

**Supreme Court of the State of New York  
County of Nassau**

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Index No. 07/002104

Edward Kelley a/k/a Adarsi Das, The International Society for Krishna Consciousness, Inc., and the Governing Body Commission of the International Society for Krishna Consciousness,  
Plaintiffs

(Hon. Mahon, J.S.C.)

V.

Ian Doaman & Joseph Bonomo a/k/a Krishna Balarama Swami,  
Defendants

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And

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The International Society for Krishna Consciousness, Inc., Ian Doaman & Joseph Bonomo a/k/a Krishna Balarama Swami,  
Counterclaim-Plaintiffs

V.

Edward Kelley a/k/a Adarsi Das, and the Governing Body Commission of the International Society for Krishna Consciousness,  
Counterclaim-Defendants

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**Verified Answer with Affirmative Defenses and Counterclaims**

Ian Doaman a/k/a Ajata Satru, Joseph Bonomo a/k/a Krsna Balarama Swami, and the International Society for Krishna Consciousness, Inc. ("ISKCON"), state as follows in response to the Verified Complaint:

1. With respect to paragraph 1, 9-12, 14-16, 20-21, 23-37 denied.
2. With respect to paragraph 2, these Defendants admit that at the behest of and under the directions of the duly elected ISKCON management, they hired security guards to protect the Temple, and further state that they have the right/obligation to act in the best interests of the Temple, including without limitation, the right to bar Plaintiffs and/or others who may disrupt or undermine the Temple or act contrary to the Temple's interests
3. With respect to paragraph 3, admitted.
4. With respect to paragraph 4, admitted that ISKCON is a religious corporation under New York law, and that ISKCON owns the Temple wherein it conducts religious services and ceremonies.
5. With respect to paragraph 5, these Defendants are without sufficient information to admit or deny the corporate status of Plaintiff Governing Body Commission of the International Society for Krishna Consciousness ("West Bengal Society") under the law of India. The remaining contents of the said paragraph are denied.
6. With respect to paragraphs 6 -7, admitted.
7. With respect to paragraph 8, admitted that ISKCON is run in accordance with ISKCON's bylaws. The remainder of the paragraph is denied, including without limitation, the assertion that ISKCON adopted bylaws in 1989.
8. With respect to paragraph 13, Defendants admit a dispute with Plaintiff Kelley and the Plaintiff West Bengal Society on one side, and

ISKCON, Defendants, and the Temple congregation on the other. The remainder of the paragraph is denied.

9. With respect to paragraph 17, admitted to the extent that one Christopher Ostrowski visited the Temple on two occasions in December 2006. The remainder of the paragraph is denied.

10. With respect to paragraph 18, Defendants refer to the Trespass Notice for its true content and import.

11. With respect to paragraphs 19, 22, admitted to the extent that Mr. Ostrowski and Mr. Farkas were directed to leave the Temple premises on the said dates. The remainder of the said two paragraphs are denied.

#### **First Affirmative Defense**

12. The Verified Complaint fails to state a cause of action against Defendants upon which relief can be granted.

#### **Second Affirmative Defense**

13. Defendants are not the cause of, or responsible for, any damages allegedly sustained by Plaintiff.

#### **Third Affirmative Defense**

14. The Verified Complaint ought to be dismissed for failure to join necessary parties.

#### **Fourth Affirmative Defense**

15. Plaintiffs' purported claims are barred, in whole or in part, by the doctrine of unclean hands, waiver, and estoppel.

**Fifth Affirmative Defense**

16. Plaintiffs' purported claims, in whole or in part, were brought in an untimely manner and therefore barred by the applicable statute of limitations.

**Sixth Affirmative Defense**

17. The Complaint should be dismissed for want of personal jurisdiction.

**Seventh Affirmative Defense**

18. The Complaint should be dismissed for want of subject matter jurisdiction.

**Eighth Affirmative Defense**

19. Plaintiffs' claims are violative of New York Religious Corporation Law.

**Ninth Affirmative Defense**

20. Plaintiffs have no standing to bring this action.

**Tenth Affirmative Defense**

21. Plaintiffs' claims are barred by the Statute of Frauds

WHEREFORE, Defendants demand that the Verified Complaint be dismissed and Plaintiffs West Bengal Society and Kelley be ordered to pay Defendants and ISKCON the costs, attorney fees, and expenses incurred herein.

