

STATE OF MICHIGAN
PROBATE COURT
COUNTY OF OAKLAND

NOTICE TO KNOWN CREDITORS

FILE NO.

2009-322 394 DE

Estate of William M. Davidson, deceasedTO: Areivm Philanthropic Group, Inc

Name

6 East 39th Street, Floor 10

Address

New York, NY 10016

City, state, zip

The fiduciary believes you may be a creditor of the estate. The attached notice to creditors was published April 3, 2009
Date

You have four months from the above date of publication or one month from the date this notice is sent to you, whichever is later, to present your written claim or it will be forever barred. You may use the Statement and Proof of Claim (Form PC 579) to submit your claim. The written claim must be timely delivered or mailed to the fiduciary listed below. You may also send it to the probate court for filing along with a filing fee of \$20.00. You may also commence a suit against the estate in a court.

Date

7.22.2009Robert Perry & Amy Glenn, Butzel Long
Attorney name (type or print)P41887 & P38110
Bar no.Stoneridge W - 41000 Woodward
AddressBloomfield Hills, Michigan 48304
City, state, zip(248) 258-7850
Telephone no.Jonathan S. Aaron & Eric L. Garber

Name of fiduciary to whom claim should be presented

Co-Personal Representatives
Titlec/o Butzel Long Stoneridge W - 41000 Woodward
AddressBloomfield Hills, Michigan 48304
City, state, zip

PROOF OF SERVICE

I certify that on 7.22.2009 Date, I served a copy of this notice on the creditor by☐ delivering personally to the creditor.☒ mailing, with postage prepaid, to the address indicated in this notice.

I declare that this proof of service has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

Date

7.22.2009

Signature



Do not write below this line - For court use only

STATE OF MICHIGAN
PROBATE COURT
OAKLAND COUNTY
CIRCUIT COURT - FAMILY DIVISION

NOTICE OF DISALLOWANCE OF CLAIM

FILE NO.

2009-322 394 DE

Estate of William M. Davidson, deceased

TO: Claimant name and address
Arelvim Philanthropic Group, Inc
6 East 39th Street, 10th Floor
New York, NY 10016

Your written statement of claim dated August 10, 2009 for \$ 4,800,000.00 is disallowed
☒ in whole. ☐ in part as to Your Claim is disallowed as there is no supporting documentation to establish the Claim.

The ☐ entire claim ☒ portion of the claim that has been disallowed will be forever barred unless you start a civil action by filing a complaint against the fiduciary. Your complaint must be filed with the appropriate district, circuit, or probate court not later than 63 days after the mailing or delivery of this notice.

Signature of attorney

Robert Perry & Amy Glenn Butzel Long P41887 & P38110
Name of attorney (type or print) Bar no.

Stoneridge W - 41000 Woodward
Address

Bloomfield Hills, Michigan 48304 (248) 258-7850
City, state, zip Telephone no.

Date

Signature of fiduciary

Jonathan S. Aaron & Eric L. Garber
Name of fiduciary (type or print)

The Velvel Group, LLC, Two Towne Square Ste 905
Address

Southfield, Michigan 48076 (248) 595-8725
City, state, zip Telephone no.

PROOF OF SERVICE

I certify that on 10.2.2009 Date I served a copy of this notice on the claimant by

- ☒ first-class mail at the address stated above.
☐ delivering it personally to the claimant.

I declare under the penalties of perjury that this proof of service has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

Date

10.2.2009

Signature of fiduciary/attorney

Do not write below this line - For court use only

STATE OF MICHIGAN PROBATE COURT OAKLAND COUNTY CIRCUIT COURT - FAMILY DIVISION	STATEMENT AND PROOF OF CLAIM	FILE NO. 2009-322,394-DE
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Estate of WILLIAM M. DAVIDSON, DECEASED

I, AREIVIM PHILANTHROPIC GROUP, INC. of 6 East 39th Street, 10th Floor, New York, NY
 Creditor's name Address
10016

submit the following claim against the estate for the sum set forth.*

DESCRIPTION OF CLAIM	AMOUNT
Outstanding balance of \$4,800,000 pursuant to \$5,000,000 pledge commitment of which \$200,000 has been paid.	\$4,800,000.00
There is now due on the claim, above all legal setoffs, the sum of:	\$4,800,000.00

☐ Notice to interested persons: This is a claim by a personal representative for an obligation that arose before the death of the decedent. A hearing will be held to determine whether to allow the claim. You may object to the claim before or at the hearing.

