CAUTION: THIS DOCUMENT HAS NOT YET BEEN REVIEWED BY THE COUNTY CLERK. (See below.)

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

JEFFREY JON BERNEY, BARBARA MAZOR, DEIRDRE LEVY, SAREDE RACHEL SWITZER, and NORA KOGAN,

Plaintiffs,

- against -

PARK SLOPE FOOD COOP, INC., TIM HOSPODAR, TESS BROWN-LAVOIE, KEYIAN VAFAI, TAYLOR PATE, BRANDON WEST, JOSEPH SZLADEK, and JOHN AND JANE DOES 1–20,

Defendants.

Index No. _____/_____

Date Index No. Purchased:
September 28, 2026

SUMMONS

TO THE ABOVE-NAMED DEFENDANT: PARK SLOPE FOOD COOP, INC.

PLEASE TAKE NOTICE THAT YOU ARE HEREBY SUMMONED to answer the complaint of the plaintiffs herein and to serve a copy of your answer on the plaintiffs' attorneys at the address indicated below within 20 days after the service of this Summons (not counting the day of service itself), or within 30 days after service is complete if the Summons is not delivered personally to you within the State of New York.

YOU ARE HEREBY NOTIFIED THAT should you fail to answer, a judgment will be entered against you by default for the relief demanded in the complaint.

Dated: New York, New York
September 28, 2026

NATIONAL JEWISH ADVOCACY CENTER

By: /s/ *Alan H. Scheiner*
Alan H. Scheiner
Mark Goldfeder
Ben Schlager
3 Times Square, Suite 512
New York, NY 10036
Tel. (332) 278-1100 ext. 754
alan@njaclaw.org
Attorneys for Plaintiffs

Defendant's Address: Park Slope Food Coop, Inc., 782 Union Street, Brooklyn, New York 11215

Venue: Plaintiffs designate Kings County as the place of trial. The basis of this designation is:

☒ Other -- Describe: Defendant Park Slope Food Coop, Inc.'s principal place of business is in Kings County. CPLR 503(a), (c).

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

JEFFREY JON BERNEY, BARBARA MAZOR, DEIRDRE LEVY, SAREDE RACHEL SWITZER, and NORA KOGAN,

Plaintiffs,

- against -

PARK SLOPE FOOD COOP, INC., TIM HOSPODAR, TESS BROWN-LAVOIE, KEYIAN VAFAI, TAYLOR PATE, BRANDON WEST, JOSEPH SZLADEK, and JOHN AND JANE DOES 1–20,

Defendants.

Index No. _____/_____

Date Index No. Purchased:
September 28, 2026

SUMMONS

TO THE ABOVE-NAMED DEFENDANT: TIM HOSPODAR

PLEASE TAKE NOTICE THAT YOU ARE HEREBY SUMMONED to answer the complaint of the plaintiffs herein and to serve a copy of your answer on the plaintiffs' attorneys at the address indicated below within 20 days after the service of this Summons (not counting the day of service itself), or within 30 days after service is complete if the Summons is not delivered personally to you within the State of New York.

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Mark Goldfeder
Ben Schlager
3 Times Square, Suite 512
New York, NY 10036
Tel. (332) 278-1100 ext. 754
alan@njaclaw.org
Attorneys for Plaintiffs

Defendant's Address: Tim Hospodar, c/o Park Slope Food Coop, Inc., 782 Union Street, Brooklyn, New York 11215

Venue: Plaintiffs designate Kings County as the place of trial. The basis of this designation is:

☒ Other -- Describe: Defendant Park Slope Food Coop, Inc.'s principal place of business is in Kings County. CPLR 503(a), (c).

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

JEFFREY JON BERNEY, BARBARA MAZOR, DEIRDRE LEVY, SAREDE RACHEL SWITZER, and NORA KOGAN,

Plaintiffs,

- against -

PARK SLOPE FOOD COOP, INC., TIM HOSPODAR, TESS BROWN-LAVOIE, KEYIAN VAFAI, TAYLOR PATE, BRANDON WEST, JOSEPH SZLADEK, and JOHN AND JANE DOES 1–20,

Defendants.

Index No. _____/_____

Date Index No. Purchased:
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SUMMONS

TO THE ABOVE-NAMED DEFENDANT: TESS BROWN-LAVOIE

PLEASE TAKE NOTICE THAT YOU ARE HEREBY SUMMONED to answer the complaint of the plaintiffs herein and to serve a copy of your answer on the plaintiffs' attorneys at the address indicated below within 20 days after the service of this Summons (not counting the day of service itself), or within 30 days after service is complete if the Summons is not delivered personally to you within the State of New York.

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September 28, 2026

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Alan H. Scheiner
Mark Goldfeder
Ben Schlager
3 Times Square, Suite 512
New York, NY 10036
Tel. (332) 278-1100 ext. 754
alan@njaclaw.org
Attorneys for Plaintiffs

Defendant's Address: Tess Brown-Lavoie, c/o Park Slope Food Coop, Inc., 782 Union Street, Brooklyn, New York 11215

Venue: Plaintiffs designate Kings County as the place of trial. The basis of this designation is:

☒ Other -- Describe: Defendant Park Slope Food Coop, Inc.'s principal place of business is in Kings County. CPLR 503(a), (c).

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

JEFFREY JON BERNEY, BARBARA MAZOR, DEIRDRE LEVY, SAREDE RACHEL SWITZER, and NORA KOGAN,

Plaintiffs,

- against -

PARK SLOPE FOOD COOP, INC., TIM HOSPODAR, TESS BROWN-LAVOIE, KEYIAN VAFAI, TAYLOR PATE, BRANDON WEST, JOSEPH SZLADEK, and JOHN AND JANE DOES 1–20,

Defendants.

Index No. _____/_____

Date Index No. Purchased:
September 28, 2026

SUMMONS

TO THE ABOVE-NAMED DEFENDANT: KEYIAN VAFAI

PLEASE TAKE NOTICE THAT YOU ARE HEREBY SUMMONED to answer the complaint of the plaintiffs herein and to serve a copy of your answer on the plaintiffs' attorneys at the address indicated below within 20 days after the service of this Summons (not counting the day of service itself), or within 30 days after service is complete if the Summons is not delivered personally to you within the State of New York.

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September 28, 2026

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Alan H. Scheiner
Mark Goldfeder
Ben Schlager
3 Times Square, Suite 512
New York, NY 10036
Tel. (332) 278-1100 ext. 754
alan@njaclaw.org
Attorneys for Plaintiffs

Defendant's Address: Keyian Vafai, c/o Park Slope Food Coop, Inc., 782 Union Street, Brooklyn, New York 11215

Venue: Plaintiffs designate Kings County as the place of trial. The basis of this designation is:

☒ Other -- Describe: Defendant Park Slope Food Coop, Inc.'s principal place of business is in Kings County. CPLR 503(a), (c).

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

JEFFREY JON BERNEY, BARBARA MAZOR, DEIRDRE LEVY, SAREDE RACHEL SWITZER, and NORA KOGAN,

Plaintiffs,

- against -

PARK SLOPE FOOD COOP, INC., TIM HOSPODAR, TESS BROWN-LAVOIE, KEYIAN VAFAI, TAYLOR PATE, BRANDON WEST, JOSEPH SZLADEK, and JOHN AND JANE DOES 1–20,

Defendants.

Index No. _____/_____

Date Index No. Purchased:
September 28, 2026

SUMMONS

TO THE ABOVE-NAMED DEFENDANT: TAYLOR PATE

PLEASE TAKE NOTICE THAT YOU ARE HEREBY SUMMONED to answer the complaint of the plaintiffs herein and to serve a copy of your answer on the plaintiffs' attorneys at the address indicated below within 20 days after the service of this Summons (not counting the day of service itself), or within 30 days after service is complete if the Summons is not delivered personally to you within the State of New York.

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Dated: New York, New York
September 28, 2026

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Mark Goldfeder
Ben Schlager
3 Times Square, Suite 512
New York, NY 10036
Tel. (332) 278-1100 ext. 754
alan@njaclaw.org
Attorneys for Plaintiffs

Defendant's Address: Taylor Pate, c/o Park Slope Food Coop, Inc., 782 Union Street, Brooklyn, New York 11215

Venue: Plaintiffs designate Kings County as the place of trial. The basis of this designation is:

☒ Other -- Describe: Defendant Park Slope Food Coop, Inc.'s principal place of business is in Kings County. CPLR 503(a), (c).

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

JEFFREY JON BERNEY, BARBARA MAZOR, DEIRDRE LEVY, SAREDE RACHEL SWITZER, and NORA KOGAN,

Plaintiffs,

- against -

PARK SLOPE FOOD COOP, INC., TIM HOSPODAR, TESS BROWN-LAVOIE, KEYIAN VAFAI, TAYLOR PATE, BRANDON WEST, JOSEPH SZLADEK, and JOHN AND JANE DOES 1–20,

Defendants.

Index No. _____/_____

Date Index No. Purchased:
September 28, 2026

SUMMONS

TO THE ABOVE-NAMED DEFENDANT: BRANDON WEST

PLEASE TAKE NOTICE THAT YOU ARE HEREBY SUMMONED to answer the complaint of the plaintiffs herein and to serve a copy of your answer on the plaintiffs' attorneys at the address indicated below within 20 days after the service of this Summons (not counting the day of service itself), or within 30 days after service is complete if the Summons is not delivered personally to you within the State of New York.

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Dated: New York, New York
September 28, 2026

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Alan H. Scheiner
Mark Goldfeder
Ben Schlager
3 Times Square, Suite 512
New York, NY 10036
Tel. (332) 278-1100 ext. 754
alan@njaclaw.org
Attorneys for Plaintiffs

Defendant's Address: Brandon West, c/o Park Slope Food Coop, Inc., 782 Union Street, Brooklyn, New York 11215

Venue: Plaintiffs designate Kings County as the place of trial. The basis of this designation is:

☒ Other -- Describe: Defendant Park Slope Food Coop, Inc.'s principal place of business is in Kings County. CPLR 503(a), (c).

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

JEFFREY JON BERNEY, BARBARA MAZOR, DEIRDRE LEVY, SAREDE RACHEL SWITZER, and NORA KOGAN,

Plaintiffs,

- against -

PARK SLOPE FOOD COOP, INC., TIM HOSPODAR, TESS BROWN-LAVOIE, KEYIAN VAFAI, TAYLOR PATE, BRANDON WEST, JOSEPH SZLADEK, and JOHN AND JANE DOES 1–20,

Defendants.

Index No. _____/_____

Date Index No. Purchased:
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SUMMONS

TO THE ABOVE-NAMED DEFENDANT: JOSEPH SZLADEK

PLEASE TAKE NOTICE THAT YOU ARE HEREBY SUMMONED to answer the complaint of the plaintiffs herein and to serve a copy of your answer on the plaintiffs' attorneys at the address indicated below within 20 days after the service of this Summons (not counting the day of service itself), or within 30 days after service is complete if the Summons is not delivered personally to you within the State of New York.

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Mark Goldfeder
Ben Schlager
3 Times Square, Suite 512
New York, NY 10036
Tel. (332) 278-1100 ext. 754
alan@njaclaw.org
Attorneys for Plaintiffs

Defendant's Address: Joseph Szladek, c/o Park Slope Food Coop, Inc., 782 Union Street, Brooklyn, New York 11215

Venue: Plaintiffs designate Kings County as the place of trial. The basis of this designation is:

☒ Other -- Describe: Defendant Park Slope Food Coop, Inc.'s principal place of business is in Kings County. CPLR 503(a), (c).

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

JEFFREY JON BERNEY, BARBARA MAZOR, DEIRDRE LEVY, SAREDE RACHEL SWITZER, and NORA KOGAN	:	Index No.
Plaintiffs,	:	**COMPLAINT**
-against-	:	
PARK SLOPE FOOD COOP, INC., TIM HOSPODAR, TESS BROWN-LAVOIE, KEYIAN VAFAI, TAYLOR PATE, BRANDON WEST, JOSEPH SZLADEK, and JOHN AND JANE DOES 1–20,	:	
Defendants.	:	

PRELIMINARY STATEMENT

1. This action arises from Park Slope Food Coop, Inc.'s ("PSFC" or the "Coop") adoption and implementation of a boycott of goods produced in Israel (the "Boycott"). Plaintiffs challenge both the Boycott itself and the process by which Defendants adopted it. The Boycott was adopted after Defendants disregarded PSFC's Governing Documents, altered voting procedures and thresholds without the required bylaw amendments, suppressed debate, and treated an advisory General Meeting vote as binding. Defendants thereby deprived the members of PSFC ("Members") of rights guaranteed by PSFC's Governing Documents and applicable law and exposed PSFC to substantial legal, financial, operational, and reputational risk.

2. The Boycott prohibits PSFC from purchasing, stocking, or selling goods produced in Israel, including within pre-1967 borders, or in Israeli settlements in what the Boycott refers to

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as the Occupied Palestinian Territory. Goods produced by Palestinians in the Occupied Palestinian Territory are not similarly excluded, and have been sold by PSFC since the Boycott was adopted.

3. The Boycott is *ultra vires* because it is inconsistent with PSFC's economic and cooperative purposes; was adopted through procedures that were not authorized by the Amended Bylaws; and violates New York laws prohibiting discrimination, including N.Y. Executive Law § 296(13).

4. The Boycott arose from a multi-year campaign by a group calling itself "PSFC Members for Palestine" ("M4P") to align PSFC with the international Boycott, Divestment and Sanctions ("BDS") movement. The campaign was accompanied by repeated hostility toward Jewish, Israeli, and pro-Israel Members, including derogatory statements, interference with Members' rightful participation in Coop meetings, and disparate enforcement of PSFC's disciplinary rules.