## **Counterclaims**

22. These counterclaims are asserted on behalf of The International Society for Krishna Consciousness, Inc. ("ISKCON"), Ian Doaman a/k/a Ajata Satru, and Joseph Bonomo a/k/a Krsna Balarama Swami.

23. ISKCON is a religious corporation under New York law, with its principal offices at 197 South Ocean Avenue, Freeport, New York.

24. Mr. Doaman and Mr. Bonomo are duly authorized to assert these counterclaims on behalf of ISKCON, and on their own behalf.

25. Upon information and belief, Counterclaim Defendant Edward Kelley is a resident of this County.

26. Upon information and belief, Counterclaim Defendant the Governing Body Commission of the International Society for Krishna Consciousness ("West Bengal Society") is a corporation organized under the law of India.

### Factual Background

27. In 1966, the founder of ISKCON, His Divine Holiness Srila Prabhupada, incorporated ISKCON under New York law. ISKCON was to serve as the temporal, centralized entity for propagating his teachings and the Krishna consciousness movement, for holding and administering properties therefor, and for various related purposes.

28. Accordingly, with the spread of the movement in the United States, ISKCON was registered as a foreign corporation in various states. ISKCON purchased property in several states, and commenced using them as

temples for religious services and ceremonies to propagate the founder's teachings.

29. Given the growing number of temples, the founder formulated a management structure, the "Direction of Management" on July 28, 1970 ("DOM"), for the proper conduct of the temple and spread of Krishna Consciousness movement.

30. The DOM formed a new body, Governing Body Commission ("Commission"). Consistent with the congregational, democratic structure of the Krishna Consciousness movement, this Commission was unincorporated and was to be comprised of 12 persons. While the first 12 were named by the founder, 8 of their successors were to be elected every 3 years from among the temple presidents, and 4 to be appointed by the founder or, in his absence, the retiring members. The primary objective of this Commission was to "organize the opening of new Temples and to maintain the established Temples."

31. Further, the DOM required that with respect to real estate transactions, the Commission could do no more than render advise. All real estate was to be held in the name of ISKCON.

32. Moreover, the Commission could not remove an individual temple's President unilaterally. Such removal required approval from the local congregation.

33. Further, the Commission had "no jurisdiction" over the publication of the founder's manuscripts. That was to be handled by a "separate committee."

34. By another document dated the next day, July 29, 1970, the founder established the Bhativedanta Book Trust (“BBT”), a charitable trust under California law. ISKCON was the primary beneficiary of that Trust. This was consistent with his intent that ISKCON was to be the centralized entity for the movement.

35. From the aforesaid provisions, and other related developments, it is clear that the Commission did not have, and was never intended to have, plenary authority over all matters, whether temporal or otherwise, concerning ISKCON and/or the Krishna Consciousness movement. It was to serve the specific functions, and carry out the directions of the founder subject to his “final approval in all matters.”

#### The Founder’s Demise, Commission Members’ Conspiracy

36. After the founder’s demise on November 14, 1977, under suspicious circumstances - with reports of his having been a victim of arsenic poisoning remaining unresolved as of today - the Commission members conspired amongst themselves to usurp all ISKCON property to themselves.

37. As part of this conspiracy, instead of holding an election to fill the 8 offices as directed, Commission members declared some of themselves to be the “Initiating Spiritual Masters” of Krishna Consciousness, thereby reserving to themselves the exclusive right to initiate devotees and disciples into the movement. This was directly contrary to the letter and spirit of the founder’s directions.

38. So also, the Commission never held any election from among the temple presidents. Instead, its members kept adding to their ranks capriciously, apparently based upon financial contributions received.

39. In this manner, several persons have claimed, and continue to claim, to be “Initiating Spiritual Masters” of ISKCON, although none has or ever had anything to do with ISKCON. Several of them used to, and continue to, live an unabashedly ostentatious lifestyle, to command obeisance and absolute subservience from thousands of devotees, and to be worshiped as divine incarnations themselves with flowers, burning incense, and other routines of religious traditions. They used to receive, and continue to receive, donations/contributions which routinely run into millions of dollars annually.

40. These funds rightfully belonged, and continue to belong, to ISKCON. Devotees believed and continue to believe that they are contributing to ISKCON when, in fact, their funds and donations were and are being collected and used for non-ISKCON purposes by persons who have no nexus whatsoever with ISKCON. The conspirators’ wrongful actions have confused and misled reasonably discriminating members of the public and ISKCON devotees, to the detriment of ISKCON.

