

STAR-K KOSHER CERTIFICATION

April 27, 2004

6 Iyar 5764

To whom it may concern:

It is well known that the Star-K has been certifying Glatt Kosher meat produced at PM Beef's Windom, MN plant for the past 2 ½ years. This Shechita was a joint certification of Debrycin along with the OU and the Star-K.

PM Holdings on March 11, 2004 informed International Glatt Kosher (IGK) that it has a business issue, unrelated to Kashrus, with one specific Rav of the Debrycin group (Rabbi L. Jacob) and that he would no longer be allowed in their plant. PM made it very clear that they were not seeking to interfere with Kashrus and that they wished to continue their relationship with IGK, the Debrycin, and the many families of Shochtim, Bodkim, and Mashgichim. They asked IGK to work with Debrycin, OU and Star-K to find a replacement for this one individual. Copies of this correspondence were sent to the OU.

Neither IGK nor the Debrycin ever responded to this letter and they continued slaughtering in Windom, until right before Pesach.

On Friday, March 26, 2004 IGK slaughtered cattle, however they did not return after Shabbos to Kasher and traibor, despite assurances they would do so, causing a significant financial loss to PM. After Pesach, IGK did not show up for a scheduled Kosher slaughter, although they had reserved hundreds of head of cattle.

There is a signed agreement dated December 2, 2002, between Star-K and the Debrycin/Vaad Mishmeres L'Mishmeres, which is still in effect that states, "In the event that Side A [Debrycin/Vaad Mishmeres L'Mishmeres], fails to abide by their agreement with Side B [Star-K] or IGK fails to abide by their agreement with PM, then Side A and particularly the Rabbinical supervisory staff of Side A shall do nothing to interfere with Side-B bringing in its own Rabbinical crew. Any dispute among the Rabbinic supervisory groups, regarding the interpretation of this agreement or any other matter shall promptly be settled by a Bais Din of 'Zablah'".

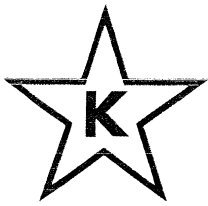
Vaad L'Mishmeres has consistently refused to appear at a Din Torah and instead resorts to telling various Batei Din, a very lopsided story slandering the Star-K. How sad and unfortunate it is that the innocent Shochtim, Bodkim, Mashgichim and their families hurt by IGK abandoning the plant, are being used as pawns in this business dispute.

Star-K has received a P'sak from the Igud Harabonim, signed by Rabbi Yehuda Zvi Kurzrock, Av Bais Din, Rabbi Peretz Steinberg, Dayan, and Rabbi Mordechai Wolmark, Dayan, stating that they have carefully reviewed the matter and have found it permissible for any Schochet, Bodek, or Mashgiach to work at the Windom MN plant of PM. A copy of this P'sak is attached and also available on our website.

Even after all of the above PM continues to welcome IGK and the entire Rabbinical crew, except for Rabbi Jacob, assuming all financial obligations of IGK to PM are satisfied. For Debrycin/Vaad Mishmeres L'Mishmeres to suggest that this whole dispute was engineered by Star-K is ludicrous.

Sincerely,

Avrom Pollak
President



STAR-K KOSHER CERTIFICATION

December 10, 2002

AGREEMENT

This agreement between the Rabbonim of Vaad Mishmeres Lemishmeres together with Rabbi Shloma Stern of Debrycin, certifying Rabbis for International Glatt and hereafter referred to as Side A, and Star-K Kosher Certification Inc., certifying agency for PM Holdings and hereafter referred to as Side B, summarizes the terms of an agreement between the above named parties with respect to the shechita at the PM Holdings slaughterhouse in Windom, Minnesota. Our signatures below indicate acceptance of all terms stated and our willingness to enter into a working relationship based on mutual respect and goodwill.


