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9  
10  
11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 ORIT ARFA, an individual,  
14 Plaintiff,

15 vs.

16 ZIONIST ORGANIZATION OF  
17 AMERICA, a New York  
18 corporation; MORTON KLEIN,  
19 an individual; and DOES 1  
20 through 20, inclusive,

21 Defendants.

CASE NO. CV13-2942 ABC (SSx)

**THIRD AMENDED COMPLAINT**

**DEMAND FOR JURY TRIAL**

22 COMES NOW Plaintiff ORIT ARFA ("ARFA" or "Plaintiff"), and alleges  
23 causes of action against Defendants and DOES 1-20, and each of them, as follows:

24 **JURISDICTION AND VENUE**

25 1. This action arises out of Plaintiff ARFA's employment by Defendants  
26 as the Executive Director of the Western Region of the ZIONIST ORGANIZATION  
27 OF AMERICA, located at the time at 6505 Wilshire Boulevard, Los Angeles,  
28 California. She was hired and eventually fired within this judicial district.

Arfa 191.



1 and/or individuals who participated in the acts alleged in more particular detail  
2 hereinafter.

3  
4 8. The names and capacities of the DOES 1-20, and each of them, are  
5 unknown to Plaintiff who is ignorant of their true identities. Additionally, the  
6 specific acts giving rise to the causes of action alleged against said DOE defendants  
7 are unknown to Plaintiff, who therefore sues them by such fictitious names. This  
8 Complaint will be amended to show the true names and capacities of the DOE  
9 defendants, and each of them, when ascertained.

10  
11 9. Plaintiff is informed and believes, and on that basis alleges, that at all  
12 times mentioned herein, the Defendants and DOES 1-20, and each of them, were the  
13 agents, servants employees, subsidiaries, and representatives of each remaining  
14 Defendant, and in doing the things alleged in this Complaint were acting within the  
15 course, scope, purpose and authority of that agency, representation and employment.  
16 Therefore, Plaintiff invokes the doctrines of agency liability, *respondeat superior*  
17 and vicarious liability. Plaintiff alleges on information and belief that the  
18 Defendants acted together in concert to cause damages to Plaintiff, and each  
19 committed all or part of the below-described acts which caused harm to Plaintiff and  
20 each aided and abetted other Defendants in the commission of those acts.

21  
22 **FACTUAL BACKGROUND**

23 10. On or about September 15, 2011, Plaintiff ARFA accepted an offer of  
24 employment from Defendant ZOA to serve as ZOA's Western Region Executive  
25 Director, and began her position on or about October 24, 2011.

26  
27 11. ARFA served in this position for approximately one year, performing  
28 her responsibilities admirably and garnering praise for her dedication, passion,

1 energy, professionalism, organizational skills and results from ZOA leadership,  
2 major donors and members of the community with whom she worked.

3  
4 12. On or about February 22, 2012, ZOA was informed by the IRS that its  
5 not-for-profit (and, by extension, its tax exempt) status had been revoked, retroactive  
6 to May 2011, for failure to file the necessary Form 990s for three consecutive years.  
7 Plaintiff alleges on information and belief that one of the reasons the ZOA failed to  
8 file these forms was that KLEIN did not want to disclose the compensation he was  
9 receiving during those years as the ZOA's President (an average of over \$1 million  
10 per year for those years including base salary, deferred compensation and other  
11 benefits). This compensation was grossly unreasonable compared to the  
12 compensation received by national presidents of comparable non-profit  
13 organizations.

14  
15 13. KLEIN informed select members of ZOA's Board of Directors of the  
16 loss of ZOA tax-exempt status by telephonic conference call and retained tax counsel  
17 for ZOA. ARFA (along with the other Regional Directors) were not informed of this  
18 development until mid-March 2012.