41. Further, as part of this conspiracy to profit personally by passing off as ISKCON-related persons, the conspirators unilaterally expropriated or alienated ISKCON’s property for their own purposes, which purposes were unrelated to ISKCON. The Commission became an oligarchy of



supposedly “hierarchical” nature, with no accountability to anyone, to the detriment of ISKCON.

42. In furtherance of this conspiracy, in 1993, some of the Commission members and others incorporated Counterclaim Defendant West Bengal Society under the law of India. This was directly contrary to the founder’s directions and was meant solely to effectuate complete legal control of all the other ISKCON-namesake entities created in furtherance of the conspiracy to convert ISKCON property. Further, although Counterclaim Defendants had nothing to do with ISKCON, they named themselves as the “GBC of ISKCON.” Thereby, they misrepresented themselves as not only affiliated with ISKCON, but went even further; in fact, they claimed, they were the controlling authorities and management of ISKCON.

43. Counterclaim Defendant West Bengal Society has continued to do so, uninterruptedly, since then. It has wrongfully passed off as ISKCON’s governing body.

44. The Counterclaim Defendant West Bengal Society is far removed from, and indeed, the very antithesis of, the Commission specified in the DOM. Moreover, Counterclaim Defendant West Bengal Society has neither temporal nor spiritual relationship with ISKCON. Instead, it has been advancing and acting in furtherance of the ongoing conspiracy to divest ISKCON of all assets, funds, property, and resources.

## Conversion of ISKCON Property

45. Most of the temples in the United States were bought in the name of ISKCON, the entity directed and intended by the founder to be the center of the movement.

46. ISKCON was also the beneficiary of the BBT, the Trust which owns, administers, and markets the copyrighted books and teachings of Srila Prabhupada. Its assets and ongoing income run into hundreds of millions of dollars. However, as part of this ongoing conspiracy, Counterclaim Defendants and their co-conspirators have appropriated to themselves and/or their cohorts all income from the BBT, and deprived ISKCON of any share thereof. Indeed, for at least 15 years, ISKCON has not received a single dime from BBT.

47. In furtherance of this conspiracy, Counterclaim Defendant West Bengal Society members sold off several temples (except counterclaim plaintiff ISKCON<sup>1</sup>, for obvious reasons) to other newly formed organizations, subverting ISKCON for the conspirators' purposes. Such sale was accomplished without court authority as required under New York's Religious Corporation Law, and did not benefit ISKCON in any manner.

48. Most of these newly formed organizations had individual Commission members or other cohorts of Counterclaim Defendants as their directors. Clearly, these sales were not in furtherance of, and were contrary to, ISKCON's interests.

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<sup>1</sup>The only temple building left with ISKCON is located at 197 South Ocean Avenue, Freeport, New York - its current corporate office.

49. So also, as part of this conspiracy, Counterclaim Defendants and their cohorts helped themselves to ISKCON assets, funds, and property at will. Thus, for example, Counterclaim Defendant Kelley, who was in-charge of ISKCON operations from 1989 till 1995, helped himself to all the proceeds of an unauthorized \$255,000 mortgage on ISKCON's temple in Freeport. Upon information and belief, this occurred with the complicity, knowledge, and/or connivance of his co-conspirators.

50. When this conversion came to light in mid-1990s, the ISKCON congregation was outraged. To assuage them, Counterclaim Defendant West Bengal Society ostensibly excommunicated Counterclaim Defendant Kelley in 1995, with a written demand that he repay the full amount to ISKCON or face legal proceedings. Counterclaim Defendant Kelley never repaid a single dime. Nevertheless, the Counterclaim Defendant West Bengal Society never commenced any proceedings for recovery of the misappropriated funds. Instead, barely 3 years later, the Counterclaim Defendant West Bengal Society unabashedly apologized to Counterclaim Defendant Kelley, in public, and reinstated him in good standing. ISKCON and the congregation were kept unaware of this apology and reinstatement until much later.