- 1 Side B is free to bring on a regular basis into the PM Holding Windom Packing plant (from now on referred to as the "Plant") Star-K employees. Specifically included are Rabbis Moshe Heinemann, Shmuel Heinemann, and Mayer Kurcfeld. These individuals will act as the supervising Rabbi and be free to check knives as they see fit. If Side B wishes to expand this list of supervisory Rabbis they will first notify Side A. Side A will have an opportunity should they so desire to meet any new designee as well as the above mentioned Rabbonim and express to Side B their opinion on the suitability of these Rabbonim to act as supervisory Rabbis for Star-K productions. However, the final decision will rest with Rabbi Moshe Heinemann, Rabbinic Administrator of Star-K. All supervisory Rabbis from both sides are hereby instructed that issues arising regarding the operation, be discussed only amongst Rabbonim Hamachshirim.
2. Side B will not bring into the plant even during Star-K shechita days, any visiting Rabbi without providing prior notification to Side A. Side A will have the opportunity to question the right of allowing these visitors to enter the plant provided that they have a reasonable and valid reason for their objection. Likewise, Side A promises not to bring in Rabbinic visitors to the facility even on days when there is a Side A shechita without first notifying Side B. Side B will not arbitrarily withhold such permission. However, the final decision is to be made by Side A. However, in all instances a visitor may not be barred unless both sides agreed that there is a reasonable and valid reason.
3. Neither side will give instructions affecting the shechita, Bedika, or supervision to workers at the plant, and no changes can be made regarding the physical set up in the plant unless there is input and consent from the other side. However, urgent matters that require immediate attention should be brought to the attention of the "Rosh Hashochtim". Even if

according to either side there is an issue of major significance that will perhaps in their opinion create a doubt regarding the kosher status of the meat, neither side will under any condition on their own accord remove a worker from his station, but rather will discuss the matter amongst the Rabbonim of both sides and arrive at a consensual decision. It is also agreed that neither side at any time will make any changes in the mode of operation of the plant without the advice and consent of the other side.

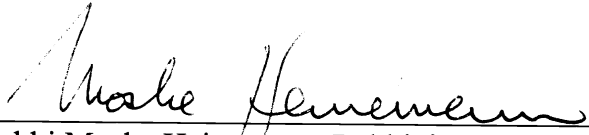
4. Neither side will change even when it is their own day of shechita the arrangement of the shechita, Bedika, Hashgocha, and checking of knives with regard to the number of workers that have been previously agreed to, not to add or subtract, without mutual consent from both sides. In the event that both sides cannot agree, then the more stringent view will prevail.
5. Side B agrees to work only with the Shoachim, Bodkim, Menakrim, or Mashgichim that work for Side A and will not choose from amongst them even on their own day of shechita. However, if there should arise some question as to the suitability of any individual to perform his task then Side A will attentively pay heed to the objections raised by Side B and together the Rabbonim of both sides will decide the matter whether or not to relieve the individual from his duties or simply to prevent him from returning on the next tour of duty.
6. Side B agrees that if PM Holdings does not abide by the terms of their agreement with International Glatt as outlined in the agreement between PM Holdings and International Glatt dated April 4, 2002, then the Star-K will withhold certification from PM Holdings. If International Glatt does not satisfy its obligations to PM Holdings then under no circumstances is the Star-K obligated to withhold their certification. Under no circumstances should the above mentioned clause or any other section of this agreement be construed as to assume that Star-K, Vaad Mishmeres Lemishmeres, Debryciner or any of their respective employees assumes any personal liability whatsoever with regard to the enforcement of this agreement.
In the event that Side A fails to abide by their agreement with Side B, or International Glatt fails to abide by their agreement with PM Holdings, then Side A and particularly the Rabbinical supervisory staff of Side A shall do nothing to interfere with Side B bringing in its own Rabbinical crew. Any dispute among the Rabbinical Supervisory groups regarding the interpretation of this agreement or any other matter shall be promptly settled by a Bais Din of "Zablah". In the event that a Bais Din cannot be convened within ten days, then the matter shall be brought before one of the following three Batei Din: a) Bais Din of Yeshiva Beth Joseph, Brooklyn, NY b) Bais Din Machon L'Horoah, Monsey, NY c) Tartikover Bais Din, Brooklyn, NY. Any dispute between PM Holdings and International Glatt shall be resolved by both those parties.
7. Side B agrees, but absolutely assumes no personal liability, that in the event that Side B brings in their own Rabbinical crew that they will not for a period of two and one half years hire crew members who learned their trade by Side A. Likewise Side B will not hire or

offer employment to any crew member regardless as to where they received their training if they were currently working for Side A at the time they left the plant. Crew members on vacation from working for Side A for six weeks or less and intending to return will be treated as though they are currently working for Side A. It is agreed by all parties that notwithstanding the above clause any agreement between Side A and Side B with regard to the hiring of employees comply with all secular labor laws in effect.