19  
20 14. On or about March 28, 2012, ZOA's National Executive Director David  
21 Drimer ("Drimer") sent an email to ARFA and other Regional Directors regarding  
22 the loss of ZOA's tax exempt status. In the email, he instructed the recipients not to  
23 "broach this subject with donors unless it is absolutely necessary or they ask about it  
24 specifically." He also included a list of "talking points" on the issue and an  
25 alternative means by which tax-deductible donations can still be made to ZOA,  
26 through the Foundation for the Jewish Community (FJC), a non-profit holding  
27 organization which would preserve all donations earmarked for ZOA until such time,  
28 if any, that the ZOA regains its tax exempt status. (A copy of the email with

1 attachments is attached hereto as Exhibit A and incorporated herein by reference.)

2  
3 15. Defendants' scheme to disguise the loss of ZOA's tax-exempt status  
4 included setting up a fund ("ZOA Donors Fund") through a non-profit called the  
5 Foundation for the Jewish Community (FJC) into which donors could make tax-  
6 deductible donations earmarked for the ZOA. The FJC would hold these funds aside  
7 until such time, if any, that the ZOA regained its non-profit status. The FJC would  
8 charge a 2% automatic deduction on each donation, plus an additional 1% annual fee  
9 as long as it held the funds. Potential donors were not told of the details of this  
10 arrangement, including that the FJC was an entirely different organization not  
11 affiliated with the ZOA and that donations made to the FJC might never be made  
12 available to the ZOA, but ARFA and other ZOA directors were told to instruct  
13 donors to make all their contribution checks to the ZOA through the FJC, for  
14 example by writing "FJC -- ZOA Donors Fund" as payee. Also, the ZOA website's  
15 "Donate to ZOA" button rerouted donors to a Paypal page for "FJC - A Foundation  
16 of Philanthropic Fund, Reference: ZOA Donor Fund."

17  
18 16. Regional directors were not instructed to remove the tax exempt or  
19 501(c)(3) designation on their region's website at that time, and, in fact, several  
20 regional websites continued to misrepresent that the ZOA was a tax-exempt  
21 501(c)(3) charity for months after that.

22  
23 17. Following the Drimer email, ARFA complied with ZOA's talking points  
24 in connection with her fund-raising efforts, despite her feeling of unease about the  
25 ethics of doing so. However, she informed ZOA's management that she was  
26 uncomfortable not being up front with potential donors.

27  
28 18. In response, KLEIN began calling her on her cell phone at all hours of

1 the day and night to berate her, increasing pressure on her to fund-raise. Plaintiff is  
2 informed and believes that she was being inordinately pressured to raise funds in part  
3 to compensate for the decline in fundraising from KLEIN himself and in part to  
4 retaliate against her insistence on disclosing the loss of tax exempt status. Since the  
5 disclosure of the loss of ZOA's tax exempt status in mid-March, the budgets  
6 allocated to the regions from the national organization were cut, due to the decrease  
7 in contributions. This led to the forced cancellation of some events and programs.  
8 Despite the additional budgetary restrictions, KLEIN continued to receive his full  
9 salary and benefits, which totaled over one million dollars annually, much larger  
10 than that earned by presidents of comparable organizations. The public and potential  
11 donors were not aware of KLEIN's grossly excessive salary because the ZOA failed  
12 to file the necessary information returns with the Internal Revenue Service for  
13 several years. Such filings would have disclosed the full extent of KLEIN's  
14 compensation.

15  
16 19. KLEIN's telephone calls became increasingly abusive, to the point that  
17 ARFA became anxious every time her cell phone would ring.

18  
19 20. KLEIN also instructed ARFA that she was no longer to report to her  
20 previous immediate supervisor, Steven Goldberg ("Goldberg"), the National Vice  
21 Chairman of the ZOA and Chairman of the Los Angeles Chapter, but instead to  
22 KLEIN himself. Furthermore, KLEIN told ARFA that she must have all  
23 communications with the public, including publications, press releases and emails,  
24 pre-approved by KLEIN.

25  
26 21. On or about July 30, 2012, Seton & Associates, an outside law firm  
27 retained by Goldberg to research the matter, issued a memorandum ("Seton  
28 Memorandum" attached hereto as Exhibit B) opining that ZOA's tax-exempt status

1 was clearly material to any potential donor, and that the efforts of ZOA, in general,  
2 and of KLEIN, in particular, to conceal its loss was "inexcusable," and violated  
3 KLEIN's fiduciary duty to the organization and to its donors, who may have claims  
4 for breach of fiduciary duty and fraud against the ZOA. The Seton Memorandum  
5 also found, among other things, that the failure to file the appropriate tax forms with  
6 the IRS and the New York State Department of Taxation violated federal and state  
7 tax laws.

