State of Minnesota **District Court**

County	PARKER
Judicial District:	1ST
Court File Number:	19HA-CV-12-3037
Case Type:	Civil

WALLACE, ET AL

Plaintiff

VS.

CONAGRA FOODS, INC

Defendant

AFFIDAVIT IN SUPPORT OF MOTION

MOSHE GIT
APPLICANT FOR
INTERVENTION

I, MOSHE GIT, state under oath that:

I make this affidavit in support of my motion to INTERVENE IN SAID CASE

I am asking for the following relief:

Permit me to intervene in said case in accordance with Rule 24.01 (Intervention of Right) or Rule 24.02 (Permissive Intervention),

because:

1) I am not a party to this lawsuit and I am not represented by any of the parties.

2) Defendant's attorney made in the main action misleading and false representations that impinge on my reputation.

3) Also, the latter made some other representations that may mislead the court.

4) I am in a unique situation v.a.v. the lawsuit. I am intimately and personally familiar with the cicumstances of the main case , enabling me to separate the wheat from the chaff, the facade fron the truth.

5) Defendant's attorney is misleading the court by spewing falsehoods which were, likely, fed to him by his client.

6) More information is provided in my "Request for Intervention" filed on Sept. 10, 2014 (attached) hereby incorporated into this affidavit.

REQUEST FOR INTERVENTION

In the case of Wallace, et al. v. Conagra Foods, Inc. (19HA-CV-12-3237)

I, Moshe B. Git seek to intervene in the motion before the court re. the case cited above, based on Minnesota Court Rules 24.01 (Intervention of Right) and 24.02 (Permissive Intervention).

The applicant, who is intimately familiar with all relevant details, believes that a grave injustice will incur to him personally and to Plaintiffs as a result of statements made during the hearing on July 31 of this year before the Honorable Jerome B. Abrams by Conagra's attorney and as a result of his earlier arguments.

The specific points are outlined in the following:

In his arguments on July 31, ConAgra's attorney used the case in which I sued AER for my termination (I was employed as a *mashgiach*-overseer) to mislead the court, and in doing so defamed me. I feel compelled to advise the court of the true facts.

First, I want to state that the trial was a farce. More on this matter later on.

ConAgra's attorney used my case to demonstrate that AER cared about kosher standards, and it terminated me because I disregarded those standards. This is an abomination. There is nothing further from the truth. AER didn't maintain that it terminated me for that reason. In fact, it was AER (in cahoots with Rabbi Ralbag) who trampled on elementary kosher rules, and on Ralbag's own rules to boot, while I was acting to uphold them. If one needs a good example of how AER actively disregards kosher rules, this was it.

FILED DAKOTA COUNTY
CAROLYN M. RENN, Court Administrator
SEP 10 2014

Here are the pertinent facts that played a role in my termination:

1) I was advised that some Moslem slaughtered carcasses got mixed up with Jewish slaughtered carcasses.

2) I made Rabbi Ralbag aware of the situation.

3) Rabbi Ralbag then told me, in no uncertain terms, that the entire production of that day was unkosher and directed me to (a) obliterate all kosher markings from the kosher meat containers and to (b) quit overseeing the production of meat that day, since there was no kosher meat (he was concerned that if I continued to oversee, the plant might attempt to use this fact to market the meat as kosher).

4) I advised the plant's management of the situation.

5) The Plant complained to AER.

6) AER pressured Rabbi Ralbag to change his ruling.

7) Rabbi Ralbag reversed his ruling and advised me that the entire meat was kosher, and, accordingly, directed me to mark the meat containers as kosher (even though most of them were filled after I had quit overseeing the production in accordance with his directives).

8) To facilitate Ralbag's reversal of his ruling, he, in cahoots with AER, concocted a lie: Ralbag denied that he had ever told me what I stated in (3) above.

9) In the interim, the plant sold the meat to a gentile buyer.

10) Due to that fiasco AER lost money.

That wasn't the first time where Ralbag reversed his directives to me after the intervention of AER. A famous slogan of Hebrew National is "We Answer to a Higher Authority." It appears that the "Higher Authority" is actually AER (which is a profit-making secular business).

After it was found that the meat was sold to another buyer, Rabbi Ralbag called me and apologized. He said he would take the blame for the loss of the meat on himself, and would be ready to admit to this in all courts.

Then I got terminated. I was given different reasons (all of them contrived—AER changed them every few days) none of which was the one claimed later on during the trial. After Ralbag learned of my termination he said he was shocked and would act to reverse it. He even advised me to disregard the termination and to continue showing up for work. A couple of days later he told me it was out of his hands. Later he signed a false affidavit against me. Again, AER managed to twist Rabbi Ralbag's arm and have him do what they wanted.