8. Side A agrees that in the event that Side B, upon giving 60 days notice to Side A, wishes to expand the shechita, that it will make available sufficient Rabbinical crew members for sub-contraction to Side B. If this should prove to be impractical or if for any reason Side A cannot or will not be able to accommodate this request then it will not stand in the way of Side B bringing in its own Rabbinical crew for all days of "Star-K shechita".
9. By signing this agreement it is agreed that neither side forfeits any rights or claims that they may have in Bais Din against the other side.



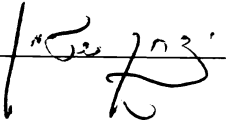
Avrom Pollak, President
Star-K Certification, Inc.

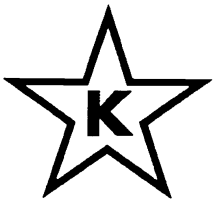


Rabbi Moshe Heinemann, Rabbinic Administrator
Star-K Certification, Inc.



Rabbi Shlomo Tzvi Stern

Rabbi Yitzchok Stein 



STAR-K KOSHER CERTIFICATION

May 22, 2003

Rabbi Yitzchok Stein
Vaad Mishmeres L'Mishmeres
1157 42nd Street
Brooklyn, NY 11219

Rabbi Shlomo Tzvi Stern
1641 56th Street
Brooklyn, NY 11204

Dear Rabbi Stein & Rabbi Stern:

It has come to my attention that you have publicly stated at the meeting in Flatbush on Wednesday, May 14th, 2003 that the written agreement between STAR-K and Vaad L'Mishmeres/Debrycin is null and void. Please take this letter as our acknowledgment that the agreement is indeed no longer in effect.

If you do not agree with the above statement please notify me in writing within ten (10) days of the date of this letter that the agreement is in effect.

Sincerely,

Avrom Pollak,
President

cc. Rabbi Moshe Heinemann
Seymour Abrams
Curry Roberts
Yanky Chaimowitz



CONGREGATION ACH TOV



דעברעצין

הרב יעקב זינדא
הרב יצחק אלעזר יאקאב
הרב יצחק שטיין
הרב יצחק שטיין

1641 56th Street Brooklyn, N.Y. 11204

June 1, 2003

Dr. Avrom Pollak
STAR-K KOSHER CERTIFICATION
122 Slade Avenue
Suite 300
Baltimore, Maryland 21208

Dear Dr. Pollak,

We are in receipt of your letter of May 22, 2003. The report you received is totally baseless and false. No such statement was made.

Very truly yours,

Rabbi S. Stern

Rabbi Y. Stein



PM Beef Group, LLC
10920 NW Ambassador Drive, Suite 525
Kansas City, MO 64153
816.880.9500
Fax: 816.880.9504

Mr. Yanky Chaimowitz
President
International Glatt Kosher Meats, Inc.
5600 1st Avenue, Unit A-1
Brooklyn, NY 11220

March 11, 2004

Dear Yanky:

Over several years of running our operation at Windom, we have tried to communicate and work closely with Rabbi Lazaar Jacob, your head supervising Rabbi, and the rabbinical crew on various plant issues and opportunities. Quite frankly, this has not been possible, and we have reached a point where we can no longer operate this way. We have serious concerns about proper employee documentation, pay and tax issues, immigration issues and most recently and disturbingly, threats of violence from Rabbi Jacob towards individuals associated with our business. In addition, we have learned of false rumors in the marketplace concerning Zalman's product, and have fears that these rumors are emanating from the Debrecin.

For these reasons, **effective immediately**, PM Beef is suspending Rabbi Lazaar Jacob from entering our plant in Windom, Minnesota.