8  
9       22. The Seton Memorandum was subsequently distributed to the entirety of  
10 ZOA's Board of Directors at which point many board members first discovered the  
11 loss of ZOA's tax exempt status. At least one board member resigned from the  
12 board upon hearing the news and finding out that KLEIN had known about the loss,  
13 but had failed to inform the entire board for months.

14  
15       23. At about that time, KLEIN was hospitalized for heart surgery and  
16 ARFA was told that in his absence she was to report directly to and have all  
17 communications pre-approved by Drimer and the Chairman of the Board, Michael  
18 Goldblatt ("Goldblatt").

19  
20       24. When KLEIN recovered from his heart surgery in early September, he  
21 resumed his harassing calls to ARFA, berating her for making waves and  
22 admonishing her to increase her fund-raising. He even threatened to fire her and  
23 close the Los Angeles office if she continued to raise the tax-exempt issue. Despite  
24 the legal opinions expressed in the Seton Memorandum, both KLEIN and Drimer  
25 continued to demand that ARFA and other regional directors did not disclose to  
26 potential donors the loss of its tax-exempt status unless asked directly by the donor.

27  
28       25. On or about September 5, 2012, ARFA wrote a memorandum to Drimer,

1 Goldblatt and Goldberg conveying her feeling that she was being put in the middle  
2 of a fight among the Board regarding the tax issue and that she was being forced to  
3 do something that was both unethical and illegal. In the memo, she said that she  
4 “cannot in good conscience be asked to hide information that [she feels] affects the  
5 ethical and also legal operations of the ZOA.” (See Exhibit C hereto.)  
6

7 26. In response, KLEIN continued to make harassing calls to ARFA  
8 threatening to fire her unless she complied with his order to raise money without  
9 disclosing voluntarily to donors that the ZOA had lost its tax exempt status.  
10

11 27. When ARFA complained to Drimer about the harassing telephone calls  
12 from KLEIN, Drimer informed KLEIN, and KLEIN berated her for disclosing the  
13 contents of their telephone calls and for not keeping them confidential.  
14

15 28. ARFA continued to express her concerns to her superiors and convey  
16 her discomfort at being put in this ethical dilemma and to again plead her position  
17 that ZOA should exercise full and immediate disclosure to donors and the public at  
18 large. On or about September 28, 2012, ARFA wrote another memo to Drimer,  
19 Goldblatt and Susan Tuchman (“Tuchman”), a ZOA employee, and the lawyer in  
20 charge of ZOA’s Center for Law & Justice, expressing the stress that the issue was  
21 causing her and complaining of KLEIN’s harassments and attempts at intimidation.  
22 (See Exhibit D hereto.)  
23

24 29. Immediately after receiving this second memo, Drimer called ARFA  
25 and asked to see a copy of the building lease for the Western Region office. ARFA  
26 did not know at the time but has later discovered that he did so in retaliation for this  
27 memo so that he could arrange to get out of the lease and close down the Los  
28 Angeles office of the Western Region.



1           30. ARFA continued to pursue new avenues for fund-raising, including a  
2 solicitation email to the region's past donors. In the email, she wanted to reference  
3 the tax issue and direct questions to herself or Drimer, but KLEIN ordered her to  
4 remove the reference from the email.

5  
6           31. Concerned that KLEIN was ordering her to act illegally, ARFA sought  
7 informal advice from a tax law expert who confirmed her concerns that the practice  
8 is, at best, unethical and, at worst, illegal. On October 12, 2012, ARFA wrote a third  
9 memo to KLEIN, Drimer, Goldblatt, Goldberg and Tuchman, in which she noted that  
10 the practice was certainly unethical and disingenuous and expressed doubt about the  
11 legality of KLEIN's order. (See Exhibit E hereto.)