5. The selective nature of the Boycott, together with the surrounding conduct, supports an inference of discriminatory animus. PSFC has chosen to boycott goods produced in Israel, while not imposing comparable boycotts on goods from other countries that have been accused of serious violations of international law. The Boycott's proponents and other Members also repeatedly singled out "Zionists," Jewish Members, and persons with ties to Israel for criticism and exclusion.

6. Defendants were repeatedly placed on notice of the legal and financial risks. Members objected to the proposed voting procedures; Coop officers warned that the procedures were unlawful; Members supplied information concerning potential membership and revenue losses; and Plaintiffs demanded that the PSFC Board of Directors (the "Board") rescind the challenged actions. The Board nevertheless proceeded.

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7. Plaintiffs seek declaratory, injunctive, equitable, and monetary relief, including declarations that the challenged governance actions are invalid, an injunction against implementation and enforcement of the Boycott, and relief for discrimination under New York State and New York City law.

JURISDICTION AND VENUE

8. This Court has subject-matter jurisdiction under Article VI, § 7 of the Constitution of the State of New York. Plaintiffs seek declaratory relief pursuant to CPLR 3001, injunctive relief, damages, and relief arising under the New York Cooperative Corporations Law, the New York Not-for-Profit Corporation Law as applicable to PSFC through Cooperative Corporations Law § 5, the New York Executive Law, the New York City Administrative Code, the New York Civil Rights Law, and PSFC's Governing Documents.

9. This Court has personal jurisdiction over Defendants because PSFC maintains its principal place of business in Kings County and the individual Defendants reside in and/or transact the relevant Coop affairs within New York.

10. Venue is proper in Kings County under CPLR 503 because PSFC's principal place of business is located there and a substantial part of the events and omissions giving rise to this action occurred at PSFC's premises at 782 Union Street, Brooklyn, New York 11215.

11. This action is properly assigned to the Commercial Division under 22 NYCRR 202.70, including because it concerns the internal affairs of a business organization and breach of contract, and upon information and belief the value of the relief sought and rights to be protected is at least $150,000.

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PARTIES

12. Plaintiff Jeffrey Jon Berney is a Jewish individual residing in Brooklyn, New York, and has been a PSFC Member since December 2004. He has close family members living in Israel. He has purchased Israeli products at PSFC that are now barred by the Boycott, requiring him to purchase some of those products elsewhere at higher prices.

13. Plaintiff Barbara Mazor is a Jewish individual residing in Brooklyn, New York. She has been a PSFC Member since 1989, has immediate family members living in Israel, and was a candidate for election to the PSFC Board at the June 30, 2026 Annual Meeting. On June 4, 2026, PSFC's Dispute Resolution Committee (the "DRC") summarily suspended Mazor and members of her household from shopping at the PSFC Market and participating in PSFC activities before any investigation or opportunity to provide her statement. This suspension purported to prohibit Mazor from "participating in PSFC activities" such as the upcoming election, and therefore Mazor was prevented from electioneering during the final month of her campaign to be elected to the Board. On June 29, 2026, one day before the Annual Meeting where Mazor was running for a Directorship, the suspension was revoked and the complaint closed. Mazor was not elected to the Board. Mazor has purchased Israeli products at PSFC that are now barred by the Boycott and has consequently purchased some of those products elsewhere at higher prices.

14. Plaintiff Deirdre Levy is a Jewish individual residing in Brooklyn, New York, and has been a PSFC Member since 2008. She has purchased Israeli products at PSFC that are now barred by the Boycott, requiring her to purchase some of those products elsewhere at higher prices.

15. Plaintiff Sarede Rachel Switzer is a Jewish individual residing in Brooklyn, New York, and has been a PSFC Member since 2005. She has purchased Israeli products at PSFC that are now barred by the Boycott, requiring her to purchase some of those products elsewhere at higher prices.

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16. Plaintiff Nora Kogan is a Jewish individual residing in Brooklyn, New York, and has been a PSFC Member since 2001. She is a dual citizen of the United States and Israel, and has purchased Israeli products at PSFC that are now barred by the Boycott, requiring her to purchase some of those products elsewhere at higher prices.

17. Defendant Park Slope Food Coop, Inc. is a cooperative corporation organized under the New York Cooperative Corporations Law, with its principal place of business at 782 Union Street, Brooklyn, New York 11215. PSFC is owned and governed by its Members pursuant to its Certificate of Incorporation, Amended Bylaws, and applicable law.

18. Defendant Brandon West resides in Brooklyn, New York, and, at all relevant times, was a PSFC Director and President of the Board.

19. Defendant Tess Brown-Lavoie resides in Brooklyn, New York, and, at all relevant times, was a PSFC Director who participated in the conduct alleged herein.

20. Defendant Keyian Vafai resides in Brooklyn, New York, and, at all relevant times, was a PSFC Director who participated in the conduct alleged herein.

21. Defendant Tim Hospodar resides in Brooklyn, New York, and was a PSFC Director from June 27, 2023 through June 30, 2026.

22. Defendant Joseph Szladek resides in Brooklyn, New York. He has been PSFC's General Manager since July 2025 and, since that time, has also served as an unelected Director and Board member designated by the Board.

23. Defendant Taylor Pate (named as a defendant for injunctive and declaratory relief only) resides in Brooklyn, New York, and has been a PSFC Director since June 30, 2026.

24. All Directors were also Members of PSFC at all relevant times.

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25. Defendants John and Jane Does 1 through 20 are individuals, including Directors, General Coordinators, officers, committee members, or agents of PSFC, whose identities are presently unknown and who participated in the acts alleged herein. Plaintiffs will seek leave to amend when their identities are ascertained.

FACTUAL ALLEGATIONS

I. PSFC's Mission, Structure, and Governing Rules

26. PSFC is a non-stock cooperative corporation organized under the Cooperative Corporations Law. It admits only natural persons to membership; it provides its services only to Members, and only Members may shop at the PSFC Market; and it makes no distribution of net retained proceeds to anyone other than Members on the basis of their patronage. PSFC is therefore a membership cooperative within the meaning of Cooperative Corporations Law § 3(k), and under Cooperative Corporations Law § 5 the Not-for-Profit Corporation Law governs PSFC except as otherwise provided by the Cooperative Corporations Law.

27. PSFC is a significant commercial retail business. According to the Treasurer's report at the March 31, 2026 General Meeting, PSFC had net sales of approximately $63 million for the fiscal year ending in February 2026. PSFC has more than 16,000 Members. Membership requires a $25 application fee, an initial $100 investment, and periodic work shifts. Members perform more than 82% of the labor at the PSFC Market. Membership is open to members of the public willing to pay the required investment and satisfy the work requirement.

28. PSFC's Amended Bylaws state that its "primary object is not to make profits for itself as such . . . but to provide service and means whereby its members may have the economic advantage of cooperative action." A true and correct copy is annexed as Exhibit A.

29. PSFC's Certificate of Incorporation likewise states that it is formed to provide mutual help to its Members, not for profit, including by acquiring, storing, and distributing food

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and other articles of common use. A true and correct copy of the Certificate of Incorporation posted to PSFC's website is annexed as Exhibit B.

30. The Amended Bylaws vest PSFC's administration and operation in the Board and distinguish the General Meeting from a meeting of the Membership. The General Meeting is a forum through which Members give non-binding advice to the Board.

31. PSFC's Membership Manual confirms that Directors are not required to ratify decisions made by the General Meeting and are legally bound to use their business judgment and act in PSFC's best interests. A true and correct copy is annexed as Exhibit C.

32. The Membership Manual also sets out the International Cooperative Alliance's First Principle, that cooperatives are "open to all persons able to use their services and willing to accept the responsibility of membership without gender, social, racial, political, or religious discrimination," and quotes that principle in PSFC's Anti-Discrimination Policy. PSFC's Mission Statement, also set out in the Membership Manual, provides: "We are committed to diversity and equality. We oppose discrimination in any form. We strive to make the Coop welcoming and accessible to all and to respect the opinions, needs and concerns of every member." *See* Membership Manual §§ II.A–C.

33. Article VI, § 4 provides that: "Except as otherwise provided, all matters shall be decided by a majority vote of those present and voting. All votes shall be cast in person and no proxy voting shall be permitted, except at and only at annual meetings provided, however, that the Board may, by majority vote, direct that a mail ballot be taken on any matter." Article VI, §§ 2 and 5 govern Member advice and parliamentary procedure, including Robert's Rules of Order.

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34. Article X provides that the Amended Bylaws may be amended only by the affirmative vote of two-thirds of the Directors or the Membership voting thereon at a meeting held after due written notice specifying the proposed action and its purpose.

35. PSFC's Guide to the General and Annual Meetings (the "Guide") required a supermajority of at least 75% of Members voting for a boycott proposal. A true and correct copy is annexed as Exhibit D.

36. The Certificate of Incorporation, Amended Bylaws, Membership Manual and Guide together constitute the "Governing Documents" of PSFC and contain the terms of a contract binding upon PSFC and its Members.

II. 2016 Boycott Safeguard

37. In January 2016, PSFC adopted the 75% supermajority requirement for boycotts as a safeguard against using the Coop as a political instrument. PSFC's own account reflects that prior boycotts received at least 81% approval, most by more than 90%.

III. M4P Campaign and Governance Strategy

38. M4P maintained a Signal group chat in which participants discussed the Boycott, hybrid voting, and opposition to Jewish and Zionist Members. The messages included efforts to obtain Coop work openings and committee seats, "pack" General Meetings, and use PSFC's disciplinary machinery against opponents. For example, one participant wrote, "We need to respond to those letters and apply for the work openings" (on or about November 5, 2024), and Damien Neva wrote, "All the same, let's pack the Picnic House" (on or about May 12, 2025).

39. The Signal communications referred to Members opposing the campaign as "the co-op Zionists" (on or about May 16, 2025); described then-General Manager Joe Holtz as "a rabid Zionist" (on or about June 4, 2025); stated in response that "[t]he label Genocide Joe is applicable"

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(on or about June 4, 2025); and included calls for discipline or censure of Members who opposed the campaign's tactics.

40. Damien Neva, a leading BDS activist at PSFC, sent the message, "Long live Yahya Al-Sinwar," in the M4P Signal group (on or about November 5, 2024), a reference to the mass-murderer terrorist who led the October 7, 2023 attack, the deadliest in Jewish history since the Holocaust, in which at least 1,200 people were killed and 251 taken hostage. At least one other participant reacted with approval. Immediately before praising Sinwar, Neva messaged, "that lot does not have the votes to block our campaign" (on or about November 5, 2024). In another message, on or about June 26, 2025, a participant identified as "DN" referred to "the demolition of the zionist entity's invincibility."

41. M4P's campaign was a planned program in which hybrid voting and the repeal of the 75% safeguard were the means to adopt the Boycott, which M4P described in its own communications to its supporters. In a February 2025 email titled "Hybrid vote delayed again! Now possibly April," M4P wrote that "Hybrid GMs will also let us finally vote on boycotting Israel"; that "[w]e will need to win a two-third supermajority vote to pass hybrid GMs"; and that "[a]fter passing hybrid GMs, we need to win two simple majority votes: (1) abolishing the arbitrary 75% supermajority threshold for boycotts (introduced by Zionists in 2016), and then (2) ultimately voting to boycott Israeli products."

42. M4P repeated the same plan in a March 26, 2025 communication announcing the anticipated April 29, 2025 vote on hybrid meetings: "This vote is critical for our campaign. With hybrid meetings in place, we can finally vote on a boycott of Israeli goods without the excuse of not having a sufficiently large meeting space." Under the heading "WHY DOES THIS MATTER FOR THE BOYCOTT?" M4P wrote that "[h]ybrid meetings can bypass Zionist and General

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Coordinator obstruction and allow for a Zoom vote on boycotting Israeli products." Under the heading "WHAT HAPPENS NEXT?" it wrote: "After passing hybrid GMs, we need to win two simple majority votes: 1. Abolishing the arbitrary 75% supermajority threshold for boycotts. 2. Voting to boycott Israeli products." The same communication acknowledged that "[t]he proposal requires us to amend our bylaws; this means we need to win a two-thirds majority vote to enact hybrid GMs."

43. PSFC's leadership understood the purpose of the M4P plan. In a January 7, 2025 *Linewaiters' Gazette* column, the General Coordinators wrote that "PSFC Members for Palestine need the hybrid meeting proposal to pass because it is part of their strategy to boycott Israeli products," and that "[t]heir strategy has three parts, as outlined in their communications: 1. Convert all General Meetings to hybrid. 2. Reduce the boycott vote threshold from 75% to 50%. 3. Vote on boycotting Israeli products."

44. In or about March 2025, the DRC announced that it would not handle complaints connected to "Israel/Palestine/Boycotts." This left complaints by Jewish Members unaddressed while complaints against Jewish Members who opposed the Boycott were later entertained.

45. On or about April 1, 2025, Plaintiff Switzer encountered Member Hima B. Narumanchi while Narumanchi was leafleting outside PSFC in support of hybrid meetings. When Switzer asked about the relationship between hybrid voting and the proposed Boycott, Narumanchi responded, "oh so you support genocide." Switzer reported the incident to the DRC on May 6, 2025. Her complaint explained that she had been called a genocide supporter and subjected to additional harassment while opposing the Boycott. The DRC initially refused to handle the complaint because the Coop was involved in legal proceedings concerning Israel/Palestine and

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boycotts. Approximately 108 days after Switzer submitted her complaint, the DRC reversed course, opened an investigation, and apologized for the delay.

IV. April–September 2025: Push for Hybrid Voting

46. On April 7–8, 2025, Jewish male Coop Member Doe ("Member Doe") requested information from then-General Manager Holtz concerning PSFC's boycott history, membership, and financial data. The request alerted PSFC's leadership to the potential financial consequences of a boycott.