Concurrent with this letter, we are requesting a meeting with the Orthodox Union to address our serious business-related issues and concerns. Our goal in these discussions is to develop a working relationship that provides superior rabbinical supervision that is acceptable to the OU, to IGK and to the Star K, and meets the economic, legal and business needs of PM Beef. We feel that the suspension of Rabbi Jacob is appropriate while we work with the OU to resolve our issues and concerns and achieve this improved supervision..

Please be assured that our issues with the Debrecin supervision (and by implication, the OU) are business and operations related, and have nothing to do with rabbinical practices at the plant. We very much want the highest level of rabbinical supervision available, and we do not want to endanger that supervision.

We will keep you informed as we progress in our discussions with the OU.

Sincerely,

A handwritten signature in black ink that reads "Chip".

Jay P. "Chip" AuWerter
President

Cc: Rabbi Menachem Genack, Orthodox Union
Rabbi Dr. Tzvi Hersh Weinreb, Orthodox Union
Mr. Stuart Subotnick, Metromedia Company
Mr. Seymour Abrams, Kashrus Partner, PM Beef
Mr. Curry Roberts, Consultant



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Fax: (816) 880-9504
www.pmholdings.com

March 31, 2004

Mr. Yanky Chaimowitz
International Glatt Kosher Meats, Inc.
5600 1st Avenue, Unit A-1
Brooklyn, NY 11220

Dear Yanky:

I am very disappointed that you have unable to have a rabbinical crew at work this week in our Windom Operation, despite your request for PM to present 500 head of cattle for Glatt harvest for each of Monday and Tuesday and for kosher fabrication yesterday and today. This disruption in rabbinical services is very costly to PM and particularly to our Zalman's product line, and I need you to immediately address your inability to provide the Debrecin crew to the Windom Operation.

In our phone conversations regarding the Debrecin crew, you have indicated that an issue is our letter to you dated March 11, 2004 suspending Rabbi Jacob from our plant. In that letter, we indicated that we felt that the suspension of Rabbi Jacob was appropriate while we worked with all parties concerned to resolve our business issues and concerns and achieve improved supervision.

I have reflected on the discussions that you and I have had regarding the issues that PM Beef has with Rabbi Jacob and the Rav Hamachshier position. I think that the best way to address our concerns is for me to describe the characteristics that PM is looking for in the Rav Hamachshier in order for PM Beef to succeed in the kosher business. In detailing these characteristics, it is very important to understand that we are not addressing any characteristics regarding kosher standards or the Rav Hamachshier's ability to meet the kosher standards. We assume that the Debrecin, the OU and the Star-K will always ensure that the Rav Hamachshier is exceptionally well qualified with regard to kosher standards. I also want to reconfirm to you that our business issues are with Rabbi Jacob, not with the Debrecin, and PM very much wants the Debrecin to continue to provide rabbinical services for our Windom Operation.

The characteristics that we are looking for in our Rav Hamachshier deal totally with that individual's ability to help make PM Beef's kosher operation the best and most efficient that it can be, while strictly adhering to all kosher standards. Specific characteristics that we are looking for include:

- Ethical and moral in all business conduct;
- Knowledgeable about Glatt harvest and fabrication operations and processes;
- Capable of effective leadership of the rabbinical staff, whose selection and retention is the responsibility of the Rav Hamachshier;
- Able to speak English effortlessly, interact with the computer fluently, and communicate with others via e-mail;
- Able and willing to communicate and work closely with PM Operations management to:
 - Achieve daily and weekly operating disciplines, including scheduling, attendance and punctuality;
 - Adhere to all HACCP, Humane Handling, Food Safety and other regulatory requirements;
 - Address common operating issues; and
 - Pursue opportunities for process improvements;
- Objective and unbiased regarding PM's customer and market initiatives for kosher beef;
- U.S. citizen or permanent work visa.