Now to AER's motive

I had an earlier tiff with AER where they terminated me and launched a false accusation against me concerning kosher handling. Under threat of a lawsuit they agreed to renounce the accusation and to take me back. I demanded a contract, lest they terminate me again on a whim. Being aware of the kosher frauds that were committed under their helm, which I had to overlook in the past since I had no authority to object to my in-plant AER supervisor, I demanded as a pre-condition, that I would be granted the overriding authority at the plant level with regard to kosher matters. After much resistance AER agreed. The contract stated that AER could terminate me only if I committed "gross negligence".

I was the only employee with a contract. The contract was like a thorn in AER's side. In effect, I was the gate keeper with regard to preventing kosher frauds, which were ample. From the first day after my returning to work they tried to take away the authority they had granted me (and, in fact, succeeded by using a sleek trick: despite an explicit stipulation in the contract, AER failed to advise other parties of my authority, thus my authority became moot. I couldn't use the contract to establish my authority, since it had been agreed that the contract terms would be kept

confidential.)

Regarding the (so called) trial

Finally AER feigned a case of "Gross Negligence". I committed no negligence what-so-ever, let alone a "gross" one. Unfortunately, the attorneys I hired turned out to be a couple of buffoons. AER's witnesses lied all over. My attorneys behaved like bulls in a china shop. They didn't know the law and the circumstances of my job and weren't able to conduct meaningful cross examinations. During the trial I told my attorneys that the witnesses were lying. When I realized my attorneys weren't capable of cross examining them, I told my attorney who was sitting beside me that I wanted to rebut those witnesses. My attorney told me this was against the law, since after the defense started to call their witnesses the law wouldn't allow the court to let me go back to the stand. (Right after the trial, before the judge rendered her decision, I found out that this statement of his was nonsense. I begged my attorneys to introduce a motion to resume the trial to let me do the rebuttal, but they refused).

Innumerable acts of malpractice were committed by my attorneys. Too many to list them all here. Before the trial my attorneys advised me not to divulge anything during my cross examination by defendant's attorney and to let them do the job. I trusted them. When I realized they were botching my case, it was already too late for me to do anything. EAR's attorney lied to the court blatently. He was involved in the drafting of the contract and couldn't claim innocence. Yet he applied to the circumstances at trial a paragraph in the contract that dealt with an entirely irrelevant and unrelated issue. This attorney seemingly forgot that besides representing a party, he was also considered "an officer of the court" and may not mislead the court. (I was aware of his plan to abuse the contract language before the beginning of the trial, and had alerted my attorneys, but during the trial they did nothing in opposition to his misrepresentation of the contract language. **The contract didn't obligate me at all to do the thing that my**

employer and their attorney alleged it did. Moreover, in a response to a motion for a summary judgment filed before the trial, my employer submitted an affidavit in which he maintained that there was only a two hour window of opportunity to rectify the mix-up between Jewishly and Moslem laughtered cows, and blamed me for failing to do that. My attorneys failed to inform the court that I was advised of the mishap three hours after it had happened (telephone calls record and a witness could prove that), i.e. after the window of opportunity had already elapsed; thus there was no way I could be held responsible for the loss of the meat, which was my employer grounds for the termination. My attorneys failed to submit to the court that two-hours-window-of-opportunity affidavit and to cross examine my employer on it. They failed to call to the witness stand the person who had advised me over the phone of the mix-up three hours after it had happened, despite him being present in the court room, and they ignored my suggestion to, as part of discovery, obtain phone records. Throughout the trial they failed to raise objections, and basically went along with the whims of defendant's attorney. Thus there wasn't much to go on in the appeal stage. (The appeal argued that the negligence I supposedly committed wasn't "gross", but the court didn't buy that, apparently after it read the unchallenged and uncontroverted horrible testimonies of defendant's witnesses.)

In addition to the above, my attorneys committed innumerable other acts of malpractice. I cannot afford to sue them since the costs are enormous. I was advised that to begin with, a malpractice lawsuit has to include an affidavit from an expert witness attesting to the malpractice, and that this affidavit may cost about $5000, and then it may cost me additional tens of thousands of dollars. (It seems the legal system is slated to protect malpracticing attorneys, regardless of the degree of their malpractice.)

<u>The reign of fraud and Rabbi Ralbag (Triangle K)</u>

AER's M.O. is fraud. In addition to cheating with regard to the core of their

business, manufacturing kosher meat, they have been indulged in other fraudulent activities, such as bringing in employees from Israel by defrauding the immigration authorities and cheating the tax authorities by paying under the table. I found out that Rabbi Ralbag was no different. On a number of times I tried to approach him regarding violations of kosher laws by AER, indeed of his own guidelines, but he ignored my repeated communications.