47. On April 29, 2025, PSFC held a General Meeting concerning hybrid meetings. The meeting had originally been scheduled at City Tech to accommodate a vote on hybrid meetings, but after the venue canceled the reservation, it was moved to the smaller Picnic House and the hybrid item was removed from the agenda.

48. At the April 29 meeting, the meeting was cut short after M4P Member John Caramichael moved to end it, a motion seconded by M4P Members who had filled the Picnic House.

49. Immediately after the meeting, the Board convened. Director Brown-Lavoie chaired the meeting, and Director Vafai moved that the Board issue a mail ballot to collect Members' advice concerning the hybrid-meeting proposal and place the proposal on the same ballot as the June Board election. Directors Brown-Lavoie, Vafai, and Hospodar voted in favor; then-General Manager Joe Holtz and Director Imani Q'ryn voted against.

50. The Board took that action even though the matter had not been noticed on the General Meeting agenda and before receiving the Members' advice as required by PSFC's governing procedures.

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51. PSFC officers and a Director objected on the record. David Moss, Secretary of the PSFC committee whose members chair General Meetings (the "Chair Committee"), warned that a vote taken under such circumstances was illegal and could lead to litigation. Director Q'ryn stated that Members had not known a hybrid-meeting vote would occur because the agenda had changed. Then-General Manager Holtz stated that the Board had historically received Members' advice before a referendum and that the Board was skipping that step.

52. On or about April 29, 2025, a BDS activist Member referred to "right wing Jewish extremists" as interfering in Coop affairs. At a later DRC-directed mediation of an antisemitism complaint, the same activist called the complaint an exercise of "Jewish privilege."

53. The day after the Board's April 29, 2025 action to propose a hybrid-meeting referendum, a participant in the M4P Signal group celebrated the successful insertion of the hybrid voting proposal into the Board's agenda without the necessary prior notice: "Keyian then introduced to the board for a simple majority vote a motion to include a referendum on hybrid voting along with the board of directors ballot next month. It passed with yeas from Keyian, Tess, and Tim, and nays from Imani and Joe. We checkmated them last night, they didn't see it coming."

54. PSFC's Governing Documents required prior notice to Members of proposals before they could be adopted by the Board, and no prior notice was given of the proposed hybrid-meeting referendum. The Amended Bylaws Art. VI, § 2, at 5, provide: "The membership shall be given notice of each such meeting prior to such meeting. The directors shall inform those members who shall be present of the nature of the business to come before the directors and receive the advice of the members on such matters." The Guide § IV.C, at 2, states: "The Agenda Committee will assemble the items, prioritize them, and submit them for publication in the *Linewaiters' Gazette* to be made available 5 to 12 days prior to the General Meeting date." Under § IV.A, the

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Agenda Committee "impartially sets the agenda of the General Meeting." In addition, the Guide Preamble states: "When the Coop incorporated, the members decided that the Board of Directors (BOD) would be required to meet openly and vote only on issues that were taken up and voted on by the membership. This decision is reflected in our bylaws . . . ." Guide § V states: "The Board of Directors votes on all decisions that were made at the GM." In short, the Board is not authorized to vote on matters without prior notice to Members and a vote by Members on the proposal.

55. PSFC leadership has taken inconsistent positions on whether they could enact hybrid meetings without amending the Bylaws. After deciding to hold a referendum to amend the Bylaws on April 29, 2025, to allow hybrid meetings, on May 23, 2025, then-General Manager Holtz advised Members that in fact no amendment to the Bylaws was required, according to legal advice. But nevertheless, PSFC proceeded to hold the proposed referendum to amend the Bylaws.

56. On June 4, 2025, the day the hybrid referendum opened, then-General Manager Holtz emailed Members that "PSFC Members for Palestine, and the Board members they support, have a clear strategy: first, to pass hybrid meetings; then, to lower the boycott threshold from 75% to just 51%."

57. On June 24, 2025, a proposed bylaw amendment authorizing virtual presence and voting received 4,321 of 6,504 votes, or 66.436%, in favor, and 2,183, or 33.564%, opposed. The proposal therefore fell fifteen votes short of the two-thirds vote required by Article X. PSFC's approved minutes record that "[t]he vote to amend the bylaws failed to reach the required two-thirds majority (66.67%)."

58. On July 14, 2025, Members wrote to PSFC's Agenda Committee and General Coordinators objecting that a candidate for the Agenda Committee was an activist in the Boycott campaign. General Coordinator Ann Herpel replied to the membership that the Members'

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accusations were "unfounded"; that a Member's statement that the Committee would receive "many more emails about this" was "uncooperative and constitutes harassment"; and requested that the Members "stop this campaign."

59. On July 21, 2025, a Member wearing a "Peace, Love, Israel" shirt was told that the shirt was "disgusting" and that the Member was "a racist and a genocide supporter" who should leave the Coop. PSFC canceled the Member's shift and, upon information and belief, the harasser was not disciplined.

60. On July 29, 2025, at a General Meeting, Jewish male Coop Member Roe ("Member Roe") informed other Members that an Agenda Committee candidate, a Chair Committee member, and Directors Keyian Vafai and Tess Brown-Lavoie were activists in M4P, and that M4P was following a plan to control all Coop governance structures in order to implement a Boycott. After that statement, Member Roe was interrupted and told that he was not allowed to make those statements. He also intended to inform Members that Director candidates Dan Kaminsky and Taylor Pate were M4P activists, but before he could make that statement, his microphone was cut off and Chair Committee member David Moss directed Member Roe to leave the meeting.

61. PSFC's draft minutes of the July 29, 2025 General Meeting recorded that "[t]he Chair Committee asked the member who made accusations about the member running for an Agenda Committee seat to leave the meeting." That sentence was deleted from the approved minutes that PSFC publishes, which state as to the entire Open Forum only that "Members raised various topics and the meeting discussed them." Every other section of the two versions is identical.

62. On or about September 16, 2025, PSFC's official publication published a letter branding Member Roe part of an "extremist Zionist faction and IDF apologist," and accusing

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Member Roe of "intellectual depravity," being "morally abhorrent," and being "spiritually disfigured." The letter was ultimately removed after litigation was threatened.

63. On or about September 18, 2025, a Member served the Board and General Coordinators with a Notice of Objection and Demand challenging the earlier actions in favor of hybrid meetings on April 29, 2025, June 4, 2025, and June 24, 2025, as *ultra vires* departures from the Amended Bylaws. The challenged actions were not corrected.

64. On or about September 30, 2025, rather than treat the June vote as a failed bylaw amendment, the Board re-characterized the same measure as a simple-majority "proposal," asserting, without disclosing the purported legal opinion or any reasoning, that hybrid meetings required only a simple majority. The Board disregarded its prior submission of the measure to Members as a bylaw amendment requiring a two-thirds vote and the finding in the minutes of PSFC's July 29, 2025 General Meeting that, "[s]ince a bylaws amendment requires a two-thirds majority, the measure did not pass."

65. Instead, PSFC's published agenda announcement for the September 30 meeting merely asserted that "[h]ybrid meetings only required a simple majority to pass, but the agenda item was listed as an amendment due to a misunderstanding." Director Vafai moved to accept the purported "Members' advice" on the 66.436% vote. Directors West, Brown-Lavoie, Hospodar, and Vafai voted in favor; Director Husum [1]voted against; and General Manager Szladek abstained. According to an October 28, 2025 report in the *Linewaiters' Gazette*, when abstaining, Szladek stated that he "respect[ed] the members' majority vote for hybrid" and "recognize[d] the Board's legal authority to act, though far outside of Coop norms." He continued: "I am deeply concerned about again breaking 50 years of precedent; I am equally concerned about hybrid becoming

[1] Director Lynn Husum is not a defendant. She was elected a PSFC Director on June 24, 2025.

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entangled with divisive issues and forming the foundation for future governance; and I believe protecting norms and process is essential to the long-term health of the Coop." Nevertheless, Szladek implemented the Board's *ultra vires* decision to impose hybrid, and later fully remote, meetings and voting on the Members of PSFC.

66. Members repeatedly demanded that the Directors disclose the legal opinion or other basis for their conclusion that amendment of the Amended Bylaws was not required. On September 29, 2025, the day before the Board's vote, a Member served four Directors and the General Manager, by name, with a written demand that the purported legal opinion be disclosed to the membership. After the vote, Members renewed that demand directly to the Board at the General Meetings of January 27, 2026, February 24, 2026, and March 31, 2026, each of which is reflected in PSFC's own minutes or recordings. The Directors never responded to any of these demands. PSFC has never disclosed the legal opinion, identified the attorneys who are said to have given it, or stated the reasoning on which it rests.

67. After its September 30, 2025 vote, the Board charged the Chair Committee with implementing hybrid meetings, and beginning with the first hybrid General Meeting on February 24, 2026, PSFC permitted internet-based voting at General Meetings despite objections that remote and electronic voting violated the Amended Bylaws and applicable law. The Amended Bylaws require "in person" voting, except for proxy voting at annual meetings, or, where the Board so directs by majority vote, a "mail ballot" on any matter. Ex. A, Amended Bylaws, Art. VI, § 4. As of May 26, 2026, PSFC had not adopted procedures in the Amended Bylaws, Manual or Guide governing the conduct of internet, hybrid or fully remote meetings, and neither the Board nor the Members had ever approved fully remote meetings for Members or the Board. The Not-for-Profit Corporation Law states: "Meetings of members may be held at such place, within or without this

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state, as may be fixed by or under the by-laws or, if not so fixed, as determined by the board of directors. The board of directors may, **unless otherwise restricted by the certificate of incorporation or the by-laws**, in its sole discretion, determine that meetings of members be held partially or solely by means of electronic communication, the electronic service and/or platform by which the meeting is held shall be the place of the meeting for purposes of this article if a meeting is held solely by means of electronic communication." N-PCL § 603(a) (emphasis added). Therefore, N-PCL § 603(a) did not permit the Board to supersede the in-person meeting requirement of the Amended Bylaws. (In the alternative, the Business Corporation Law would also require an amendment of the Bylaws before internet meetings and voting could be permitted.)

68. Even if N-PCL § 603(a) permitted the Board to allow a fully remote meeting (which it did not), PSFC and its Directors did not comply with its further requirements that "Meetings conducted partially or solely by means of electronic communications in reliance upon this paragraph and any member's electronic participation in such meetings shall be subject to those guidelines and procedures as the board adopts, provided the board shall implement reasonable measures to: (1) verify that each person participating electronically is a member or a proxy of a member; (2) provide each member participating electronically with a reasonable opportunity to participate in the meeting, including an opportunity to propose, object to, and vote upon a specific action to be taken by the members, and to see, read or hear the proceedings of the meeting substantially concurrently with those proceedings; and (3) record and maintain a record of any votes or other actions taken by electronic communication at the meeting." N-PCL § 603(a). (In the alternative, the Business Corporation Law would also require an amendment of the Bylaws before internet meetings and voting could be permitted.)

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69. On or about May 5, 2026, more than sixty PSFC staff Members, described as more than 80% of approximately seventy full-time employees, published a letter requesting a referendum allowing every Member to vote by email ballot. The Board and Chair Committee declined to submit the Boycott to a full Membership referendum.

70. Later, just before the May 26, 2026 meeting on the Boycott proposal, M4P emailed its supporters "VOTE YES on RESTORING SIMPLE MAJORITY for boycotts" and "VOTE YES on BOYCOTTING products from Israel and illegal Israeli settlements," and stated that "[w]e support the decision to go all-virtual because all-virtual will make tabulating ballots much faster and prevent disruptions."

71. PSFC's Guide requires a Chair Committee member not to chair a meeting where the member has the "appearance of a conflict of interest with a proposal on the agenda." Before the May 26 meeting, Members demanded that Genevieve Yue and Sofia Montgomery, both organizers of M4P, recuse themselves from conducting the Boycott meeting. That demand was disregarded.

V. Financial and Legal Warnings

72. On May 25, 2026, Plaintiff Mazor sent the Directors a summary of a survey projecting that approximately 37% of surveyed Members opposed to the Boycott would resign and request refunds of their Member deposits, and expressly invoked the Directors' fiduciary duties. The survey also projected that approximately 1,300 Members would stop shopping at PSFC and that sales could decline by approximately 13%, potentially reaching 16% to 20%.

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73. On May 26, 2026, PSFC's Treasurer's Report separately warned that if 10% of Members left, PSFC could lose approximately $6.5 million in revenue and $1.3 million in gross margin.

74. PSFC's leadership also had notice of legal risk. Counsel for another New York cooperative, Greenstar, in Ithaca, New York, had advised that a boycott of Israeli goods would likely violate the New York State Human Rights Law. PSFC's own General Coordinators had warned of litigation, lost membership, and lost revenue.

75. Upon information and belief, the Directors did not disclose or adequately evaluate material information concerning the Boycott's financial implications before the Board adopted it.

VI. Adoption of the Illegal Boycott

76. Following M4P's agenda, on May 26, 2026, Members first voted on whether to reduce the longstanding 75% supermajority requirement for a boycott to a simple majority; a majority (but not the 75% supermajority) voted to rescind the requirement. This vote was invalid because it was performed entirely remotely, in violation of the Amended Bylaws.

77. A short time later, without any debate, approximately 67% voted for the Boycott. The Board immediately adopted both the reduction of the threshold and the Boycott as PSFC policy at the same meeting, with only one dissenting vote. This vote was held during an entirely remote Board meeting, in violation of the Amended Bylaws requirement for in-person voting. The Boycott was also adopted with the participation and votes of Directors Keyian Vafai and Tess Brown-Lavoie, who should have been recused because they were, upon information and belief, activists in M4P with conflicts of interest due to their involvement in the Boycott campaign. General Manager Szladek, who abstained from voting, told the Board members that "80% of the staff wanted this to be a referendum we've only heard from . . . about 25 of the entire co-op and

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so I just wanted to clarify that my abstention is related to this . . . not giving [a] chance to you know make their referendum and to have this voted on by the entire membership." Director West responded that Szladek should have raised that point during the General Meeting, but otherwise there was no response.