51. Soon after receiving this apology from Counterclaim Defendant West Bengal Society, Counterclaim Defendant Kelley filed a declaration in a California litigation, purportedly on behalf of ISKCON, wherein he ostensibly disclaimed ISKCON's beneficial interest in the BBT. This declaration was false; ISKCON and its congregation were unaware of this declaration until

much later. Counterclaim Defendant Kelley had no authority to disclaim anything on behalf of ISKCON. Counterclaim Defendant West Bengal Society was well aware of this, but nevertheless, submitted this declaration and thereafter, entered into a clandestine settlement which, upon information and belief, sought to extinguish, formally, ISKCON's beneficial interests in the BBT.

52. Counterclaim Defendant Kelley also sold ISKCON's property at 26 Rose Street, which had been intended for use as a parsonage by ISKCON. For this purpose, he misrepresented himself to be a corporate officer with due authorization to sell.

53. So also, in furtherance of their conspiracy, the conspirators wrongly obtained a trademark on "International Society for Krishna Consciousness". This trademark name rightfully belongs to ISKCON, which has been using that name since its incorporation over 40 years ago.

54. The original Commission appointed by the founder expired in 1978. Since then, no elections were held to fill Commission vacancies as had been directed by the founder. Hence, there has not been - and could not have been - a Governing Body Commission, as directed by the founder, at any time thereafter.

55. Nevertheless, the Counterclaim Defendant West Bengal Society has misrepresented itself as such, and continues to do so today. Thereby, Counterclaim Defendant West Bengal Society has been misleading, and continues to mislead, ISKCON members and Krishna Consciousness

devotees, and appropriating and/or converting funds and resources rightfully belonging to or intended for ISKCON.

56. The result of this conspiracy by the past and current members of the Counterclaim Defendant West Bengal Society and its cohorts has been that

- a. ISKCON devotees have been misled to believe that Counterclaim Defendant West Bengal Society is affiliated with, and/or is the controlling authority of ISKCON, and to donate money, services, and other resources to Counterclaim Defendant West Bengal Society instead of ISKCON;
- b. ISKCON has been deprived annually of tens of millions of dollars in liquid funds and other property which rightfully belong to, or are intended for, ISKCON;
- c. ISKCON has been deprived of its rights as the beneficiary of the BBT, and those funds amounting to hundreds of millions of dollars have been diverted to other organizations for the benefit of the Counterclaim Defendant West Bengal Society or others personally;
- d. ISKCON has been defamed and slandered in the eyes of the public due to the misconduct of various Counterclaim Defendant West Bengal Society members passing off as ISKCON “gurus”; and
- e. By misrepresenting themselves as the “Governing Body Commission of ISKCON”, and/or “ecclesiastical authorities” of the

Krishna Consciousness movement, Counterclaim Defendants have caused and continue to cause great harm to ISKCON.

57. This lawsuit is part of Counterclaim Defendants' ongoing conspiracy to injure and damage ISKCON. They have sought to interfere with ISKCON's duly elected management, undermined the congregation, and inflicted tremendous loss and injury upon ISKCON, and upon counterclaim plaintiffs Doaman and Bonomo. Counterclaim Defendants have done so intentionally, in order to appropriate/convert all ISKCON assets, funds, and resources to themselves to the exclusion of ISKCON.

#### Counterclaim I

(Passing Off)

58. Counterclaim Plaintiffs reiterate the contents of the paragraphs hereinabove.

59. Counterclaim Defendant West Bengal Society has been passing off as affiliated with, and as being the governing body and controlling authority of ISKCON, and continues to do so today. As a result, the public and devotees have been, and continue to be misled, and to confuse Counterclaim Defendant West Bengal Society as connected with ISKCON and make donations, payments, and other resources to Counterclaim Defendant West Bengal Society. In fact, Counterclaim Defendant West Bengal Society has no temporal, spiritual, or any other relationship with ISKCON.

60. Counterclaim Defendant West Bengal Society's passing off as ISKCON has resulted in significant damage and injury to ISKCON.

Counterclaim Defendant West Bengal Society is therefore liable to pay compensatory damages to ISKCON in such amount as may be determined after discovery and trial.

61. Counterclaim Defendant West Bengal Society's conduct was wanton, wilful, systematic, in reckless disregard of their statutory and other duties, tantamount to criminal indifference to civil obligations, and unconscionable. Accordingly, Counterclaim Defendant West Bengal Society is liable to pay ISKCON punitive damages under New York law.

#### Counterclaim II

(Fraudulent Interference With Goodwill)

62. Counterclaim Plaintiffs reiterate the contents of the paragraphs hereinabove.

63. By their misconduct aforesaid, Counterclaim Defendants have fraudulently and intentionally interfered with ISKCON's goodwill, and continue to do so today. This has resulted, and continues to result, in significant damages and injury to ISKCON.