Letter to Mr. Y. Chaimowitz

March 31, 2004

Page 2 of 2

In summary, we are looking for a Rav Hamachshier who supports the PM Windom Operations in every way as a virtual member of the management team, while at all times ensuring strict adherence to all kosher standards. As I have indicated to you, Rabbi Jacob does not even minimally satisfy these characteristics, and for these reasons, he will no longer be allowed into our PM Windom Operation. To resolve PM Beef's issue with this position, and help to make our Windom Operations the best kosher operation possible, we would like a Rav Hamachshier that more closely meets these characteristics, and is acceptable to you, the Debrecin, the OU and the Star K.

Yanky, I strongly encourage you to work with these other parties and us to find an acceptable individual for this position. I very much believe that this can be done, that your issues regarding getting the Debrecin rabbinical crew back to work can be resolved, and that IGK and PM can enjoy a strong and growing business relationship going forward.

Sincerely,



Jay P. "Chip" AuWerter
President

Cc: Rabbi Menachem Genack, Orthodox Union
Rabbi Dr. Tzvi Hersh Weinreb, Orthodox Union
Mr. Seymour Abrams, Kashrus Partner, PM Beef
Mr. Stuart Subotnick, Metromedia Company
Mr. Curry Roberts, Consultant

בית דין צדק מיטוהו של איגוד הרבנים דאמריקא

RABBINICAL COURT OF

THE RABBINICAL ALLIANCE OF AMERICA

3 WEST 16th STREET • NEW YORK, N.Y. 10011 • (212) 242-6420 FAX (212) 242-104

BROOKLYN OFFICE (718) 871-4543

Horav Herschel Kurzrock
- Chief Justice

Horav Peretz Steinberg
Horav Dov Aaron Brismann
- Associate Chief Justices

חבר הנהלת בני המון קורצרוק שליטא
- ראש בית דין

הרב ברוך שטיינבערג שליטא
הרב רחל אהרן בריסמאן שליטא
- סגני ראש

ב"ד אייר תשס"ד

לכל מאן דבעי למידע

הננו בזה להטמיע בשטר בת רכים אודות בית משכחים ופיט שכמתא רוינדעם
למפדינת מינעטאטא, אחר שראינו כל המוסמכים וחקרנו וזענין החלטנו שמאחר
שיהסמאר קי-תחת השגחת הרב הג"ר משה היינמאן שליטיא מוכן ללכת לדית חיקף
ומיד לפי ההסכם שיש כינייתם והועד מטרת למטרת (ביוודות ה,ו, ממחסום); אז
אם הועד הנזיל לא יודיע מיד להכניד הנזיל שמרכבים לכניא לדית חיקף ומיד עיי
המנהל שלום: הרב יצחק אליעזר יאקאב שליטיא-מרות לנזל שותט, כרדק, ומשגיה,
לקבל משה אצל הסמאר יקדי לשחרט, לכדוק, ולהשגיה שמו כשכוע הכא.

ועייז באנו על החתום עשיק פ'תזריע-מפורע
שני ימים לחדש אייר תשס"ד

פרטלע יב"ג
הרב פויז שטיינבערג

מרדכי גימל וואלפאק
הרב מרדכי וואלפאק

יהודע בריסמאן
הרב יהודע בריסמאן

אגודת הרבנים דארצות הברית וקנדה
THE UNION OF ORTHODOX RABBIS
OF THE UNITED STATES AND CANADA
235 EAST BROADWAY
NEW YORK, N.Y. 10002

212-964-6337
212-964-6338

בייה חי אייר תשס"ד לפייק פה נוא יארק

לכל מאן דבעי:

הנה שלחנו ביום כ"ט ניסן תשס"ד שתי הזמנות, ובא מישהוא והוסיף למעלה על ההזמנות, דברי בזיון ושקרים על הרב ר' משה היינעמאן שליט"א הרב המכשיר של "סטאר קעיי", אשר זה עון נורא לבזות איש ובפרט רב בישראל, ועזות נדרא להוסיף דברי בזיון על מכתב של בית דין צדק.