78. Because the Boycott received only approximately 67% support, it would not have passed under the applicable 75% requirement.

79. Although the Board had authorized "hybrid" meetings, the May 26 General Meeting and Board meetings were conducted entirely through a remote Zoom webinar, with no in-person component for Members or Directors, and Members voted by anonymous electronic poll. The Chair stated on the record that "there's no in-person meeting happening tonight."

80. More than 6,000 Members registered for the remote meeting. The remote voting process was affected by technical problems. Members reported being unable to see or access the poll, being shown a leftover "practice poll," and receiving error messages. The Chair Committee Secretary asked participants not to raise their hands, and, upon information and belief, at least one Member referred to the voting mechanism as "a shit show." A Member estimated that more than 1,000 Members who had signed on could not participate, and an objection that Members were being disenfranchised was ruled out of order.

81. Before debate on the Boycott, a Member moved to "end discussion and proceed directly to a vote." The motion passed even though a Chair Committee member observed, "There's been no discussion at all." Chair Committee member Maribeth Batcha objected that in fifteen years of chair meetings she had never seen discussion terminated before it began. The motion was unlawfully approved by an entirely remote vote in violation of the Amended Bylaws. Prohibiting debate was also invalid under the Amended Bylaws Art. VI, § 2, which requires the Board to

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"receive the advice of the members on such matters." In addition, if the remote meeting had been otherwise legally valid (which it was not), prohibiting debate would violate N-PCL § 603(a), which requires the Board to allow members the opportunity to "object to" proposals to be acted upon.

82. During discussion of the proposal to reduce the 75% supermajority requirement, a Member moved that all boycotts be submitted to a full Membership referendum. That motion was not decided on its merits; the Chair instead put the question of "germaneness" to a vote and ruled the referendum motion "not germane."

VII. Additional Discriminatory Conduct

83. The Boycott singles out Israel. PSFC has not imposed comparable boycotts on goods from Russia, China, Sudan, Myanmar, Ethiopia, or other countries that have been accused of serious violations of international law. This selective targeting, considered together with the surrounding conduct, supports an inference of discriminatory animus.

84. The express terms of the Boycott as adopted stated: "Until Israel complies with international law, including by ceasing unlawful discriminatory practices, in its treatment of Palestinians, the Coop will not sell goods produced in Israel (pre-1967 borders) or in Israeli settlements in the Occupied Palestinian Territory." Thus, the Boycott's stated terms provide that the PSFC Market will not sell goods produced in Israel, including within pre-1967 borders, or in Israeli settlements in what the Boycott refers to as the Occupied Palestinian Territory. Goods produced by Palestinians in the Occupied Palestinian Territory are not similarly excluded and have been sold by PSFC since the Boycott was enacted.

85. The boycotted products include goods associated with Israeli producers such as Al Arz, Soom, Seed and Mill, Dorot Gardens, ecoLove, Sindyanna of Galilee, and Osem. The Boycott therefore falls principally on Israeli producers and persons of Israeli national origin.

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86. The Boycott's target is inseparable from Jewish identity. The bond between the Jewish people and the Land of Israel is a constitutive element of Judaism as a religion and of Jewishness as an ancestry, and it predates the modern State of Israel by roughly three thousand years. Jewish law directs that prayer be recited facing Jerusalem. The daily liturgy petitions for the rebuilding of Jerusalem, and both the Passover Seder and the Yom Kippur service close with the words "Next year in Jerusalem." The Jewish festival calendar follows the agricultural cycle of the Land of Israel; the grace recited after every meal gives thanks for the Land of Israel; and Jewish law attaches religious obligations to produce grown there that attach to produce grown nowhere else. The word "Zionism" itself derives from Zion, a biblical name for Jerusalem. For Jews, Israel is the place to which their scripture, their prayers, and their ancestry point, and it has been so in every generation. For many Members, and most Jewish people, Zionism, the belief that the Jewish people have the right to self-determination in their ancestral homeland, is an important part of their Jewish identity.

87. That bond is a lived fact for Plaintiffs and for American Jews generally. Plaintiffs Berney and Mazor have close family in Israel, Plaintiff Switzer has family there, and Plaintiff Kogan is a citizen of Israel. The Pew Research Center's national survey of American Jews, conducted in 2019 and 2020 and published in 2021, found that 45% of American Jews consider caring about Israel essential to what being Jewish means to them and that a further 37% consider it important, a combined 82%.

88. A boycott of Israel therefore burdens the expression of a bond that four in five American Jews regard as part of their Jewish identity, and it does so at the store where they buy their food and are required to work. Some Plaintiffs and, upon information and belief, other Jewish

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Members purchased the boycotted goods in part because they are Israeli, as an expression of that same bond and, for some, for Jewish holiday and religious observance.

89. New York recognized the same connection half a century ago. The Legislature enacted Executive Law § 296(13), the anti-boycott provision on which Plaintiffs rely, in 1975 (L. 1975, ch. 662) in direct response to the Arab League boycott of Israel, a campaign that began in 1945, before the State of Israel existed, as a boycott of Jewish goods from Mandatory Palestine, and that later used the economic leverage of Arab oil producers to pressure businesses into refusing to deal with Israel and with Jewish firms and individuals. Governor Hugh L. Carey's Approval Memorandum, filed on August 4, 1975, with Assembly Bill Number 7640-B (Approval No. 57, L. 1975, ch. 662), states that "[t]his bill prohibits commercial boycotts and blacklisting," and declares: "New York – the commercial center of the United States and the world – will not tolerate the subversion of our nation's fundamental tenet – 'which gives to bigotry no sanction, to persecution no assistance.'"

90. The Governor was quoting George Washington's letter of August 18, 1790, addressed to the Hebrew Congregation in Newport, Rhode Island, a letter expressing the founding American assurance of the Jewish people's equal standing in this country. The Governor concluded: "We affirm by this Act that no nation or person is welcome to do business in this state, if that business is accompanied by religious or racial bigotry." The Legislature wrote the statute to reach any business boycott driven by "religious or racial bigotry," and it did so because the boycott of Israel then in force was, and was understood to be, a boycott of Jewish businesses.

91. The Boycott's proponents purported to link the Boycott to alleged unlawful discrimination, attempting to invoke the statutory exception for "boycotts to protest unlawful discriminatory practices" (N.Y. Executive Law § 296(13)). But N.Y. Executive Law § 292(4)

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defines that phrase to mean only practices specified in N.Y. Executive Law §§ 296 through 296-e, none of which are applicable here. A boycott protesting a foreign government's conduct is outside the exception.

92. The Boycott's reference to international law is also a transparent pretext for discrimination. PSFC boycotts no other nation accused of violations of international law; and PSFC, upon information and belief, obtained no legal advice on the subject of international law and has no procedure or plan for determining whether Israel is continuing to violate international law.

93. Members who campaigned for the Boycott repeatedly aimed their hostility at Jewish Members as Jews.

94. The Boycott's proponents drew no line between Israelis and Jews. As set forth herein, they described Jewish opponents as "right wing Jewish extremists," dismissed a complaint of antisemitism as "Jewish privilege," and applauded a speaker who announced that "Jewish supremacism is a problem in this country [i.e., the United States]." When Plaintiff Switzer said in mediation that she had family in Israel, Narumanchi refused to continue because she "cannot speak to Zionists anymore." At PSFC the word "Zionist" is an epithet, often applied to Members because they are Jewish and perceived to identify in some manner with the Jewish State.

95. A January 2026 demographic survey reported that approximately 21% of PSFC Members identified as Jewish, with an additional 3% identifying as Jewish with no religion. The Boycott and surrounding campaign therefore affect a substantial portion of PSFC's Membership.

96. Upon information and belief, in or about May 2024, while a Member was handing out flyers outside the Coop for an anti-Boycott Board candidate, another Member made a Nazi salute at her and said, "Sieg heil." Upon information and belief, in or before July 2025, an Israeli-

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American Member working a shift in the Coop's basement was told by another Member, "I can't be near you because you smell like the blood of Palestinian children."

97. In April 2026, Member Michael Huarachi stated at a General Meeting, in opposition to Jewish opponents of the Boycott, that: "We can't keep making the same mistakes between what we did with the Nazis and what we did with other hateful, racist groups. Jewish supremacism is a problem in this country, and we will move forward as a country with or without this co-op." The statement – which characterized opponents of the Boycott as Nazis, racists and proponents of "Jewish supremacism" – received widespread applause at the meeting (although applause was generally prohibited at PSFC meetings).

98. At the same meeting, Member Ramon Maislen objected that it was "despicable" that Members were applauding a statement about "Jewish supremacy" and warned that talk of boycotting Jewish goods evoked historical antisemitic boycotts. The Chair Committee did not remove Huarachi and instead asked Members not to applaud.

99. On May 4, 2026, General Manager Szladek circulated a Coop-wide email that characterized the remark as "unacceptable and antisemitic" and stated that Huarachi was being formally investigated. But Plaintiffs are not aware of any remedial action being taken.

100. As noted above, Plaintiff Mazor was suspended from participating in Coop activities from June 4, 2026 to June 29, 2026, in response to a comment made at the same meeting as Huarachi's antisemitic statement. But Mazor's comment was not comparable to Huarachi's. Mazor spoke in opposition to speeches by Boycott activists, stating: "I think it would be fair if once in a while you mentioned the rockets and terrorist attacks and massacres on October 7 against Israeli citizens and Arab supremacy and Muslim Brotherhood, and the other half of this conflict, why this is happening . . . ." Mazor's statement did not refer to members of the Coop or even

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events in the United States, but rather was asking that the debate include the historical context of Israel's actions in response to the October 7, 2023 atrocities.

101. Mazor was suspended prior to the DRC speaking with her or, upon information and belief, conducting any investigation of the matter. After objections to the discipline by Mazor and her counsel, on June 29, 2026, the DRC revoked the interim suspension and closed the complaint, but placed a letter in her Coop file warning her against using terms such as "Arab supremacy," "Muslim Brotherhood," and "terrorists" when speaking against the Boycott, and stating that the letter "may be used in evaluating any future incidents."

102. Upon information and belief, Mazor's suspension was in fact motivated by Plaintiff Mazor's identification as a Jewish Zionist, and in order to prevent her from effectively running for a Board position at the Annual Meeting scheduled for June 30, 2026.

103. Members opposing the Boycott or displaying Jewish or Israeli symbols were repeatedly labeled "Zionists," "genocide supporters," "right-wing Jews," "self-hating Jews," or told that they should leave PSFC. These statements were made at General Meetings and other Coop activities.

104. On or about January 19, 2026, a Member wearing a "Shop Israeli" shirt and Israeli-flag hat was accused of wearing "symbols of genocide." The Member made a DRC complaint about the harassing statement, which was referred to an outside law firm. The law firm told her that its role was "nothing more than to make a report." Upon information and belief, PSFC took no remedial action as a result of the complaint.

105. On April 28, 2026, another Jewish Member reported feeling personally unsafe because of M4P activity and reported that Members had used her name derogatorily over the microphone. Upon information and belief, no investigation or remedial action occurred.

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106. In April 2026, an M4P activist recounted in the M4P Signal chat that she greeted a female Jewish Member during her Coop work shift while the M4P activist was wearing a pin that, according to the activist, "represents the flag from which [the Jewish Member's] guilt stems." This statement reflects that the M4P activist held Jews collectively culpable for acts that the activists allege are committed by Israelis.

107. In or about May 2026, a BDS activist Member body-bumped an anti-Boycott Member distributing flyers and had grabbed another anti-Boycott Member's flyers the prior week. General Manager Szladek told the assailant to leave; the Member refused and said, "kick me out of the co-op." No disciplinary action followed.

108. On or about June 19, 2024, Plaintiff Kogan was the subject of a complaint alleging that she glared at a person wearing a keffiyeh and left a checkout register she was staffing. Kogan did not glare at the customer; the keffiyeh caused her to fear for her own safety because of its symbolic association with terrorists who had committed the October 7, 2023 attack, and she left because she became emotionally unable to remain at the register.

109. On September 20, 2024, the DRC disciplined Kogan by permanently barring her from checkout and other customer-facing shifts. She was not offered the possibility of a hearing, appeal or mediation, although the DRC Procedures provide that pre-hearing disciplinary action should trigger those options. *See* Membership Manual, DRC Procedures §§ IV.C.9 & IV.D.

110. On or about October 31, 2024, a different female Member wearing an Israeli-food-brand Halloween costume – depicting a Sabra hummus container – was confronted by two Members. One repeatedly passed her at the entrance desk while she was working her shift and angrily challenged her about her costume; another, working at checkout, displayed his middle finger and told her to "fuck off." Staff criticized the Member wearing the costume on the ground

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that political statements were not permitted, while a Member wearing a keffiyeh was not similarly criticized.

111. During a mediation in or about March 2026, after Switzer stated that she had family in Israel, Narumanchi refused to participate and stated that she "cannot speak to Zionists anymore" before hanging up. Neither the mediators nor the DRC imposed discipline.

112. Upon information and belief, Members who harassed Jewish, Israeli, or pro-Israel Members were not subjected to comparable discipline.

VIII. Retaliatory Restrictions on Switzer's Instagram Account

113. The Coop restricted Switzer's ability to tag PSFC's Instagram account in retaliation for an Instagram post, dated June 24, 2025, publicly identifying her with opposition to the Boycott.