64. Counterclaim Defendant West Bengal Society is therefore liable to pay compensatory damages to ISKCON in such amount as may be determined after discovery and trial.

65. Counterclaim Defendant West Bengal Society's conduct was wanton, wilful, systematic, in reckless disregard of their statutory and other duties, tantamount to criminal indifference to civil obligations, and

unconscionable. Accordingly, Counterclaim Defendant West Bengal Society is liable to pay ISKCON punitive damages under New York law.

### Counterclaim III

#### (Conversion)

66. Counterclaim Plaintiffs reiterate the contents of the paragraphs hereinabove.

67. At all relevant times, ISKCON had the right to possession of property detailed above, including without limitation, real estate held in ISKCON's name, BBT funds, and the property at 26 Rose Street.

68. Counterclaim Defendants had no right, title, or interest in the said property. Nevertheless, they obtained possession, converted and sold the property, and retained the proceeds. Counterclaim Defendants exercised dominion over such property, and/or interfered with ISKCON's dominion, in wilful and wrongful derogation of ISKCON's rights to such property. Counterclaim Defendants' actions interfered with and were in defiance of ISKCON's superior property and possessory rights therein.

69. Counterclaim Defendants are therefore bound to return all such property as is still in his/its/their possession, and/or turn over all money received therefor, and further liable to pay compensatory damages in such amount as may be determined after discovery and trial.

70. Counterclaim Defendants' conduct was wanton, wilful, systematic, in reckless disregard of their statutory and other duties, tantamount to criminal indifference to civil obligations, and unconscionable. Accordingly,



Counterclaim Defendants are also liable to pay ISKCON punitive damages under New York law.

Counterclaim IV

(Aiding and Abetting Breach of Fiduciary Obligations)

71. Counterclaim Plaintiffs reiterate the contents of the paragraphs hereinabove.

72. At all relevant times, Counterclaim Defendants aided and abetted each other, and others whose identity is known only to said Counterclaim Defendants, in wrongful acts. Such wrongful acts included the breach of fiduciary obligations by ISKCON officers and/or trustees, that caused damages and injuries to ISKCON. Counterclaim Defendants were well aware of their role as part of the overall illegal or tortious activity at the time that the assistance was provided by them. Further, Counterclaim Defendants knowingly and substantially assisted such breach of fiduciary obligations.

73. Counterclaim Defendants did so in order to benefit themselves and their cohorts, and convert ISKCON's assets and property to themselves.

74. Counterclaim Defendants are therefore liable to pay compensatory damages to ISKCON for aiding and abetting breaches of fiduciary obligations in such amount as may be determined after discovery and trial.

75. Counterclaim Defendants' conduct was wanton, wilful, systematic, in reckless disregard of their statutory and other duties, tantamount to criminal indifference to civil obligations, and unconscionable. Accordingly,

Counterclaim Defendants are also liable to pay ISKCON punitive damages under New York law.

Counterclaim V

(Aiding and Abetting Conversion)

76. Counterclaim Plaintiffs reiterate the contents of the paragraphs hereinabove.

77. At all relevant times, Counterclaim Defendants aided and abetted each other, and others whose identity is known only to said Counterclaim Defendants, in conversion of ISKCON property, which wrongful acts caused an injury to ISKCON. Counterclaim Defendants were well aware of their role as part of the overall illegal or tortious activity at the time that the assistance was provided by them. Further, Counterclaim Defendants knowingly and substantially assisted such conversion.

78. Counterclaim Defendants are therefore liable to pay compensatory damages to ISKCON for aiding and abetting conversion in such amount as may be determined after discovery and trial.

79. Counterclaim Defendants' conduct was wanton, wilful, systematic, in reckless disregard of their statutory and other duties, tantamount to criminal indifference to civil obligations, and unconscionable. Accordingly, Counterclaim Defendants are also liable to pay ISKCON punitive damages under New York law.

## Counterclaim VI

### (Concerted Action)

80. Counterclaim Plaintiffs reiterate the contents of the paragraphs hereinabove.

81. Counterclaim Defendants had an agreement or understanding between themselves, whether express or tacit, to participate in a common plan or design to commit the aforesaid tortious acts. Each person acted tortiously, and committed a tort in pursuance of the said agreement or understanding. Accordingly, the actions of each person are attributable to every other person.