12  
13           32. Following the October 12, 2012 memo, Drimer assured ARFA that her  
14 job was not in jeopardy and that renegotiation of the terms of the office lease was  
15 simply "procedure." In November of 2012, Drimer informed ARFA that he would  
16 be coming into town for a friend's birthday party and would like to meet with her at  
17 the Los Angeles Regional office to discuss certain matters, including extending the  
18 office lease.

19  
20           33. On November 19, 2012, approximately one month after her last memo,  
21 ARFA met with Drimer and was surprised to find out that he had also brought  
22 Tuchman. ARFA immediately realized that Drimer's birthday party story was a  
23 fabrication and that they had both flown to Los Angeles for the express purpose of  
24 firing her upon instruction and at the direction of KLEIN.

25  
26           34. Drimer informed her that she was being fired, effective immediately.  
27 As justification for the firing, Tuchman expressed consternation that ARFA had  
28 contacted outside legal advice on the tax issue instead of simply following KLEIN's

1 order. When ARFA explained that she still had concerns about the legality of  
2 concealing the tax issue from donors, Drimer and Tuchman told her that if that was  
3 the case, she should have simply left the organization.  
4

5 35. ARFA asked to speak with Goldberg, but was pressured not to do so on  
6 the pretense that it would present a "conflict of interest." ARFA was also not  
7 allowed to contact Paul Schnee, the local President. Eventually, she was allowed to  
8 bring her mother into the meeting for emotional support. ARFA was offered  
9 severance pay if she agreed to sign a release of the ZOA on the spot. ARFA refused  
10 and was given fifteen minutes to clean out her desk and leave the office.  
11

12 36. Later, KLEIN and Drimer claimed that ARFA's termination had nothing  
13 to do with her work performance, her opposition to concealing the loss of ZOA's  
14 tax-exempt status or anything personal. They claimed that it was merely a  
15 consequence of a business decision to close the Los Angeles office and to relocate  
16 the office of the Western Region to Oakland. The decisions to fire ARFA and to  
17 relocate the Western Regional office were neither approved by nor discussed with  
18 the ZOA Board of Directors. ARFA was never offered the opportunity to relocate  
19 and continue her position in Oakland.  
20

21 37. According to the ZOA constitution, supervision and management of the  
22 regions, including all hiring and firing of Regional Directors, is the responsibility of  
23 the national board. KLEIN did not seek, nor did the national board grant him,  
24 authority to exert direct control over ARFA, to appoint replacement supervisors over  
25 her in his absence, to insist on preapproval of all outgoing communications by her, to  
26 establish job performance criteria -- including fundraising criteria -- for her, to call  
27 her on a near daily basis to harass her or to terminate her without board approval.  
28

1 **FIRST CAUSE OF ACTION**  
2 **WRONGFUL TERMINATION - VIOLATION OF PUBLIC POLICY**  
3 **(Against Defendant ZIONIST ORGANIZATION OF AMERICA)**  
4

5 38. Plaintiff hereby incorporates by reference all foregoing paragraphs of  
6 this Complaint, as though fully set forth herein.  
7

8 39. Plaintiff was terminated in retaliation for her opposition to illegal  
9 conduct, namely, the concealing of the loss of Defendant ZOA's tax-exempt status  
10 as a not-for-profit entity.  
11

12 40. ZOA's policy of omitting and/or misrepresenting to potential donors its  
13 tax-exempt status and the destination of any contributions made to it violated, *inter*  
14 *alia*, *California Gov't Code* Section 12599.6(a) - "Charitable organizations and  
15 commercial fundraisers for charitable purposes shall not misrepresent the purpose of  
16 the charitable organization or the nature or purpose or beneficiary of a solicitation. A  
17 misrepresentation may be accomplished by words or conduct or failure to disclose a  
18 material fact."  
19

20 41. ZOA's policy of omitting and/or misrepresenting to potential donors its  
21 tax-exempt status and the destination of any contributions made to it also violated,  
22 *inter alia*, *California Bus. Prof. Code* Section 17200, *et seq.* - "As used in this  
23 chapter, unfair competition shall mean and include any unlawful, unfair or fraudulent  
24 business act or practice and unfair, deceptive, untrue or misleading advertising and  
25 any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of  
26 Division 7 of the Business and Professions Code. . . . Any person who engages, has  
27 engaged, or proposes to engage in unfair competition may be enjoined in any court  
28 of competent jurisdiction."