114. Switzer tagged PSFC exactly three times over approximately fourteen months: on October 1, 2024, tagging a brisket she made for Rosh Hashanah from food purchased at the Coop; on October 2, 2024, tagging apples and honey purchased at the Coop for Rosh Hashanah; and on June 24, 2025, tagging photographs of a table for Coop4Unity (a group of PSFC Members opposing the Boycott) she helped set up outside the General Meeting, including a photograph of a Member holding a sign reading "What other country are you boycotting?" Neither of the first two posts mentioned Israel or the Boycott.

115. On December 15, 2025, when Switzer attempted to tag the Coop in a post concerning a Hanukkah party she helped organize outside the Coop, she discovered that she had been restricted. The restriction was therefore imposed between June 24, 2025 and December 15, 2025: after her Coop4Unity anti-Boycott post and before her Hanukkah post. Switzer complained to General Coordinator Ann Herpel.

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116. Herpel offered shifting and pretextual justifications for the restriction. On May 30, 2026, Herpel stated that Switzer could be unrestricted if she understood that excessive tagging or tagging unrelated content was not allowed, and implied that Switzer may have been promoting her business. Switzer had tagged the Coop in three posts over fourteen months, two of which featured Jewish holiday food purchased at the Coop. Switzer works in the fitness industry, and her posts were unrelated to that business. Herpel refused to identify which specific posts were problematic despite repeated requests.

117. On June 23, 2026, Herpel stated that Switzer's account had been unblocked, but added that the Coop can also restrict Members for "making comments that violate any aspect of the Dispute Resolution Committee's policies," implying that Switzer had done so. When Switzer challenged that statement directly, Herpel retracted it the following day, writing: "I apologize if you understood that I was saying you violated DRC policies. You did not." On July 15, 2026, Herpel declared the matter closed without ever identifying any post by Switzer that purportedly justified the restriction.

118. On August 17, 2026, Switzer reminded Herpel that Members Sondra Shaye and Zara Watkins had previously met with Herpel and then-General Manager Joe Holtz concerning political bias on the Coop's Instagram account, and that Herpel had then committed to hiring a non-member to manage the account and ensure neutrality. In her correspondence with Switzer, however, Herpel referred only to a "member" handling the account. Switzer asked directly whether a non-member had ever been hired. Herpel did not respond.

IX. Directors' Political Purpose and Conflicts

119. Board President West publicly identifies himself on X as "Board prez of @foodcoop" and a "Socialist @nycdsa." On May 4, 2026, West publicly responded in posts on X

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to the "Jewish supremacism" controversy by writing that it accurately referred to "people in political power who believe that Israelis or the Jewish diaspora are superior to Arabs/Muslims," and that Israel supporters' belief to that effect "is quite clear." On April 5, 2026, West in an X post also mocked a "We Stand with Israel" lawn sign, referring to the home where it was posted (which he said also had a "peace pole") as a "mental gymnastics house."

120. Director Brown-Lavoie, in an interview reported in *The Nation* on May 22, 2026, erroneously described PSFC as "a political entity" and "a site where I can actually express political agency." In the same article, Director Vafai described the Boycott campaign as "offering a blueprint of what it looks like for a democratic organization to stand up for justice against this genocide."

121. In or about October 2025, PSFC's then-Secretary Elizabeth Tobier resigned and suspended her membership, posting a letter of resignation in the *Linewaiters' Gazette* on October 28, 2025, stating that she resigned "IN PROTEST OF BOARD POLITICAL ACTIVISM," and that the Board was using the Coop as "a political tool and a resume-builder."

122. Upon information and belief, in an M4P WhatsApp group, Director Brown-Lavoie promoted M4P fundraising shirts whose proceeds funded the Boycott campaign, directed purchasers to her personal Venmo account, and thereafter voted as a Director to adopt and ratify the Boycott. This created a conflict of interest.

123. Director Vafai made the motions for both the April 29, 2025 Board action concerning hybrid voting and the September 30, 2025 re-characterization of the failed hybrid-meeting amendment. Brown-Lavoie chaired the April 29 meeting and, together with Vafai, was an organizer of M4P. West presided as Board President and voted for the September 30 re-characterization.

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124. Directors West, Brown-Lavoie, Vafai, and Hospodar voted to adopt and ratify the Boycott and the challenged voting procedures. Husum opposed and Szladek abstained. Szladek noted that the votes in favor represented only approximately 25% of the entire Membership.

125. On May 28, 2026, Plaintiffs, through counsel, sent PSFC and its Board a written demand that PSFC rescind the Boycott and take corrective action concerning the conduct alleged herein. The Board did not respond.

X. Plaintiffs' Injuries

126. Plaintiffs have been deprived of rights associated with their PSFC Membership, including equal participation in meetings, the ability to speak and vote on equal terms, the right to have Member votes cast in person as the Amended Bylaws require, and the ability to purchase Israeli-made products previously available through PSFC.

127. The Boycott and surrounding conduct have subjected Plaintiffs and other Jewish and Israeli Members, and their allies, to exclusion, stigmatization, unequal treatment, harassment, and, in some instances, discipline or restrictions not imposed comparably on Members who supported the Boycott.

FIRST CAUSE OF ACTION

Declaratory Judgment
(Against All Defendants)

128. Plaintiffs repeat and reallege the foregoing allegations as if fully set forth herein.

129. An actual and justiciable controversy exists concerning the validity of the Boycott, the challenged voting procedures and thresholds, and the April 29, 2025 Board action.

130. Pursuant to CPLR 3001, Plaintiffs seek a declaration, as set forth in the Prayer for Relief below, that: (a) the Boycott exceeds PSFC's corporate purposes and powers and may be enjoined pursuant to Not-for-Profit Corporation Law § 203(a)(1); (b) the Boycott violates N.Y.

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Executive Law § 296(13); (c) the authorization of remote and electronic voting without a valid bylaw amendment is invalid; (d) the reduction or elimination of the 75% supermajority requirement was invalid; (e) the April 29, 2025 Directors' vote and actions taken pursuant to it are void; and (f) the adoption of the Boycott by the Board was invalid.

SECOND CAUSE OF ACTION

Ultra Vires Corporate Action
(Against PSFC)

131. Plaintiffs repeat and reallege the foregoing allegations.

132. PSFC's Certificate of Incorporation and Amended Bylaws establish an economic, not-for-profit cooperative purpose: providing Members the economic advantages of cooperative action and supplying food and other goods for their use and consumption.

133. The Boycott advances an external political agenda, restricts Members' access to goods, and exposes PSFC to substantial legal and financial risk. The Boycott therefore exceeds PSFC's purposes and powers. A cooperative corporation has no power to adopt a purchasing policy that the Human Rights Law forbids, and Not-for-Profit Corporation Law § 203(a) shields only corporate acts that are "otherwise lawful." The Boycott refuses to buy from producers because of their national origin, and no corporate purpose authorizes it.

134. Not-for-Profit Corporation Law § 203(a)(1), applicable to PSFC through Cooperative Corporations Law § 5 (and, to the extent the Business Corporation Law governs PSFC, Business Corporation Law § 203(a)(1)), authorizes a Member to bring an action against the corporation to enjoin a corporate act beyond the corporation's purposes or powers. Plaintiffs seek such relief.

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THIRD CAUSE OF ACTION

Violation of Amended Bylaws and Breach of Contract
(Against PSFC)

135. Plaintiffs repeat and reallege the foregoing allegations.

136. The Amended Bylaws constitute a binding contract between PSFC and its Members and may be amended only through the procedures specified therein.

137. PSFC violated the Amended Bylaws by: (a) on September 30, 2025, and thereafter, authorizing remote and electronic voting despite the requirement of the Amended Bylaws that votes be cast in person; (b) taking the April 29, 2025 Board action without proper notice and before receiving the Members' advice; (c) treating a failed June 2025 bylaw amendment as a simple-majority proposal in September 2025; (d) reducing the 75% boycott threshold without complying with the required in-person voting procedures; (e) suppressing debate before the May 26, 2026 Boycott vote; and (f) on May 26, 2026, adopting the Boycott resolution by a fully remote Board vote based on a fully remote Member vote during a General Meeting that same day.

138. Cooperative Corporations Law § 16 likewise requires specified procedures and Member approval by a two-thirds vote for amendment of bylaws. PSFC did not comply with those requirements.

139. The Certificate of Incorporation, Amended Bylaws, Membership Manual and Guide also together constitute a contract binding upon PSFC, delineating its obligations to its Members.

140. PSFC violated the provisions of that contract by the conduct alleged above and also by violating the obligation to keep the Coop "open to all persons able to use their services and willing to accept the responsibility of membership without gender, social, racial, political, or religious discrimination," and breaching its promise that: "We are committed to diversity and

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equality. We oppose discrimination in any form. We strive to make the Coop welcoming and accessible to all and to respect the opinions, needs and concerns of every member." Membership Manual §§ II.A–C. PSFC further breached its obligation under the Manual to "require[] that all members welcome one another and refrain from behaving in a discriminatory manner." *Id.* § II.C.

141. PSFC further violated the contract on April 29, 2025, by violating the provisions of the Amended Bylaws and Guide requiring advance notice of actions to be considered by the Board. *See* Amended Bylaws Art. VI, § 2; Guide Preamble, §§ IV.A, IV.C, and V.

142. PSFC further violated the contract by allowing committee and Board members to preside over matters where they could not be impartial. *See* Guide § IV.A (the Agenda Committee "impartially sets the agenda of the General Meeting."); § III.D ("No member of the Chair Committee shall serve as chair or chair secretary of any meeting where he/she shall have the appearance of a conflict of interest with a proposal on the agenda."); § III.A **(**"The Chairperson impartially guides the meeting through its agenda.").

143. Plaintiffs were deprived of governance, notice, participation, and voting rights guaranteed by PSFC's Governing Documents. The challenged acts are invalid and should be declared void and enjoined. Plaintiffs have no adequate remedy at law for the continuing deprivation of their governance and voting rights.

FOURTH CAUSE OF ACTION

Breach of Fiduciary Duty
(Against Brandon West, Tess Brown-Lavoie, Tim Hospodar, Keyian Vafai, Joseph Szladek, Taylor Pate (for injunctive and declaratory relief only), and John and Jane Does 1–20 (the "Individual Defendants"))

144. Plaintiffs repeat and reallege the foregoing allegations.

145. The Individual Defendants, as Directors, officers, and agents of PSFC, owe fiduciary duties to PSFC's Members, including Plaintiffs, of loyalty, care, good faith, and

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obedience, including the duties reflected in Not-for-Profit Corporation Law § 717(a), as applicable through Cooperative Corporations Law § 5 (or, to the extent the Business Corporation Law governs PSFC, Business Corporation Law § 717(a)), and PSFC's Governing Documents.

146. The Individual Defendants breached those duties by approving and implementing the Boycott without adhering to PSFC's Governing Documents; without adequately considering its legal and financial risks; for purposes unrelated to PSFC's economic cooperative mission; upon information and belief, without a reasonable and informed basis for concluding that the Boycott complied with applicable law; by depriving Plaintiffs of the voting, participation, notice, and governance rights guaranteed to them as Members by PSFC's Governing Documents; by discriminating against Plaintiffs upon the basis of their creed, race, and national origin, including the bond with Israel that is part of their Jewish identity, in violation of law; and by discriminating against them on the basis of political viewpoint in violation of the Membership Manual.

147. Defendant Szladek, as General Manager and a Director, further breached those duties by permitting the discriminatory environment alleged herein, by permitting General Meetings to be conducted in hybrid and remote formats with remote electronic voting, and by implementing the Boycott by removing products made by Israelis from the PSFC Market shelves and ceasing the purchase of those products.

148. Director Brown-Lavoie additionally participated in fundraising for the Boycott campaign and then voted as a Director to adopt and ratify it, creating, upon information and belief, an undisclosed conflict of interest.

149. The Individual Defendants acted despite specific warnings concerning legal liability, lost Members, lost revenue, and the irregularity of the voting process, and without diligent review of the potential legal liability implied by their conduct.

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150. Plaintiffs assert this claim directly, on their own behalf. As a direct and proximate result of the Individual Defendants' breaches, Plaintiffs have suffered injuries distinct from any injury to PSFC, including the deprivation of their voting, participation, and membership rights, injuries from discrimination, and the loss of access to goods previously available to them through PSFC, in an amount to be determined at trial.

151. The challenged conduct was undertaken in bad faith, in violation of PSFC's Governing Documents, beyond corporate authority, and/or without adequate information and deliberation.

FIFTH CAUSE OF ACTION

Discrimination in a Place of Public Accommodation Pursuant to the NYCHRL
(Against All Defendants)

152. Plaintiffs repeat and reallege the foregoing allegations.

153. The PSFC Market is a place or provider of public accommodation, a membership organization, and a retail establishment within the meaning of the New York City Human Rights Law, N.Y.C. Administrative Code § 8-107 ("NYCHRL").

154. Plaintiffs are members of protected classes, including creed, race, religion, and national origin by virtue of ancestry. Kogan is a citizen of Israel and was discriminated against on the basis of that national origin. All Plaintiffs are also discriminated against on the basis of their Jewish ancestry, race, ethnicity and religion, as well as their national origin as members of the People of Israel.

155. By adopting and enforcing the Boycott, tolerating and failing to remedy the hostile environment described above, restricting Plaintiffs' participation, and applying disciplinary and participation rules disparately, Defendants denied or restricted Plaintiffs' full and equal enjoyment of PSFC's accommodations, advantages, facilities, privileges, and membership. Independently,

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the Boycott is a facially neutral policy that has caused a disparate impact on Jewish Members because of their creed and national origin, and PSFC cannot show it to be necessary to achieve any legitimate, non-discriminatory goal. N.Y.C. Administrative Code § 8-107(17).

156. The conduct was motivated, at least in part, by Plaintiffs' Jewish identity and their association with Israel and Zionism. The Boycott, surrounding statements, interference with participation, and disparate discipline collectively establish discriminatory treatment.