I declare, under penalties of perjury that this statement and proof of claim has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

Attorney signature
Charles Nida
 Name (type or print) P18299
 Bar no.
660 Woodward Ave., Suite 2290
 Address
Detroit, MI 48226
 City, state, zip
(313) 465-7496
 Telephone no.

Date Aug. 10th 09
Robert P. Pearson
 Claimant signature
6 East 39th Street, 10th Floor
 Address
New York, NY 10016
 City, state, zip
(212) 279-2288
 Telephone no.

- * 1. Describe nature of claim or attach a statement. Attach copy of receipt or other evidence of payment if submitted by assignee.
 2. Claims must be presented either personally or by mail to the fiduciary on or before the last day for presentment of claims. This claim may also be filed with the probate court (see reverse side for proof of service).

PLEASE SEE OTHER SIDE

Do not write below this line - For court use only

2009 AUG 14 AM 8:57
 -OCPC-EST-BY-

PROOF OF SERVICE

I served upon Jonathan S. Aaron & Eric L. Garber, Co-Personal Representatives c/o Robert Perry & Amy Glenn, Butzel Long,
Name
fiduciary, a copy of this statement and proof of claim on August 13, 2009 by first class mail
Date
Stoneridge W - 41000 Woodward, Bloomfield Hills, Michigan 48304 State method and address of service

I declare under the penalties of perjury that this proof of service has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

Date

8/13/09

Signature

Kam Wisp

ACKNOWLEDGMENT OF SERVICE

Service of the attached statement and proof of claim is acknowledged.

Date

Signature

STATE OF MICHIGAN

IN THE PROBATE COURT FOR THE COUNTY OF OAKLAND

AREIVIM PHILANTHROPIC GROUP, INC.

Plaintiff,

Case No. 09-326837-CZ

vs.

The Honorable Daniel A. O'Brien

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

Defendants.

Henry Baskin (P10520)
The Baskin Law Firm
David S. Mendelson (P53572)

Law Offices of David Mendelson, P.C.
Attorneys for Plaintiff
322 North Old Woodward Avenue
Birmingham, MI 48009
(248) 646-3300
(248) 646-8277

Samuel C. Damren (P25522)
Eric T. Carver (P48956)
Andrew J. Kolozsvary (P68885)
Dykema Gossett PLLC
Attorneys for Defendants
400 Renaissance Center
Detroit, MI 48243-1668
(313) 568-6519
(313) 568-6587
(313) 568-5406

**DEFENDANTS' ANSWER TO COMPLAINT FOR ALLOWANCE OF CLAIM
PURSUANT TO MCR 5.101(C)
AND
AFFIRMATIVE DEFENSES**

Defendants Jonathan S. Aaron and Eric L. Garber, Fiduciaries and Co-Personal
Representatives for the Estate of William M. Davidson ("Defendants"), by their attorneys
Dykema Gossett PLLC, hereby answer Plaintiff's Complaint for Allowance of Claim Pursuant to
MCR 5.101(C) as follows:

1. No contest.
2. Admitted.

3. Admitted.

4. Admitted.

5. Admitted.

6. Admitted.

7. Admitted.

8. Defendants state that the referenced document speaks for itself and is the best evidence of its contents and, therefore, deny the allegations of this paragraph to the extent they mischaracterize or are inconsistent with the language of the document. Defendants do not contest that Plaintiff received the referenced document, but lack knowledge as to the exact date on which it was received.

9. Defendants state that the referenced document speaks for itself and is the best evidence of its contents and, therefore, deny the allegations of this paragraph to the extent they mischaracterize or are inconsistent with the language of the document. Defendants deny that William Davidson had already contributed \$200,000 to Plaintiff prior to his death.

10. Denied as untrue.

11. Denied as untrue.

12. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, which has the effect of a denial.

13. Defendants do not contest that William Davidson approved of the establishment of the Areivim charity during his life but deny as untrue the balance of the allegations, including the implication that any beneficiary, much less the so-called but unidentified “principal beneficiary of his estate” has the power or right to re-write Mr. Davidson’s estate plan.