1           42.    ZOA's policy of omitting and/or misrepresenting to potential donors its  
2 tax-exempt status and the destination of any contributions made to it also violated,  
3 *inter alia*, *New York Exc. Law Section 172-d (New York Code Section 172-D)* -  
4 "Except as exempted . . . no person shall: . . . 2. Engage in any fraudulent or illegal  
5 act, device, scheme, artifice to defraud or for obtaining money or property by means  
6 of a false pretense, representation or promise, transaction or enterprise in connection  
7 with any solicitation or with the registration, reporting and disclosure provisions of  
8 this article. The term "fraud" or "fraudulent" as used herein shall include those acts  
9 which may be characterized as misleading or deceptive including but not limited to  
10 those acts covered by the term "fraud" or "fraudulent" under subdivision twelve of  
11 section sixty-three of this chapter. To establish fraud neither intent to defraud nor  
12 injury need to be shown; or 3. Use or intend to use false or materially misleading  
13 advertising or promotional material in connection with any solicitation; or 4. Fail to  
14 apply contributions in a manner substantially consistent with the solicitation or the  
15 registration statement of the charitable organization or the purposes expressed  
16 therein; . . ."

17  
18           43.    ZOA's policy of omitting and/or misrepresenting to potential donors its  
19 tax-exempt status and the destination of any contributions made to it also violated,  
20 *inter alia*, *New York Penal Code Section 190.65(1)* - "A person is guilty of a scheme  
21 to defraud in the first degree when he or she: (a) engages in a scheme constituting a  
22 systematic ongoing course of conduct with intent to defraud ten or more persons or  
23 to obtain property from ten or more persons by false or fraudulent pretenses,  
24 representations or promises, and so obtains property from one or more of such  
25 persons; or (b) engages in a scheme constituting a systematic ongoing course of  
26 conduct with intent to defraud more than one person or to obtain property from more  
27 than one person by false or fraudulent pretenses, representations or promises, and so  
28 obtains property with a value in excess of one thousand dollars from one or more

1 such persons.”

2  
3 44. ZOA’s policy of omitting and/or misrepresenting to potential donors its  
4 tax-exempt status and the destination of any contributions made to it also violated,  
5 *inter alia*, *New York Penal Code* Section 190.60(1) - “A person is guilty of a scheme  
6 to defraud in the second degree when he engages in a scheme constituting a  
7 systematic ongoing course of conduct with intent to defraud more than one person or  
8 to obtain property from more than one person by false or fraudulent pretenses,  
9 representations or promises, and so obtains property from one or more of such  
10 persons.”

11  
12 45. ZOA’s policy of omitting and/or misrepresenting to potential donors its  
13 tax-exempt status and the destination of any contributions made to it also violated  
14 similar laws and statutes in states other than New York and California where ZOA  
15 operates and has solicited contributions.

16  
17 46. The actions of Defendant ZOA were intentional, amounting to an abuse  
18 of power, and constituted fraud. Plaintiff believes that the motivation to terminate  
19 ARFA was to keep her quiet about the tax issue, allowing it to continue deceiving  
20 donors, thereby safeguarding the management’s positions of power and, in the case  
21 of KLEIN, his inflated salary.

22  
23 47. Defendant ZOA’s termination of Plaintiff for refusing to participate in  
24 an activity that would result in a violation of federal or state statutes or regulations  
25 violated the clear mandates of Cal. Lab. Code §1102.5(c). In addition, ZOA’s  
26 termination of Plaintiff in retaliation for making reports to management of a statutory  
27 violation for the public’s benefit violated California’s public policy as established by  
28 common law. Plaintiff was engaging in protected activity by investigating, reporting

1 and refusing to participate in potentially illegal activity by the organization and its  
2 management, board of directors and employees.