I already mentioned above some of his doings. I would like to point again to his directive to me to mark as kosher meat the production of which wasn't supervised by a mashgiach, which is a no-no under any standard of kosher.

Based on my experience throughout the entire period Ralbag served as the kosher certifier for Hebrew National, he is a crook, and therefore **Triangle K isn't a legitimate, bona fide, kosher-certifying body.**

The issue isn't the level of Ralbag's kosher standards. The issue is that Ralbag disregards his own standards and aids and abets AER in doing so, while representing to the courts and to the public that he follows them.

Three former employees of AER resigned because they didn't want to be complicit in the fraud their job entailed. They sued AER and Ralbag in a rabbinical court alleging fraud. AER chiefs ignored the court's repeated summons. The court excommunicated them (Ralbag advised the court that he was prepared to go through arbitration process. The court didn't like that, but advised that Ralbag's agreement to go thru arbitration prevents them from excommunicating the latter as well. Arbitration process is very expensive; therefore the plaintiffs couldn't afford it. Thus Ralbag managed, by a trick, to ignore the court's summons and to escape excommunication.) According to Jewish law, one isn't allowed to deal with an excommunicated person. Yet Ralbag continues to wheel and deal with AER. The court may read the following as to the excommunication of AER's chiefs.

http://ajwnews.com/archives/17585

The falsehood concerning the reason AER employees shunned AER's meat

The explanation given by ConAgra's attorney during the 7.31 hearing as to the reason AER employees were reluctant to consume the very meat they were producing **was hogwash.**

Single handedly, I coordinated the meat purchases of AER employees at the plant I was stationed. An employee who wanted to purchase meat would tell me the types of meat cuts, quantities and any other concerns. I would negotiate with the plant with regard to availability and prices, cull the desired meat pieces from the boning floor, weigh them, and collect the payments.

AER employees didn't want ordinary kosher meat since they were concerned about the shoddy kosher practices used in its production. They preferred "Glatt" meat on the assumption that the scrutiny the carcasses' lungs for this meat passes would be more truthful. Some employees weren't even satisfied with that measure, and advised me that they wanted meat that was handled by a specific AER Shochet (kosher slaughterer) or a specific Bodek (a lung checker,) because they were concerned about the incompetency and truthfulness of some of AER's Shochets or Bodeks. (In some cases the shoddy work of certain individuals was reported to AER or to Rabbi Ralbag, but to no avail.) I am an Ashkenazi Jew. So were a few other AER employees, as well. In raising the issue of a Sephardic Beit Yosef special kosher standards, supposedly required by AER employees, ConAgra's attorney was just throwing sand in the court's eyes.

Never, ever, throughout my years of involvement with the meat purchases of AER employees, have I heard the explanation provided by ConAgra's attorney.

The mistrust in Rabbi Ralbag's kosher certification went beyond the domain of meat. Once I was asked by the team head of AER to buy for the team some bread for lunch. The only "kosher" bread that I could find in a nearby supermarket was a one bearing Triangle K certification. The employees refused to eat it and the team head asked me to return it to the store for a refund. Since it wasn't meat, there couldn't be here an issue of Glatt or non-Glatt, thus giving the lie to

Conagra's attorney. (It is a safe bet that this attorney was fed the Glatt/non Glatt lie by the snakes at the head of AER).

Standing

1) ALL Hebrew National hotdogs are unkosher since all hotdogs contain some unkosher meat. The reason being: At the boning process, all meat pieces, regardless of the carcass they were culled from, are mixed together (and later ground together).

According to kosher laws, if a portion of the meat inside a hotdog is unkosher, then the hotdog is unkosher.

Thus, all the hotdogs manufactured by Hebrew National are unkosher. The Plaintiffs were sold unkosher hotdogs since kosher Hebrew National hotdogs do not exist.

(If a very tiny quantity of unkosher meat is accidentally mixed with kosher meat, the mixture might be kosher. But this isn't the rule when the mixing is deliberate, as in the case of Hebrew National hot dogs).

2) Since Rabbi Ralbag is a crook and a charlatan, there is no first amendment argument here. Here there is no entanglement of state with religion here but an entanglement of state and fraud.

Let the trial take place. Then the entire stench will be exposed.

For the sake of brevity some of the information above might have been compacted or streamlined.

Moshe Git

The information contained in this affidavit is true and correct to the best of my knowledge.

Dated: 9-24-14

Sign only in the presence of a Notary Public or Court Admin

Address 10204 LAKEVIEW CRW

City & State MINNETONKA MN 55305

Telephone 952 465-5578

Subscribed and sworn to before me on

24th September 2014

Notary Public/Court Administration

Nary Kang
Notary Public
Minnesota
My Commission Expires January 31, 2017