157. Plaintiffs seek compensatory and punitive damages, injunctive relief, and reasonable attorneys' fees, expert fees, and costs to the extent authorized by N.Y.C. Administrative Code § 8-502. No Plaintiff has filed a complaint concerning the practices alleged herein with the New York City Commission on Human Rights or the New York State Division of Human Rights. Within ten days after commencing this action, Plaintiffs will serve a copy of this Complaint upon the authorized representatives of the City Commission on Human Rights and the Corporation Counsel, as N.Y.C. Administrative Code § 8-502(c) requires.

SIXTH CAUSE OF ACTION

Discrimination in a Place of Public Accommodation Pursuant to New York Executive Law (Against All Defendants)

158. Plaintiffs repeat and reallege the foregoing allegations.

159. PSFC is a place of public accommodation within the meaning of N.Y. Executive Law §§ 296(2)(a) and 292(9). It is a retail store dealing in goods; its membership is open to any member of the public who pays the application fee and investment and works the required shifts; and it has more than 16,000 Members. It is not in its nature distinctly private.

160. Plaintiffs are members of protected classes, including creed, race, and national origin by virtue of ancestry.

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161. By adopting and enforcing the Boycott, tolerating and failing to remedy the hostile environment described above, and treating Plaintiffs and other Jewish and Israeli Members less favorably than similarly situated Members, Defendants denied Plaintiffs the full and equal accommodations, advantages, facilities, and privileges of PSFC because of protected characteristics, in violation of N.Y. Executive Law § 296(2).

162. Plaintiffs are entitled to compensatory damages, injunctive relief, and such other relief as is available under N.Y. Executive Law § 297. No Plaintiff has filed a complaint concerning the practices alleged herein with the New York State Division of Human Rights or any local commission on human rights, and this action is authorized by N.Y. Executive Law § 297(9).

SEVENTH CAUSE OF ACTION

Violation of New York Civil Rights Law § 40-c
(Against All Defendants)

163. Plaintiffs repeat and reallege the foregoing allegations.

164. New York Civil Rights Law § 40-c prohibits discrimination in the exercise of civil rights because of race, creed, or national origin.

165. Plaintiffs are Jewish and are members of protected classes on the basis of race, creed, and national origin.

166. Defendants discriminated against Plaintiffs by, among other things: (a) adopting and enforcing the Boycott, which targets a fundamental aspect of their Jewish identity; (b) permitting and tolerating harassment and derogatory remarks directed at Jewish and Israeli Members; (c) allowing such conduct at PSFC meetings without meaningful intervention; (d) restricting the ability of Plaintiffs and other opponents of the Boycott to speak and participate; and (e) imposing disciplinary measures disparately on Jewish Members while failing to impose comparable discipline on Members who engaged in harassment.

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167. As a result, Plaintiffs were denied the full and equal enjoyment of their rights as PSFC Members, including the ability to participate in meetings, speak, vote, and access the benefits of membership on equal terms.

168. On September 28, 2026, at commencement of this action, Plaintiffs served a copy of the Complaint and written notice of this claim upon the Attorney General of the State of New York, as required by N.Y. Civil Rights Law § 40-d, by hand delivery to 28 Liberty Street, 16th Floor (Managing Attorney's Office), New York, NY 10005.

169. Plaintiffs seek the statutory penalty provided by N.Y. Civil Rights Law § 40-d and such other relief as permitted by law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Court enter judgment in their favor and against Defendants (and, as to Defendant Pate, for declaratory and injunctive relief only) as follows:

A. A declaration that the Boycott exceeds PSFC's corporate purposes and powers, together with preliminary and permanent injunctive relief against its implementation and enforcement pursuant to Not-for-Profit Corporation Law § 203(a)(1);

B. A declaration that the Boycott violates N.Y. Executive Law § 296(13);

C. A declaration that the authorization of remote and electronic voting without a valid bylaw amendment is invalid;

D. A declaration that the reduction or elimination of the 75% supermajority threshold was invalid;

E. A declaration that the April 29, 2025 Directors' vote and actions taken pursuant thereto are invalid and void;

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F. A declaration that the adoption of the Boycott by the Board was invalid;

G. Preliminary and permanent injunctions enjoining PSFC from implementing or enforcing the Boycott, including by refusing to purchase, stock, or sell products because they are of Israeli origin;

H. Preliminary and permanent injunctions enjoining PSFC from using remote and electronic General Meeting voting absent a duly adopted bylaw amendment;

I. Preliminary and permanent injunctions requiring PSFC to enforce its anti-discrimination and anti-harassment policies on a non-discriminatory basis and enjoining discriminatory conduct against Jewish Members;

J. Compensatory damages in an amount to be determined at trial;

K. Punitive damages, attorneys' fees, expert fees, and costs on the discrimination claims for which such relief is available, including under N.Y.C. Administrative Code § 8-502;

L. Costs and disbursements as permitted by law;

M. Pre-judgment and post-judgment interest;

N. The statutory penalty provided by N.Y. Civil Rights Law § 40-d; and

O. Such other and further relief as the Court deems just and proper.

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Respectfully submitted,

NATIONAL JEWISH ADVOCACY CENTER

By: /s/ *Alan H. Scheiner*

Alan H. Scheiner
Senior Litigation Counsel
Mark Goldfeder, CEO
Ben Schlager, Director
3 Times Square, Suite 512
New York, NY 10036
Tel. (332) 278-1100 ext. 754
alan@njaclaw.org
mark@njaclaw.org
ben@njaclaw.org

Attorneys for Plaintiffs

Dated: September 28, 2026
New York, New York

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EXHIBIT A

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Amended Bylaws of Park Slope Food Coop, Inc.

(amended as of 3/31/2015)

ARTICLE I

TYPE OF COOPERATIVE

The Park Slope Food Coop, Inc. is incorporated under the New York State Cooperative Corporations Law as a general non-stock cooperative corporation.

Article I section 3 paragraph (d) of the New York State Cooperative Corporations Law states “A cooperative corporation shall be classed as a non-profit corporation, since its primary object is not to make profits for itself as such, or to pay dividends on invested capital, but to provide service and means whereby its members may have the economic advantage of cooperative action....”

ARTICLE II

MEMBERS/OWNERS

1. Members/Owners: According to Article I section 3 of the New York State Cooperative Corporations Law “the term ‘member’ means the holder of a membership in a cooperative, whether evidenced by a certificate of membership or by a certificate of stock or by other authorized means of identification.” The terms “member” and “owner” and “member/owner” shall be interchangeable and for the purposes of this cooperative these

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terms all mean the same thing. The terms “membership”, “ownership” and “membership/ownership” shall be interchangeable and for the purposes of this cooperative these terms all mean the same thing.

2. Eligibility: Membership/Ownership shall be open to any natural person who !agrees to comply with the membership/ownership requirements that the Board of Directors may adopt by resolution.
3. Member/Owner Equity Investments: The Park Slope Food Coop, Inc. shall require that each member/owner make, within a reasonable time after joining the cooperative, a non-interest bearing Member/Owner Equity Investment in the cooperative as the statutory equivalent of the holding of a share of stock. The Board of Directors by resolution shall set the amount of the Member/Owner Equity Investment.
4. Ownership, Termination of Ownership, Return of Member/Owner Equity Investments, Capital Contributions: The cooperative is owned by those persons who have a Member/Owner Equity Investment on record with the cooperative and those members who have recently joined and have not yet made their Member/Owner Equity Investment. Termination of ownership occurs when either the member/owner formally requests and the cooperative processes the return of her or his Member/Owner Equity Investment or when the member/owner makes a capital contribution of the Member/Owner Equity Investment to the cooperative. In either case, the member/owner simultaneously agrees to cease all membership activities.
5. Failure to meet membership/ownership requirements: In the event that a member/owner fails to meet the membership requirements and/or rules of conduct as set by the cooperative, participation in any and/or all activities in the cooperative could be restricted or curtailed even though the person might still be an owner due to her or his continuing investment in the cooperative as evidenced by her or his Member/Owner Equity Investment.

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6. Member/Owner Fee: The Board of Directors may require that each member pay a membership fee in amounts that the Board of Directors by resolution shall set.
7. Transfer of Membership: Membership shall be nontransferable.

ARTICLE III

BOARD OF DIRECTORS

1. There shall be a Board of Directors consisting of five persons elected by the membership at the annual meeting, and one of the paid coordinators, ex officio.
2. The directors elected at the first annual meeting shall, by lot, be divided into three classes as nearly equally as possible. Directors in the first class shall serve for a term of one year. Directors in the second class shall serve for a term of two years. Directors in the third class shall serve for a term of three years. Thereafter, all directors shall serve for a term of three years.
3. Directors shall be subject to removal upon charges as provided in Section 63 of the Cooperative Corporation Law.
4. The Park Slope Food Coop Inc shall indemnify and hold harmless any individual who has served or who is serving as an officer or Board member against claims or liabilities arising from such service, and shall reasonably reimburse expenses incurred in defending against such claims or liabilities, provided they do not arise from negligence or willful misconduct of the officer or Board member.

ARTICLE IV

OFFICERS

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1. There shall be the following officers of the corporation: President, Vice-President, Secretary and Treasurer. The office of Secretary and Treasurer may be held by one person as stated in section 64 of the Cooperative Corporations Law.
2. Officers shall be elected by the Board of Directors of the corporation at the meeting held in the month of June.
3. The President and Vice-President shall be, at the time of election, directors of the corporation.
4. Officers of the corporation may be removed by a two-thirds vote of the Board of Directors present and voting at a meeting held after due written notice to all members of the corporation setting forth the proposed action, the charges upon which it is based, and the purposes of the meeting.

ARTICLE V

EMPLOYEES

1. The corporation shall employ one or more coordinators upon such terms and conditions as the directors shall, by resolution, approve. The Coordinators shall be Chief Administrative Officers of the corporation and shall administer the affairs of the Corporation subject to the direction of the directors. The directors may, by resolution, authorize the Coordinators to take such action as they shall deem necessary for the good of the corporation as cannot well await the next meeting of the directors, subject to ratification by the directors, and may, by resolution, confer such other powers and duties on the Coordinators as they deem proper, to the extent permitted by law. The Coordinator with greatest seniority shall be a member of the Board of Directors, ex officio, provided, however, that in the absence of such Coordinator, another Coordinator, with the greatest seniority of those Coordinators present,

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shall serve.

2. The corporation may, by resolution, employ such other persons or firms for such purposes and upon such terms and conditions as the Board shall deem appropriate.

ARTICLE VI

MEETINGS

1. The annual meeting of the membership of the corporation shall be held on such day in the month of June as the directors shall fix.
2. The Board of Directors shall meet at least ten times each year on such dates as it shall appoint and at such other times as it, by resolution, shall fix. The membership shall be given notice of each such meeting prior to such meeting. The directors shall inform those members who shall be present of the nature of the business to come before the directors and receive the advice of the members on such matters. The portion of the Board of Directors meeting that is devoted to receiving the advice of the members shall be known as the General Meeting and is not in any way intended to be one of the “meetings of the membership” that is referred to elsewhere in these bylaws. The members who gather to give advice to the directors may choose to vote in order to express their support or opposition for any of the issues that have come before the meeting.
3. A quorum for all meetings of the directors shall be one-third of the directors. A quorum for all meetings of the membership, including the annual meeting, shall be 100 members of such body. Each member is entitled to one vote.
4. Except as otherwise provided, all matters shall be decided by a majority vote of those present and voting. All votes shall be cast in person and no proxy voting shall be permitted, except at and only at annual

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meetings provided, however, that the Board may, by majority vote, direct that a mail ballot be taken on any matter.

5. Except as otherwise provided, all parliamentary matters shall be governed by Roberts Rules of Order.

ARTICLE VII

ELECTIONS

Election of officers shall be held at the June meeting of the directors from among those candidates nominated from the floor at such meeting. In the case of an officer position becoming vacant, there shall be an election held at the next directors' meeting to fill the vacancy for the unexpired portion of the term.

In the case of a vacancy on the Board of Directors, there shall be an election held at a regular Board of Directors meeting to fill the vacancy. Such meeting shall be held no less than 30 days nor more than 60 days after the vacancy occurs. The Board may hold the vacancy open to be filled at the next Annual Meeting provided that the vacancy is created with less than six months remaining before the Annual Meeting and provided there is only one vacancy. A Director elected to fill a vacancy shall serve only until the next Annual Meeting, at which meeting the membership shall elect a director to serve for the balance of the term.

The ballot used for the Directors election shall provide for voting 'yes' or 'no' or 'abstain' for each candidate. Any candidate who receives more 'no' votes than 'yes' votes is deemed ineligible for election. Directors elected at the Annual Meeting shall be elected by a plurality of 'yes' votes cast unless the candidate has been deemed ineligible pursuant to this paragraph.

ARTICLE VIII

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COMMITTEES

The directors may, by resolution, establish such standing or special committees for such purposes and periods of time as they may deem appropriate.

ARTICLE IX

COOP OPERATION

1.
    1. Except as otherwise provided herein, the administration and operation of the Coop shall be vested in the directors. The directors may, by resolution, adopt rules and regulations covering operation of the Coop, including, without limitation, work requirements for members, accounting and bookkeeping procedures, and disciplinary actions against members, rules and regulations concerning the admission of members, and concerning any other matters they deem appropriate.
    2. The net retained proceeds of the Coop, after expenses and a reasonable allowance for reserves, may be distributed at least once every twelve months to the membership by uniform distribution on such basis as the directors shall, by resolution, fix. The directors may from time to time adopt rules and regulations for such distributions, provided, however, that no such rule or regulation shall provide that the cash portion of any such patronage refund shall exceed the proportion of refund permitted under the applicable provisions of the Internal Revenue Code.