82. In furtherance of their agreement/understanding/conspiracy,

- a. Counterclaim Defendants and their cohorts held annual meetings in India and other meetings elsewhere, pretending to be the controlling authority of ISKCON. In such meetings and communication, they agreed upon various decisions concerning, inter alia, allocation of various ISKCON property and assets amongst themselves;
- b. Counterclaim Defendants conspired to, and did, convert ISKCON and BBT assets as well as the goodwill and tangible resources intended for ISKCON and BBT, including temples, book sales, and all types of income and donations made and intended for ISKCON;
- c. Counterclaim Defendants set up look alike entities deceptively resembling ISKCON, including without limitation, Counterclaim

Defendant West Bengal Society, which entities collected (and remitted to Counterclaim Defendant West Bengal Society) funds and resources meant and intended for ISKCON;

- d. Counterclaim Defendants transferred assets out from ISKCON over the years, and claimed and retained ongoing revenues over the years;
- e. Counterclaim Defendants violated requirements of the BBT Trust, ISKCON's rights, as well as DOM requirements, and used assets and incomes for purposes other than the benefit of ISKCON and BBT; and
- f. Counterclaim Defendants routinely silenced any person who questioned their misconduct by removal, barring, excommunication, and other abusive actions, which has resulted in several scandals which have besmirched the good name and reputation of ISKCON.

83. As a result of the aforesaid concerted actions, ISKCON has sustained, and continues to sustain, injury and damages. Counterclaim Defendants are liable to pay ISKCON compensatory damages in such amount as may be appropriate after discovery and trial.

84. Counterclaim Defendants' conduct was wanton, wilful, systematic, in reckless disregard of their statutory and other duties, tantamount to criminal indifference to civil obligations, and unconscionable. Accordingly, Counterclaim Defendants are also liable to pay ISKCON punitive damages under New York law.

Count VII

(Civil Conspiracy)

85. Counterclaim Plaintiffs reiterate the contents of the paragraphs hereinabove.

86. Counterclaim Defendants conspired with each other, and other(s) whose identity is known only to them at this time, to participate in a common plan or design to commit the aforesaid tortious acts. Each of them acted tortiously, and one or more of the said persons committed tort(s) in pursuance of the agreement or understanding. Accordingly, the actions of each person are attributable to every other person.

87. Counterclaim Defendants are therefore liable for civil conspiracy in compensatory damages in such amount as may be appropriate after discovery and trial.

88. Counterclaim Defendants' conduct was wanton, wilful, systematic, in reckless disregard of their statutory and other duties, tantamount to criminal indifference to civil obligations, and unconscionable. Accordingly, Counterclaim Defendants are also liable to pay ISKCON punitive damages under New York law.

WHEREFORE, counterclaim plaintiffs ISKCON, Doaman and Bonomo, demand judgment:

- a. Declaring that Counterclaim Defendant West Bengal Society is not affiliated with, and has no connection with, or authority over, ISKCON;

- b. Issuing a permanent injunction and order restraining Counterclaim Defendant West Bengal Society, and any and every person acting on its behalf or in concert with it, from representing or claiming to be the “Governing Body Commission of ISKCON”, “Governing Body Commission of International Society for Krishna Consciousness”, “West Bengal Society of ISKCON”, or “West Bengal Society of the International Society for Krishna Consciousness” or using any similar name which could be reasonably interpreted as having any temporal, spiritual, or other relationship with ISKCON;
- c. Directing the Counterclaim Defendant West Bengal Society to transfer all funds and assets received from the BBT or its successors in title, to ISKCON;
- d. Directing the Counterclaim Defendant West Bengal Society to provide an accounting for all assets and property which were rightfully belonging to ISKCON but were converted by the West Bengal Society or its members;
- e. Directing the Counterclaim Defendant Kelley to provide an accounting for all assets and property which were rightfully belonging to ISKCON but were converted by him or persons acting in concert with him;
- f. Awarding compensatory and punitive damages in such amount, not less than \$1 billion, as may be determined after discovery and trial; and

g. For such further and other reliefs as may be found just and proper.

Demand for Jury Trial

Counterclaim Plaintiffs demand a right to trial by jury.

Dated: New York, New York  
April 13, 2007

**Chittur & Associates, P.C.**

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