

STATE OF MICHIGAN

IN THE PROBATE COURT FOR THE COUNTY OF OAKLAND

AREIVIM PHILANTHROPIC GROUP, INC.

Plaintiff,

v

Case No. 09-            -CZ  
Hon.

JONATHAN S. AARON and  
ERIC L. GARBER, fiduciaries and  
co-personal representatives for the  
Estate of William M. Davidson,

Defendants.

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Attorneys for Plaintiff

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**COMPLAINT FOR ALLOWANCE OF CLAIM**  
**PURSUANT TO MCR 5.101(C)**

Plaintiff, Areivim Philanthropic Group, Inc. ("Areivim"), through its attorneys, The Baskin Law Firm and the Law Offices of David Mendelson, P.C., for its Complaint for Allowance of Claim Pursuant to MCR 5.101(C), states as follows:

1. Plaintiff, Areivim, is a Delaware non-profit corporation organized pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986.
2. Defendant Jonathan S. Aaron is a fiduciary and co-personal representative of the

MCR 5.101(C)  
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Estate of William M. Davidson.

3. Defendant Jonathan S. Aaron resides and/or conducts business in Oakland County, Michigan.

4. Defendant Eric L. Garber is a fiduciary and co-personal representative of the Estate of William M. Davidson.

5. Defendant Eric L. Garber resides and/or conducts business in Oakland County, Michigan.

6. William M. Davidson died on March 13, 2009.

7. An estate governing the affairs of William M. Davidson was filed in the Oakland County Probate Court, as File No. 2009-322 394 DE.

8. On or about July 22, 2009, Areivim received a "Notice to Known Creditors" which alleges that the fiduciary believes Areivim may be a creditor of the estate (*Exhibit 1*).

9. A Statement and Proof of Claim (*Exhibit 2*) was filed by Areivim on or about August 13, 2009, in which it claimed an outstanding balance due it of \$4,800,000 pursuant to a \$5,000,000 pledge commitment. Two Hundred Thousand (\$200,000) Dollars had already been paid by decedent William Davidson prior to his death.

10. On or about October 2, 2009, the defendants arbitrarily and capriciously presented a Notice of Disallowance of Claim in whole (*Exhibit 3*) apparently without investigation of the merits of the claim and with disregard to the information presented to them in support of the claim, and to which they had personal knowledge.

11. This action is filed pursuant to MCR 5.101(c) providing for the filing of a complaint after notice that a claim has been disallowed.

12. The claim filed by Areivim arises out of the purpose for a Delaware 501(c)(3)

philanthropic group.

13. Decedent William Davidson was an integral member and a progenitor in the establishment of the Areivim charity. His desire to provide the funds to Areivim was known by and fully supported by his family. The principal beneficiary of his estate fully supports allowance of the claim in furtherance of Mr. Davidson's intentions.

14. The financial mission required each member to commit \$5,000,000 to Areivim to establish a "fund for our Jewish future."

15. On June 22, 2006, decedent William Davidson hosted a meeting of the Areivim principals. During that meeting, the group adopted the name Areivim, that meaning "those who are responsible." Additionally, during that June 22, 2006 meeting, the group agreed that every member of Areivim "must contribute \$5,000,000 to the fund."

16. Co-personal representative, Jonathan Aaron, was present at the June 22, 2006 meeting and was further present on at least 2 other occasions, thus providing him with direct knowledge of William Davidson's pledge and commitment to Areivim.

17. On July 19, 2007, trustees for Areivim were confirmed. Decedent William Davidson was confirmed as one of eight trustees of Areivim.

18. Additionally, during that July 19, 2007 meeting, decedent William Davidson was elected as one of three Executive Committee members of Areivim.

19. As of March 22, 2007, there were 13 members of Areivim, each of whom had pledged to contribute \$5,000,000 toward the fund.

20. On September 4, 2008, decedent William Davidson was again confirmed as a trustee of Areivim. He was further elected by the Board of Trustees as Co-Chair of Areivim.