ARTICLE X

AMENDMENTS

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These bylaws may be amended in whole or in part by the affirmative vote of two- thirds of the directors or of the membership voting thereon at a meeting held after due written notice setting forth the proposed action and the purpose of the meeting. Any Amendment adopted by the Board shall be reported to the Annual Meeting of the Corporation and, if not affirmatively approved thereat, shall cease to be in effect.

Park Slope Food Coop, Inc. Bylaws [PDF]

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CERTIFICATE OF INCORPORATION

OF

PARK SLOPE FOOD COOP, INC.

The undersigned hereby certify that we, all being of full legal age, at least two-thirds being citizens of the United States and at leastone being a resident of the State of New York, do, under and by virtue of the laws of the State of New York, associate ourselves with the intention of and for the purpose of forming a corporation to provide services connected with the acquisition for its members of articles of common use, including food products, family or other household and personal supplies, as more fully hereinafter set forth:

FIRST: The name of this corporation shall be the PARK SLOPE FOOD COOP, INC.. The corporation shall commence business with the filing of this certificate and have perpetual existence. The principal office of the corporation shall be located in the County of Kings, City and State of New York.

SECOND: The corporation shall be a general cooperative corporation as defined in Section 3 of the Cooperative Corporations Law.

THIRD: (a) The corporation is formed for the purpose and objective of providing for mutual help of its members, but not for profit, of services for the purpose of acquiring, storing and distributing to its members supplies and other articles of common use, including food products, family and other household and personal supplies to be used or

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consumed by members, their families or guests.

(b) In furtherance of the purpose set forth in paragraph (a), the corporation shall have all of the powers of a cooperative corporation as set forth in Section 14 of the Cooperative Corporations Law and, in addition, all of the powers of a corporation as set forth in Section 202 of the Business Corporations Law, except as otherwise expressly provided herein or in any applicable statute.

(c) In addition to, and not in limitation of the foregoing powers, the corporation shall have the power to:

(1) acquire, by purchase, lease or gift, hold, or sell property whether real, personal or mixed;

(2) borrow money and issue evidence of indebtedness and to secure the same by mortgage, pledge, or lien;

(3) make patronage refunds to members as provided in the by-laws;

(4) do any and all acts or things incidental to, connected with, or in furtherance of the purpose of the corporation.

FOURTH: The corporation shall have a number of directors, not less than five nor more than twenty-one, all of whom shall be members of the corporation, as fixed by the by-laws, who shall be elected by the members of the corporation and shall serve until their successors are elected and qualified.

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FIFTH: The names and addresses of the initial directors of the corporation are as follows:

Names withheld for privacy reasons.

The initial directors shall serve until the first annual meeting of the membership of the corporation or until earlier replaced.

SIXTH: By-laws of the corporation may be adopted by the directors ofthe corporation, who may change them at their pleasure so long as they do not conflict with the provisions of this certificate.

SEVENTH: The corporation shall not be a stock corporation. Natural persons may be admitted to membership upon such terms and conditions as the directors, by resolution may provide.

EIGHTH: The Secretary of State of the State of New York is hereby designated as agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any notice required by law is:

Park Slope Food Coop, Inc.
782 Union Street
Brooklyn, New York 11215

NINTH: The names and post office addreses of the incorporators are as follows: Names withheld for privacy reasons.

TENTH: At least one of the aforementioned directors of the corporation is a citizen of the United States and a resident of the State of New York.

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NYSCEF DOC. NO. 1
RECEIVED NYSCEF: 09/28/2026

Membership Manual

Introduction

Since 1973, the Park Slope Food Coop has been providing Brooklyn and beyond with high-quality food and products while serving as a community center and meeting place for its member-owners: people who believe in the value, rewards, and responsibility of collective labor, action, and ownership. We practice a once popular but now nearly unique model of cooperation in which all members of the Coop work together for the benefit of all. By putting the ownership and management into the hands of our working membership, the Coop has been able to make healthy, affordable food available to its members.

Unlike most food coops in the United States, the Park Slope Food Coop requires members to work as a condition of membership. At the time of this writing, we have approximately 16,000 members who work in exchange for significant savings on groceries. Only members may shop at the PSFC, but our membership is open to all. Our members rely on one another to share the work of running our Coop and contributing to its success.

The benefit of our shared responsibility is two-fold: regularly scheduled, reliable member labor helps to keep down our payroll costs—the single largest grocery store expense—contributing toward lower prices. However, the second equally important reward comes from the satisfaction members receive from working together as a community to build something upon which all can rely. In cooperation with the paid staff, members run the store and play a vital role in the day-to-day operations of the Coop, giving all the opportunity to feel the value of cooperation firsthand. Not only do members contribute

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approximately 75% of the labor to operate the Coop, but they can also take an active role in the decision-making process through the monthly General Meeting and participate in planning and discussions of the organization's future.

The Coop carries a wide variety of products, including local, organic and conventionally grown produce; pasture-raised and grass-fed meat; free-range, organic and kosher poultry; fair-trade chocolate and coffee; wild and sustainably farmed fresh and frozen fish; supplements and vitamins; imported and artisanal cheese; freshly baked bread, muffins, scones and croissants; beer; bulk grains and spices; CBD products; environmentally safe cleaning supplies; and much more. This, plus a large selection of standard supermarket items, makes the Coop a one-stop shopping destination. Sales are brisk at the PSFC and our inventory is replenished more than once every week, ensuring that the products we sell are as fresh as possible.

As a member, you share Coop ownership with your fellow member-owners. Work, shop, learn, participate—be a part of a unique and rewarding community here in Brooklyn. When you enter a traditional supermarket, you walk into someone else's store. When you walk into the Park Slope Food Coop, you walk into your store. As members and owners, we hope your involvement means taking pride in the Coop.
We look forward to having you join us and experiencing what a unique organization we are.

SECTION I. Becoming a Coop Member

A. What is a "member-owner" of the Park Slope Food Coop?
When you join the Coop, you become a member-owner and join a complex organization that functions day in and day out for the collective benefit of all who participate. Membership is defined in two ways: participation in the workslot system and financial contribution. This contribution is officially called a member-owner equity investment, but we refer to it simply as "investment". As a participating member-owner, you will never be only a member or only an owner, but always both. The term "member-owner" is legally defined in our bylaws as a "holder of a membership in a cooperative" where "the terms 'member' and 'owner' and 'member/owner'... all mean the same thing."

You may sometimes feel your ownership more strongly, and your membership at others. However, the Coop functions best when we all hold both roles in mind at once: Approach your membership and workslot like an owner and approach your ownership with an eye

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to creating the best experience and the greatest benefit for all the Coop's members.

B. New Member Orientation and Enrollment

The first step for prospective members interested in joining is to view the online orientation materials (https://www.foodcoop.com/join/). Once you've completed this step, you can make an in-person enrollment appointment at the Coop to finalize the joining process.

Prospective members without internet access may contact the Membership Office.

C. Proof of Identity and Address

To join the Coop, prospective members must provide two forms of ID: a photo ID verifying identity and a statement verifying current address (see below for details). You will not be able to join the Coop without the appropriate ID and proof of address.

Acceptable forms of photo ID:

- Driver's License or Non-Driver State or City ID
- Passport
- Employee ID
- Student ID
- Military ID

Acceptable forms of proof of address that are dated within the last three months are:

- Utility Bill (electric, gas, cable, water, phone)
- Mortgage Bill / Statement
- Renter's or Homeowner's Insurance Bill / Statement
- Student Loan Bill / Statement
- Any Official Federal or State Document
- Paychecks/stubs from your employer that show your mailing address

D. The Household Rule

The Coop defines a household as two or more adults (over 18) who share all or some domestic responsibility. The Coop sells much more than food, so if you and your roommate/housemate(s) share any household items, we consider you a household. This rule upholds the Coop's guiding principle: To regularly benefit from our low prices, one must contribute labor.

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All household members in familial relationships (for example, parents, siblings, partners, adult children, elderly relatives, “significant others,” etc.) who live together and are over 18 are required to join the Coop. There are no exceptions to this rule.

Members of the same household are linked in our membership system. This means that one person’s “status” affects the status of everyone in the household. (More on your status later.) Work and member payments are the two most common areas that might impact your household’s ability to shop. If you are suspended because of work or money owed, your housemate’s ability to shop will be impacted. The good news is that every member is entitled to a 14-day “grace period” due to a suspension, whether the suspension is the result of something you owe or one of your housemates owes. This grace period allows the suspended member 14 days to continue to shop while they clear up the problem.

E. Member Payments: Joining Fee and Member-Owner Equity Investment (MOEI)

All members must pay a one-time, non-refundable joining fee and contribute an investment to the Coop. Each adult member of your household is required to make these payments.
The non-refundable joining fee is $25. The refundable investment is $100. Reduced payments for fee and investment are offered in certain cases, and members may request an extended payment plan for the investment.

If you decide to end your membership for any reason, your equity investment will be returned at your request.

1. Extended Payment Plan

If you need more than eight weeks from your join date to make your payments, please speak to the Membership Office about an extended payment plan for the investment to spread those payments over as many as 10 months. We do not offer extended payment plans for the fee.

2. Reduced Fee, Investment, and Markup

If you receive one of the forms of income-based assistance listed below the joining fee will be reduced to $5, and the investment will be reduced to $10 for as long as you continue to receive that assistance. To receive the lowered joining fee and investment, please present proof of the income-based benefit (listed below) to the Membership Office. Proof to qualify for the reduced MOEI will need to be renewed annually.

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Requests for reduced joining **fees** will ideally be made within four weeks of joining. If the request is made after four weeks, joining fee payments over the required $5 will not be refunded nor transferred to the investment.

Requests for reduced **investment** can be made at any point during membership. Once a member provides documentation of the income-based assistance, investment payments made over the required $10 will be refunded at the member's request.

Members who qualify for the reduced MOEI will receive a base markup of 21%.

The following types of income-based assistance are accepted for reduced MOEI:

- Supplemental Nutrition Assistance Program (SNAP)
- Medicaid
- Fair Fare (MTA)**
- NY State Health — Essential Plan
- NY Epic Fee Plan
- SCRIE/DRIE
- WIC*
- Supplemental Security Income (SSI)
- Section 8 Housing Choice Voucher

**Fair Fare will be accepted for members ages 18-64. Members 65 or older or with disabilities cannot use Fair Fare to receive the reduced MOEI or base mark-up of 21%.
*The Coop does not accept WIC as a form of payment, only as proof of reduced-payment eligibility.

3. How and Where to Make Member Payments

Member payments are made on the shopping floor at a checkout or cashier station. To make these payments, you must present your membership card or a printed entrance slip to the checkout worker or cashier and tell them you are making a "member payment." You may pay by cash or debit card, and you must specify the amount you wish to pay and whether you want it to go toward your joining fee or investment. If you are paying for another member, you must know their member number. Save your paid-in-full receipt every time you make a member payment.

4. What to Do About a Member Payment Discrepancy

If a discrepancy occurs, your paid-in-full receipt is essential to help us straighten out errors. To avoid problems, check your "paid in full" receipt immediately upon paying to make sure the money was credited to the correct member number. If there is a mistake,

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bring your paid-in-full receipt to the Membership Office as soon as possible.

G. Membership Cards

Every Coop member has their photo taken for their membership card. Photos are taken in the Membership Office and will be available to pick up in the Office the following day. Your photo will appear on the entrance desk computer every time you scan your card at the entrance.

All members entering the Coop to shop or work must present their membership card at the Entrance Desk. We encourage you to bring your membership card with you. Having your card ready and scanning your card at the entrance desk improves accuracy and speeds up the entry process for you and everyone behind you.

However, you have two options if you come to the Coop without your card. You can use the digital membership card in your Member Services account or request a slip to enter at the Second Floor Service desk.

Your membership card is also required to attend in-person General Meetings.

1. Lost Membership Card

If you lose your membership card, please come to the Membership Office for a replacement. There is a $3.50 card replacement fee to be paid at the cashier or checkout within four weeks.

2. Damaged Card

If your card becomes damaged or unusable, bring it to the Membership Office, and it will be replaced for free.

SECTION II. What Do We Mean By Cooperation?

A. The International Cooperative Alliance Statement of Cooperative Identity

The Statement of Cooperative Identity originates in a published set of “practices” of the Rochdale Society of Equitable Pioneers in 1844, later known as the Rochdale Principles. It was eventually renamed and is periodically updated by the International Cooperative Alliance, most recently in 1995.

DEFINITION

A cooperative is an autonomous association of persons united voluntarily to meet their common economic, social, and cultural needs and aspirations through a jointly owned

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and democratically controlled enterprise.

VALUES

Cooperatives are based on the values of self-help, self-responsibility, democracy, equality, equity, and solidarity. In the tradition of their founders, cooperative members believe in the ethical values of honesty, openness, social responsibility and caring for others.

PRINCIPLES

The cooperative principles are guidelines by which cooperatives put their values into practice.

First Principle: Voluntary and Open Membership

Cooperatives are voluntary organizations, open to all persons able to use their services and willing to accept the responsibility of membership without gender, social, racial, political, or religious discrimination.

Second Principle: Democratic Member Control

Cooperatives are democratic organizations controlled by their members, who actively participate in setting their policies and making decisions. Men and women serving as elected representatives are accountable to the membership. In primary cooperatives, members have equal voting rights (one member, one vote), and cooperatives at other levels are organized in a democratic manner.

Third Principle: Member Economic Participation

Members contribute equitably to and democratically control the capital of the cooperative. At least part of that capital is usually common property of the cooperative. They usually receive limited compensation, if any, on capital subscribed as a condition of membership. Members allocate surpluses for any or all of the following purposes: developing the cooperative, possibly by setting up reserves, part of which at least would be indivisible, benefiting members in proportion to their transactions with the cooperative, and supporting other activities as approved by the membership.

