be excluded from any sale of the remainder of the Kingsbrook Property to a developer. To the contrary, based upon conversations with Kingsbrook, it is the Shul's understanding that there is a distinct possibility that Kingsbrook intends to sell the remainder of the Kingsbrook Property including the Shul Building and without conditioning such sale upon the continued use of the Shul Building by the Shul.

Kingsbrook's Exclusion of the Shul from the Shul Building and Its Failure to Permit the Shul to Return After Covid

27. As noted above, religious services have been held in the Shul Building since 1950. As a result of the onset of the Covid Emergency in 2020, Kingsbrook suspended access to the Shul Building, in accord with the State's restrictions on public assembly.

28. In a number of meetings and other conversations with representatives of the Shul, the highest officials of Kingsbrook assured the Shul that, public health considerations permitting, the Shul would be permitted to return to the Shul Building for the purpose of holding religious services.

29. The restrictions on public assembly terminated in or about 2022. However, although there was no longer a legal or other impediment to the resumption of religious services in the Shul Building, Kingsbrook refused to permit the members of the Shul access to the Shul Building and has, at all relevant times thereafter, continued to refuse access to the Shul Building to the members of the Shul and other persons who wish to worship there.

30. During this extended period of exclusion and closure, Kingsbrook has, upon information and belief, permitted the Shul Building to deteriorate and has also permitted a number of holy objects in the Shul Building to fall into disrepair. Somewhat ironically (and conveniently), Kingsbrook has recently informed the Shul that it cannot resume services in the Shul Building because of that alleged deterioration.

31. Throughout the decades, it was the understanding of the parties (Kingsbrook and the Shul) that the Shul Building would remain exclusively dedicated to the holding of religious services by the Shul; and that, even though title to the entire Kingsbrook Property was in the name of Kingsbrook, the Shul Building would belong

to and be the property of the Shul and would at all times be operated for the benefit of the Shul's members and other persons who wish to worship there.

32. The Shul and its members have reasonably and in good faith relied upon such understanding in, *inter alia*, making donations to the Shul.

**AS AND FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANT
(IMPOSITION OF A CONSTRUCTIVE TRUST ON THE SHUL
PROPERTY)**

33. Plaintiff incorporates by reference paragraphs 1 through 32 of this Complaint.

34. A confidential or fiduciary relationship existed between the Shul and Kingsbrook. Among other things, the Shul relied upon the good faith and good intentions of Kingsbrook to the effect that, even though title to the Shul Building was in the name of Kingsbrook (and later Defendant), the Shul Building would at all times remain for the benefit of the Shul, its members and the broader Community and would not be sold to a third party.

35. At various times Kingsbrook, by its words and/or actions, assured the Shul that the Shul would continue to enjoy exclusive use of the Shul Property and that the Shul Building would not be used for any other purpose and would not be transferred or sold to a third party.

36. In reliance upon these assurances, which continued and were reaffirmed over many decades, the members of the Shul contributed funds for the upkeep of the Shul Building and the operation of the Shul in the Shul Building and did not take steps

to try to locate an alternative location for the Shul. These assurances were only repudiated after the Covid Pandemic, as alleged above.

37. It would be unjust and inequitable to permit Kingsbrook or its successor to repudiate its promises and assurances and to sell the Shul Building to a third party.

38. As a result, the Shul is entitled to the imposition of a constructive trust upon the Shul Building.

39. Plaintiff has no adequate remedy at law.

**AS AND FOR A SECOND CAUSE OF ACTION AGAINST EFENDANT
(IMPOSITION OF A CHARITABLE TRUST ON THE SHUL PROPERTY)**

40. Plaintiff incorporates by reference paragraphs 1 through 39 of this Complaint.

41. It was the intention of Kingsbrook and its founders, as evidenced by Kingsbrook's words and conduct over approximately eight decades, to place the title to the Shul Building in trust for the benefit of the Shul's membership and other persons who wish to worship there, with the Shul as Trustee.

42. This intention was confirmed by the 2019 Assurance and such intention was repudiated and violated, as alleged above, only after the Covid Pandemic.

43. As a result, a charitable trust with respect to the Shul Building was created which vests title to the Shul Building in the name of the Shul for the benefit of its members and other persons who wish to worship there, and which cannot be repudiated by Defendant.

44. Plaintiff has no adequate remedy at law.

**AS AND FOR A THIRD CAUSE OF ACTION AGAINST DEFENDANT
(COMMON LAW FRAUD RESULTING IN ESTOPPEL)**

45. Plaintiff incorporates by reference paragraphs 1 through 44 of this Complaint.

46. Plaintiff reasonably relied upon the representations and assurances of Kingsbrook, as well as the 2019 Assurance.

47. By virtue of such representations and assurances and the 2019 Assurance, which representations and assurances were only repudiated after the Covid Pandemic, Defendant is estopped from taking any action that would preclude the Shul from continuing to use the Shul Building as a place of worship, including any sale of the Shul Building to a third party.

48. Plaintiff has no adequate remedy at law.

**AS AND FOR A FOURTH CAUSE OF ACTION AGAINST DEFENDANT
(TRANSFER OF SHUL PROPERTY TO SHUL UNDER QUASI CY PRES
DOCTRINE)**

49. Plaintiff incorporates by reference paragraphs 1 through 48 of this Complaint.

50. It was the intention of the founders of Kingsbrook, as well as Kingsbrook itself, that the Shul Building would at all times be operated for the benefit of the Shul and would not be “just another asset” of Kingsbrook.

51. At all relevant times from 1950 through 2020, the Shul Building was in fact operated and recognized by Kingsbrook to be an autonomous and “stand alone” parcel of real estate, exclusively dedicated to the holding of Jewish religious services and separate and apart from the overall operations of Kingsbrook as a hospital.

52. Under these circumstances, the Shul Building, while titled in the name of Kingsbrook, was effectively held for the benefit of the Shul and cannot be sold by Defendant for the purpose of generating funds to satisfy the obligations owed to the general creditors of Kingsbrook.

53. Upon information and belief, it is the intention of Defendant to sell the remainder of the Kingsbrook Property, including the Shul Building, to a developer for the purpose of generating funds to pay Defendant’s creditors. Were such a sale to occur, it would completely violate the intent and purpose for which the Shul Building was funded, built and operated for seven decades.

54. Under these circumstances, the quasi cy pres doctrine mandates that, in the event of a sale of the remainder of the Kingsbrook Property, the Shul Property shall be transferred to the Shul, which is relief essential to effectuate the overall intent and course of conduct of the parties.

WHEREFORE, Plaintiff demands judgment as follows:

a. On its First Cause of Action, an Order imposing for the benefit of Plaintiff a constructive trust on the Shul Property;

b. On its Second Cause of Action, an Order imposing for the benefit of Plaintiff a charitable trust on the Shul Property;

c. On its Third Cause of Action, an Order declaring that Defendant is estopped from contesting Plaintiff's right to continued occupancy and/or ownership of the Shul Property;

d. On its Fourth Cause of Action, an Order declaring that the Shul Property must be transferred to the Shul under the quasi cy pres doctrine; and

e. For such other and further relief as to the Court may seem just and proper.

Dated: New York, New York
June 13, 2025

HELLER, HOROWITZ & FEIT, P.C.

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