3  
4 48. As a direct and proximate result of the aforementioned conduct of  
5 Defendant ZOA, Plaintiff has suffered past and future economic and non-economic  
6 damages in amounts to be proven at trial.

7  
8 49. The acts of Defendant ZOA were willful, wanton, malicious, and  
9 oppressive, and justify the awarding of exemplary and punitive damages according  
10 to proof at trial pursuant to California *Civil Code* section 3294.

11  
12 50. Under California Code of Civil Procedure Section 1021.5, Plaintiff is  
13 also entitled to reasonable attorney's fees.

14  
15 **SECOND CAUSE OF ACTION**

16 **GENDER DISCRIMINATION**

17 **(Against Defendant ZIONIST ORGANIZATION OF AMERICA)**

18  
19 51. Plaintiff hereby incorporates by reference all foregoing paragraphs of  
20 this Complaint, as though fully set forth herein.

21  
22 52. ARFA's termination was due in part to her protestations over non-  
23 disclosure of the tax issue and in part due to her being a woman. Defendants have a  
24 history and pattern of discriminatory practices towards its female employees.

25  
26 53. Doris Montrose was a former Executive Director of the ZOA Western  
27 Region. KLEIN intentionally told a ZOA donor who was known to sexually harass  
28 women, including asking them for their bra sizes and other inappropriate comments,

1 that Ms. Montrose was almost 20 years younger than she was. As a result, the donor  
2 conditioned a \$10,000 donation to ZOA on Ms. Montrose picking up the check  
3 personally. When Montrose heard of this, she refused to go, but KLEIN berated her  
4 and verbally abused her for refusing, causing Ms. Montrose to resign. KLEIN then  
5 sent Julie Sager, the female National Director of Campus Programs, to pick up the  
6 check.

7  
8 54. When Ms. Sager was pregnant with her second child, he asked another  
9 employee, Rachel Glazer, if Ms. Sager would still be able to do her job with two  
10 children. Shortly after she returned from maternity leave after her third child, she  
11 was fired by KLEIN and ZOA. Ms. Sager sued for gender discrimination. During  
12 the trial, David Kadosh, a male ZOA employee, was caught committing perjury on  
13 the witness stand, severely damaging the ZOA's defense. Despite learning that  
14 Kadosh had committed perjury, the ZOA kept Kadosh on.

15  
16 55. KLEIN also fired Mindy Weinberg, a secretary in ZOA's New York  
17 office, for insisting on knowing the ZOA's policy on pregnancy leave. Even though  
18 Ms. Weinberg was pregnant and no disruptive threat, KLEIN had her escorted out of  
19 the office by security.

20  
21 56. KLEIN also fired Annelise Lederer, a female employee in ZOA's  
22 Washington, D.C. region, at the end of 2008 after she gave birth.

23  
24 57. Plaintiff believes that a substantial contributing factor in the disparate  
25 treatment she received from Defendants, in addition to her concerns about the tax  
26 issue, was the fact that she was a woman. While ARFA was Executive Director, the  
27 Executive Directors of the other regions of ZOA, including Israel, were all male.  
28 Her replacement as Executive Director of the Western Region is male. None of the

1 other male Executive Directors was as hard-working, qualified, effective and  
2 motivated as ARFA. None was fired, required to meet increased fundraising targets,  
3 forced to have all outgoing communications pre-approved by upper management, or  
4 subjected to nearly constant harassing telephone calls from the organizations  
5 President. Even David Kadosh, the male West Coast Campus coordinator who  
6 perjured himself on the stand, was not terminated, while ARFA, a female who was  
7 honest, ethical, loyal to the ZOA and whose job performance was universally  
8 extolled, was.

9  
10 58. Plaintiff was discriminated against in working conditions and ultimately  
11 terminated because she was a women, in violation of Cal. Govt. Code §12940, *et seq.*

12  
13 59. As a direct and proximate result of the aforementioned conduct of  
14 Defendant ZOA, Plaintiff has suffered past and future economic and non-economic  
15 damages in amounts to be proven at trial.