21. In connection with obtaining its status as an Internal Revenue Code 501(c)(3)

corporation, Areivim was required to submit certain documentation regarding officers, trustees and members. Submission of that documentation was approved by the members of Areivim on February 6, 2007. Decedent William Davidson was identified as a trustee of Areivim in the submission for 501(c)(3) status.

22. Prior to his death, decedent William Davidson commenced contributions towards his \$5,000,000 pledge to Areivim, making \$200,000 of payments. Additionally, decedent William Davidson made two payments of \$50,000 each (for a total of \$100,000) toward operating expenses of Areivim. His remaining outstanding commitment to Areivim is \$4,800,000.

23. In addition to decedent William Davidson's contributions, other members of Areivim, in reliance upon the collective group's commitment (including that of Mr. Davidson), have made partial payments toward their commitments to Areivim.

24. The clear and unequivocal intention of decedent William Davidson was to contribute \$5,000,000 to Areivim in furtherance of its goals of establishing a "fund for our Jewish future," a cause subscribed to by all his family members.

## **COUNT I**

### **BREACH OF CONTRACT**

25. Plaintiff re-incorporates the preceding paragraphs as if fully set forth herein.

26. William Davidson, prior to his death, made a clear and unequivocal commitment to plaintiff to donate \$5,000,000 to Areivim.

27. The promise to pledge \$5,000,000 was a valid, binding and enforceable contract. Meeting minutes were previously provided to the defendants and are therefore not attached to this complaint. Further, defendant Jonathan Aaron received the minutes documenting Mr.

Davidson's pledge at the time they were distributed to participants in Areivim.

28. There existed sufficient consideration for the contractual commitment by William Davidson to Areivim, an organization established for a lawful and proper purpose.

29. The disallowance of claim has resulted in breach of the contract causing damage to plaintiff.

WHEREFORE, Plaintiff requests that this Court enter an order allowing the claim in the amount of \$4,800,000 and any other relief this Court deems just and appropriate under the circumstances.

## COUNT II

### PROMISSORY ESTOPPEL

30. Plaintiff re-incorporates the preceding paragraphs as if fully set forth herein.

31. The promise to pay \$5,000,000 (\$4,800,000 of which remains outstanding), is enforceable under the law of promissory estoppel.

32. William Davidson made a clear promise to contribute \$5,000,000 to Areivim. At the time of his death, he had commenced payments on that obligation, leaving a balance of \$4,800,000.

33. In making his promise, William Davidson did expect, or reasonably should have expected to induce action of a definite and substantial character.

34. The promise by William Davidson in fact produced action of a definite and substantial character.

35. The promise by William Davidson produced sufficient action on behalf of Areivim and the other members of Areivim

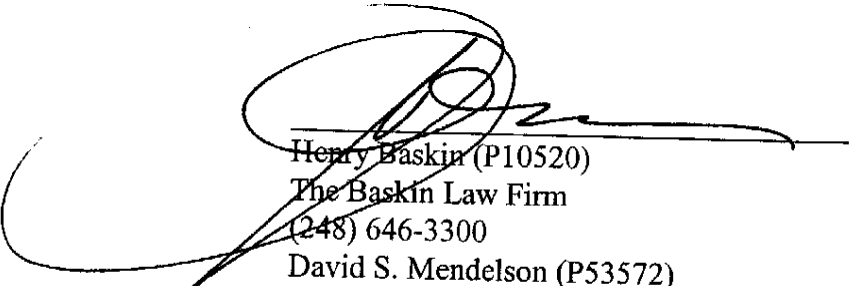
36. The circumstances surrounding the establishment and furtherance of Areivim

render the promise by William Davidson such, that failure to enforce it will result in injustice.

37. Public policy requires that when a person, such as William Davidson, makes a clear pledge to a charitable cause, that such pledge be enforced under the circumstances present in this matter.

38. Areivim was established for a lawful and proper purpose.

WHEREFORE, plaintiff requests that this Court enter an order allowing the claim in the amount of \$4,800,000 and any other relief this Court deems just and appropriate under the circumstances.



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Dated: December 2, 2009