14. Denied as untrue.

15. Defendants admit that William Davidson attended a June 22, 2006 meeting, but deny the remaining allegations as incomplete, untrue and misleading. Among other relevant statements in the meeting minutes that Plaintiff omits from the allegations in the complaint is the statement that the donors' "pledges would not be final until 20 families joined the fund."

16. Defendants admit only that Jonathon Aaron attended various meetings, and that based on his knowledge of those meetings and the terms of Mr. Davidson's estate plan is well aware of the fact that Mr. Davidson neither intended to, or did, make any provision in his estate plan for a charitable contribution to Areivim.

17. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, which has the effect of a denial.

18. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, which has the effect of a denial.

19. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, which has the effect of a denial.

20. No contest.

21. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, which has the effect of a denial.

22. Denied as untrue.

23. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, which has the effect of a denial.

24. Denied as untrue.

COUNT I

BREACH OF CONTRACT

25. Defendants incorporate their responses to the preceding paragraphs as if set forth fully herein.

26. Denied as untrue.

27. Denied as untrue.

28. Denied as untrue.

29. Denied as untrue.

WHEREFORE, Defendants Jonathan S. Aaron and Eric L. Garber, deny any liability to Plaintiff and request that Plaintiff's Complaint be dismissed in its entirety with prejudice and that Defendants be awarded their costs and attorney fees incurred in defending this action.

COUNT II

PROMISSORY ESTOPPEL

30. Defendants incorporate their responses to the preceding paragraphs as if set forth fully herein.

31. Denied as untrue.

32. Denied as untrue.

33. Denied as untrue.

34. Denied as untrue.

35. Denied as untrue.

36. Denied as untrue.

37. Denied as untrue.

38. Denied as untrue.

WHEREFORE, Defendants Jonathan S. Aaron and Eric L. Garber, deny any liability to Plaintiff and request that Plaintiff's Complaint be dismissed in its entirety with prejudice and that Defendants be awarded their costs and attorney fees incurred in defending this action.

AFFIRMATIVE DEFENSES

1. Plaintiff's Complaint fails to state a claim upon which relief can be granted.
2. Plaintiffs' claims may be barred in whole or in part due to lack of standing.
3. Plaintiffs' claims may be barred in whole or in part because there is no genuine issue as to any material fact.
4. Plaintiff's claims may be barred in whole or in part due to lack of authority to bring suit.
5. Plaintiff's claims may be barred in whole or in part due to lack and/or failure of consideration.
6. Plaintiff's claims may be barred in whole or in part due to lack of mutuality of obligation.
7. Plaintiff's claims may be barred in whole or in part due to failure of conditions precedent, including that any potential voluntary donation by a donor was conditioned on reaching the goal of twenty (20) donors from member families, which was not reached prior to Mr. Davidson's death, and that any potential voluntary donation was contingent on the donor participating in deciding how the funds, once donated, were to be disbursed or otherwise used.
8. Plaintiff's claims may be barred in whole or in part by the statute of frauds.
9. Plaintiff's claims may be barred in whole or in part by laches and/or applicable statute of limitations.
10. Plaintiff's claims may be barred because any potential donation was a legally unenforceable, gratuitous undertaking.
11. Plaintiff's claims may be barred in whole or in part because there was no enforceable promise that William Davidson would provide for payment of any potential donation by his estate should he die before making a donation.

12. No beneficiary of William Davidson's estate has the power or right to change the terms of his estate plan, but that plan contained no prohibition on the ability of any beneficiary, including the so-called but unidentified "principal beneficiary," to donate \$5 million to Areivim.

13. Defendants Jonathan S. Aaron and Eric L. Garber reserve the right to raise additional affirmative defenses as they become known to them through the course of discovery.

WHEREFORE, Defendants Jonathan S. Aaron and Eric L. Garber deny any liability to Plaintiff and request that Plaintiff's Complaint be dismissed in its entirety with prejudice and that Defendants be awarded their costs and attorney fees incurred in defending this action.

Respectfully submitted,

DYKEMA GOSSETT PLLC

By: 

Samuel C. Damren (P25522)
Eric T. Carver (P48956)
Andrew J. Kolozsvary (P68885)
Dykema Gossett PLLC
Attorneys for Defendants
400 Renaissance Center
Detroit, MI 48243-1668
(313) 568-6519
(313) 568-6587

Date: January 15, 2010

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