16  
17 60. The acts of Defendant ZOA were willful, wanton, malicious, and  
18 oppressive, and justify the awarding of exemplary and punitive damages according  
19 to proof at trial pursuant to California *Civil Code* section 3294.

20  
21 61. Under Cal. Govt. Code §12940, *et seq.*, Plaintiff is also entitled to  
22 reasonable attorney's fees.

23  
24 **THIRD CAUSE OF ACTION**  
25 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**  
26 **(Against All Defendants)**  
27

28 62. Plaintiff hereby incorporates by reference all foregoing paragraphs of



1 this Complaint, as though fully set forth herein.  
2

3         63. Defendants' conduct as alleged herein was so outrageous as to cause  
4 Plaintiff to suffer severe emotional distress over an extended period. This stress was  
5 unrelated to and beyond that of her normal job description and duties.  
6

7         64. Defendants acted with reckless disregard to the probability of causing  
8 Plaintiff emotional distress by their outrageous conduct, including requiring her, as a  
9 condition of her employment, to act unethically and illegally, threatening her with  
10 termination if she did not violate the law by concealing material information from  
11 potential donors and the public, and subjecting her to harassing telephone calls at all  
12 hours of the day and night.  
13

14         65. Plaintiff suffered severe emotional distress proximately caused by  
15 Defendants' conduct. Defendants' conduct was a substantial factor in causing  
16 Plaintiff severe emotional distress.  
17

18         66. As a proximate and legal result of the conduct of Defendants, Plaintiff  
19 has suffered damages exceeding the jurisdictional limits of this Court in an amount  
20 to be proven at trial.  
21

22         WHEREFORE, Plaintiff prays for judgment against defendants as follows:

- 23         1. For compensatory damages according to proof;
- 24         2. For general damages, according to proof;
- 25         3. For special damages, according to proof;
- 26         4. For exemplary damages, according to proof;
- 27         5. For such other and further relief as may be proper.  
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**DEMAND FOR JURY TRIAL**

Plaintiff ORIT ARFA demands a trial by jury on all claims triable to a jury.

Dated: September 10, 2013

**THE ALTMAN LAW GROUP**

By:   
Bryan C. Altman, Esq.  
Joel E. Hkins, Esq.

Attorneys for Plaintiff ORIT ARFA

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA** )

3 **COUNTY OF LOS ANGELES** )

4  
5 I am employed in the County of Los Angeles, State of California. I am over  
6 the age of 18 and not a party to the within action, and my business address is 6300  
7 Wilshire Boulevard, Suite 980, Los Angeles, California, 90048.

8 On September 10, 2013, the foregoing document described as: **THIRD**  
9 **AMENDED COMPLAINT** on the interested parties in this action by placing [ ] the  
10 original [X] a true copy thereof enclosed in a sealed envelope addressed as follows:

11 Gregory S. Glazer, Esq.  
12 gglazer@chklawyers.com  
13 Alison Megan Hamer  
14 ahamer@HKemploymentlaw.com  
15 HIRSCHFELD KRAEMER LLP  
16 233 Wilshire Boulevard, Suite 600  
17 Santa Monica, CA 90401

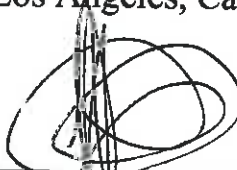
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24 Los Angeles, CA 90017-5408

25 Attorneys for Defendants Zionist Organization of America, and Morton Klein

26 **X** **BY MAIL** I deposited such envelope to the party(s) identified above in the  
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**X** **FEDERAL** I declare that I am employed in the office of a member of the bar  
of this court at whose direction the service was made.

Executed on September 10, 2013, at Los Angeles, California

26  
27  
28   
Holly Ashcraft

**Irene Reznik**

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**From:** Irene Reznik  
**Sent:** Tuesday, September 10, 2013 4:12 PM  
**To:** 'CivilIntakeCourtDocs-LA@cacd.uscourts.gov'  
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**Attachments:** 091013 Third Amended Complaint.pdf

Attached please find a conformed PDF Version of the Third Amended Complaint manually filed on 09/10/2013 by The Altman Law Group.

Thank you. Irene Reznik

**Irene Reznik**

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