דבר פשוט וברור שאין אנו אחראים על דברים שכתב ואין לו שום תוקף ועוז, ועל כגון זה כתב החפץ חיים וז"ל אותן כותבי עמל שקורין פאסקווילין שעליהם נאמר ארור מכה רעהו בסתר עכ"ל (שמירת הלשון שער הזכירה פי"ד). הכו"ח למען האמת והצדק,

בית דין צדק של
אגודת הרבנים דארצות הברית וקנדה



בס"ד

בדבר הדין ודברים אודות השגחת הכשרות והשו"ב ומשגיחים על השחיטה בעיר ווינדעם מינעסאטא ראינו כתבי עיקול שיצאו מאיזה בתי דין אמנם נתברר לנו שהשיבו הנתבעים [הן השגחת סטאר קיי והן השו"ב הפרטיים] להב"ד ששלחו להם הזמנה לדין שהם [הנתבעים הנ"ל] מוכנים לירד לדין תיכף ומיד עם התובעים, או בבתי הדין המקובלים מכבר בכתב ההסכם שבין ב' השגחות המתדיינים כעת או בב"ד של זבל"א שיבררו עתה, וגם ביררו הנתבעים הנ"ל בורר שלהם והסכימו לשליש המקובל אצל ב' הבוררים, כל זה עשו הנתבעים הנ"ל בלי שום עיכוב. ומאחר שאין עיכוב כלל מצד הנתבעים, אין שום מקום בדין לעקל על ידם וממילא אינו מן הצדק והיושר לכופם ולהכניעם לוותר על מעמדם עי"ז. ולכן הננו הח"מ מסכימים למש"כ בד"צ דאיגוד הרבנים ביום ב' אייר שכבר מותר כיום לכל שוחט ובודק ומשגיח ושאר המתעסקים בעניני הכשרות לעבוד תחת השגחת הסטאר קיי במפעל השחיטה בעיר הנ"ל.

ועכ"ז באעה"ח ביום ח"י אייר ל"ג בעומר תשס"ד לפ"ק.



נח יוסאק
ירק האלטר
רויט שטאק

אגודת הרבנים וארצות הברית וקנדה
THE UNION OF ORTHODOX RABBIS
OF THE UNITED STATES AND CANADA
235 EAST BROADWAY
NEW YORK, N.Y. 10002

212-964-6337
212-964-6338

בי"ח לייט אייר תשס"ד לפ"ק
אל כבוד הרבנים הג' שליט"א, המשגיחים, שוב"ים, וכל העוסקים במלאכת שמים, הי עליהם יחיו.
אחרי שים שלוט רב בכבוד הראוי:
בנוגע להדו"ד שביניכם, מאפס הפנאי ומרוב הטירדות א"א לי לחזקק עוד ומוכרח אני לטלק
את עצמי.
אני מבקש מכל העוסקים במלאכת הקי בכל לשונות של בקשה, לבא לעמק השוה, ואם א"א אז לעמוד
לדין תורה תוי"מ בלי שום דיחוי ואיחור ושלום על ישראל.
הכו"ח למען השלוי, בכבוד רב,

אגודת הרבנים דארצות הברית וקנדה





הרבנות הראשית לישראל

Office Of The Chief Rabbi Of Israel
Rabbi Yona Metzger

לשכת הרב הראשי לישראל
הרב יונה מצגר

בס"ד, כ"א אייר, תשס"ד
11 מאי, 2004

לכל מאן דבעי:

לאחר שהגיעו ללשכת הרב הראשי לישראל כתב הרבנים שליט"א דבית דין צדק מיסודו של איגוד הרבנים דאמריקא, וכן מבי"ד קבוע מטעם ועד הרבנים דבאלטימאר, וכן מאגודת הרבנים דארצות הברית וקנדה, הקורא לצדדים הנוגעים לבית המטבחיים שבמינעסאטא בכל לשון של בקשה להגיע לעמק השווה או להתדיין בד"ת בלא שום דיחוי. ע"כ אנו מצטרפים וקוראים לכל הצדדים הנוגעים בדבר לפעול לפי הנ"ל ואין הרבנות הראשית נזקקת לענין זה עוד, ומעתה כל ענין העיקול מסור ביד בי"ד שידון בנושא בין הצדדים, והאמת והשלום אהבו.

בברכה,

הרב מאיר רוזנטל
ראש הלשכה