Fourth Principle: Autonomy and Independence

Cooperatives are autonomous self-help organizations controlled by their members. If they enter into agreements with other organizations, including governments, or raise capital from external sources, they do so on terms that ensure democratic control by their members and maintain their cooperative autonomy.

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Fifth Principle: Education, Training and Information

Cooperatives provide education and training for their members, elected representatives, managers, and employees so they can contribute to the development of their cooperatives. They inform the general public—particularly young people and opinion leaders—about the nature of benefits of cooperation.

Sixth Principle: Cooperation Among Cooperatives

Cooperatives serve their members most effectively and strengthen the cooperative movement by working together through local, national, regional and international structures.

Seventh Principle: Concern for the Community

While focusing on member needs, cooperatives work for the sustainable development of their communities through policies accepted by their members.

B. Mission Statement

The Park Slope Food Coop is a member-owned and operated food store– an alternative to commercial profit-oriented business. As members, we contribute our labor: working together builds trust through cooperation and teamwork and enables us to keep prices as low as possible within the context of our values and principles. Only members may shop, and we share responsibilities and benefits equally. We strive to be a responsible and ethical employer and neighbor. We are a buying agent for our members and not a selling agent for any industry. We are a part of and support the cooperative movement. We offer a diversity of products with an emphasis on organic, minimally processed and healthful foods. We seek to avoid products that depend on the exploitation of others. We support non-toxic, sustainable agriculture.

We respect the environment. We strive to reduce the impact of our lifestyles on the world we share with other species and future generations. We prefer to buy from local, earth-friendly producers. We recycle. We try to lead by example, educating ourselves and others about health and nutrition, cooperation and the environment.

We are committed to diversity and equality. We oppose discrimination in any form. We strive to make the Coop welcoming and accessible to all and to respect the opinions, needs and concerns of every member. We seek to maximize participation at every level, from policy making to running the store.

We welcome all who respect these values.

C. Anti-Discrimination Policy

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Excerpt from the Internationally Recognized Cooperative Principles: “Cooperatives are voluntary organizations, open to all persons able to use their services and willing to accept the responsibility of membership without gender, social, racial, political, or religious discrimination.”

Excerpt from our Mission Statement: “We are committed to diversity and equality. We oppose discrimination in any form. We strive to make the Coop welcoming and accessible to all and to respect the opinions, needs and concerns of every member.”

“The Coop requires that all members welcome one another and refrain from behaving in a discriminatory manner. We are committed to fostering respect and prohibiting any form of discrimination or harassment among members. The Coop will not tolerate discrimination against any of the following protected classes:” (This list of protected classes is from the NYC Human Rights law)

- Age
- Immigration or citizenship status
- Color
- Disability
- Gender (including sexual harassment)
- Gender Identity
- Marital status and partnership status
- National origin
- Pregnancy and Lactation Accommodations
- Race
- Religion/Creed
- Height and Weight
- Sexual orientation
- Status as a Veteran or Active Military Service Member

D. Thoughts About Our Work Requirement

By Joe Holtz, General Manager and Founding Member

A handful of times over the years, a few members have stated during the General Meeting’s open forum that the Coop “should consider having members who would not want to work but who would pay higher prices.” Although the members who raised this issue have usually been invited to submit their idea as an agenda item for the GM, I can’t recall their ever having done so. With the exception of one “store format” coop that

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requires members to work about six hours a year and requires all shoppers to be members, I know of no other "store format" coop other than ours that requires work from all members capable of working.

Years ago I met with two people from the organization "We the People" who wanted to start a coop in Oakland, California. Although the two with whom I met were enthusiastic about modeling their member work system after ours, not everyone working on starting the new coop was comfortable with that idea. Some were saying that perhaps membership should be open to all people, regardless of whether or not they were willing to work. Most coops offer their members a variety of membership levels to choose from, with the greatest discount on groceries going to those who do the most work and the smallest discount for members who choose not to work at all. Each of these levels represents a different economic "deal" between the coop and its member-owner.

I thought about this for a few days. One thing I believe is that on average our members feel more connected to our Coop and care more about our Coop and feel more like owners than members of other coops. Requiring every member to pick one or another economic deal with the Coop or giving members the ability to switch from one deal to another would cause the members to be constantly rethinking which deal was best for them, and that process forms a barrier to making the ownership connection. You are always making a deal with an "other." The more that a coop membership is different from a video store membership or health club membership, the more members will realize that they actually own their coop. If you feel like you own it, then you care about it. If you care about it, then the coop has to improve.

At the Park Slope Food Coop, by offering only one "deal," which is simply called membership, I think we clear the way for a higher level of involvement and commitment. Also, I believe that some sort of class system would emerge if members could choose a membership level, because the members with more money would tend not to work, and the members with less money would tend to work. There is also something about the very nature of work—when performed in a decent environment, work can enhance the possibility of a sense of caring, of pride and of ownership.

Keep in mind that all this talk about caring and the feeling of ownership is in terms of an average. To get that average we have dedicated members and we have alienated members and a wide range in between. I believe that our average member's commitment is greater because of our work requirement than it would be without it. One of my greatest

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pleasures is when I see a member who initially cares very little about the Coop come to care a great deal about the Coop. I believe this transformation occurs more often than not because of the participatory nature of our Coop.

SECTION III. The Workslot System at the Coop

A. Workslot Basics

1. How the Member Labor System Works

The uniquely fundamental principle of the Coop's participatory cooperative model is the requirement of all members to work a shift to help operate the Coop. All members are required to work shifts except those who qualify for a work exemption status. This principle is called the workslot system or member labor system.

The workslot system is organized by two features: the type of work you do at the Coop and the time you do that work. The types of work represent "Committees" and pertain to particular areas of the Coop's operations: receiving, stocking, office, front-end (checkout, cashier, entrance), food processing, and maintenance. The time you do your work is called a "shift" and would be defined by a day of the week and a start time. All shifts at the Coop are 2 hours and 45 minutes in length.

The Coop's current member labor system, a product of efforts to streamline and make it more efficient, is designed to give members more direct management of their Coop membership and provide more flexible options for meeting the member-labor requirement.

2. Member Services

Member Services (https://members.foodcoop.com/services/login/?next=/services/) is the online portal where members manage their memberships. Every member has a Member Services account accessible from the Coop's website (http://foodcoop.com). In Member Services, you can schedule and cancel work shifts, see your status, initiate a leave of absence, apply for a work exemption, and make product suggestions, among other things. All members are strongly encouraged to review the Member Services account on a regular basis.

3. How to Schedule Shifts

Before you can use the Shift Calendar in your Member Services account, there are two agreements that you must sign off on: Health & Safety Policies Agreement and Workslot

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Policy Agreement. Both can be found in your Member Services account in the "Virtual Office" tab. Once you have taken these steps, you can start scheduling shifts.

You have two options to meet the workslot requirement: "freelance" or "recurring" shifts. Either way, you need to work at least one shift per cycle. Currently, the work cycle is six weeks long.

The shift calendar allows you to view up to six weeks' worth of shifts at a time. In the shift calendar, click on "See all job descriptions" for a comprehensive list of all jobs and their detailed descriptions. You can also filter the calendar by types of work ("committees") or date and time. You may have up to two shifts (including your recurring shift) scheduled at one time.

4. Recurring Shifts

Members may choose to work a shift that meets at regular intervals in the cycle. These types of shifts are called "recurring" shifts. Recurring shifts meet one time per cycle on the same day, time, and week in the cycle. The weeks in the cycle will be identified with a letter (A, B, C, D, E, or F) corresponding to the six weeks.

5. Freelance Shifts

Members may choose to schedule a different shift each time they want to work. These shifts are called "freelance." Members who normally work a recurring shift may also schedule and work any available freelance shift.

6. Canceling Your Freelance Shift

If you need to cancel a freelance shift, you can do so until 8 pm the night before without penalty. All shifts must be canceled using your Member Services account. If you do not show up for a shift you have not canceled, you will owe one extra shift.

7. Canceling Your Recurring Shift

You may cancel a recurring shift until 8 pm the night before the shift meets. However, you are allowed only three (3) cancellations or no-shows within a rolling 12-month period per a team or recurring shift. At the fourth cancellation or no-show, you will be automatically removed from the team.

If you are removed from a recurring shift, you can join another recurring shift.

8. Work Guidelines at a Glance

• All working members are required to either: 1) schedule each shift they work (freelance) or 2) choose a regularly scheduled shift that meets on a predictable schedule (recurring). Walk-ins (or unscheduled work) are not permitted.

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• You need to work at least one shift per cycle (or have one shift credit in your bank to cover the cycle) but you are welcome to work extra shifts. Those additional shifts will add credits to your bank. There is no limit to the number of credits you can have in your bank.
• You may have up to two scheduled shifts at one time, with no more than two shifts on the same date.
• You can cancel a shift (freelance or recurring) until 8 pm the night before without penalty.
• If you do not cancel a scheduled shift and fail to work it, one shift credit will be debited from your bank. This is called a “no show.”
• You may schedule a freelance shift up to 30 minutes before the shift starts.
• All shifts are 2 hours and 45 minutes.

9. On the Day of Your Shift

First of all, please arrive on time for your shift. If you are more than 15 minutes late for your shift, the Coop reserves the right to turn you away and mark you a “no show.” Scan your membership card at the entrance desk and report to the area where your shift meets. Ask the entrance worker for assistance if you don’t know where to report for your shift. You must check in with the staff person responsible for check-in to receive credit. Look for a staff member holding an iPad or a laptop.

B. YOUR WORK STATUS

1. Active, Alert, Suspended

Members with zero or more shifts in their bank have an “active” work status. This means you are up to date on the work requirement. If you fall behind by one work cycle, you become “alert” for work. You are still able to shop while you’re on alert. If you fall behind by two work cycles, your status changes to “suspended.” If you are suspended and try to scan your card at a checkout station, you will be unable to shop. However, you will have access to a 14-day grace period.

2. Grace Periods at the Entrance Desk

The first time you swipe at the entrance desk after being suspended, you will automatically activate a 14-day “grace period” that allows you to shop despite your suspension. Within those 14 days, you should either contact the Membership Office to straighten out the problem, schedule and complete any shifts that you owe, or pay any outstanding membership fees. You cannot get two grace periods for the same suspension, nor can you extend a grace period.

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3. Suspension Override Pass

If your grace period has expired and you are still suspended, you may request a suspension override pass (SO) from the Service Desk or Membership Office. An SO pass allows you to shop for the day even though your household is suspended. Each member is entitled to five SO passes per suspension.

All members in a household that want to shop need to have a suspension override pass to enter the Coop. If you have exceeded your 14-day grace period, you may not enter the Coop to shop without suspension override pass even if you are with a household member who has a pass. Each pass is specific to each member and cannot be shared.

C. TEAM LEADERS

Some shifts have team leaders. A team leader is a member working a shift who takes on the extra responsibility of helping to facilitate the smooth running of a shift. Team leaders work in cooperation with the paid staff. They receive training from staff and provide member leadership to support and direct the other working members of the team.

D. OTHER WORKSLOT OPPORTUNITIES

The Coop uses member labor in various ways beyond the main committees of checkout, food processing, stocking, office and maintenance. Approximately 125 members do their workslot on the Linewaiters' Gazette as editors, writers, illustrators, art directors and graphic designers. Members of the Soup Kitchen Committee prepare and serve food at CHIPS, a local soup kitchen, for workslot credit. Some other examples include the Chair Committee, the Fun Committee, the Compost Committee, the Agenda Committee, the Environmental Committee and the Personnel Committee.

Most of these special workslots require you to be a member for at least six months, and some have waiting lists and/or require specific skills or experience. Openings for special workslots are listed in the Linewaiters' Gazette (http://linewaitersgazette.com).

E. NO WORKSLOTS FOR PAY

The Coop prohibits members from paying members outside of their household to do their Coop work. This rule was decided upon by members at a General Meeting to prevent members (who could afford to) from paying their way out of a shift and losing the connection to the Coop as working members.

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SECTION IV. Exemptions From the Work Requirement

The Coop offers several work exemptions for qualifying members. All work exemptions can be requested through your Member Services account.

A. Health exemption and Caring For a Person With a Chronic Illness Or Disability
You can be exempted from working at the Coop if you are permanently or temporarily unable to work because of a serious health condition, or if you are caring for someone with a serious health condition. To be exempted from the work requirement, you must provide proof of “health exemption” or “caregiver” status from a licensed health care practitioner. Once you have requested “health exemption” or “caregiver” status through your Member Services account, you will be placed on “alert for notice” and emailed a form to be completed by your healthcare provider and returned to the Membership Office within four weeks. Once your form has been received and accepted, you will be “active” for the duration of your health exemption, even if you are behind on your work.

B. New Parents
New parents get 12 months of parental leave from the work requirement after the birth or adoption of a child. The leave is 12 months per child, not per parent, and begins on the birth or adoption date. If twins come into your life, your household will get 24 months of parental leave. The parents/guardians can decide to split the leave as they see fit.
For current members, parental leave is normally calculated from the baby’s birth/arrival date, or the due date. For new members joining with a child who is less than one year old, parental leave will be calculated from the new member’s join date to the baby’s first birth/arrival date and may result in less than 12 months leave.

C. Bereavement
The Coop offers an exemption from the work requirement to members who have suffered the loss of an immediate family member and have responsibilities pertaining to the deceased or simply need some time to absorb the loss. Bereavement work exemptions can be requested for up to three months, but additional time can be requested after that if needed.

D. Retirement
The Coop’s General Meeting approved the workslot retirement program as an optional benefit for Coop members who meet the age and years of service requirements. The

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program allows members who qualify to enjoy all the benefits of Coop membership without having to contribute their labor. All members, including those who qualify for this program, are of course welcome to work at the Coop.

1. Eligibility

To be eligible to retire you must be "active" for work, provide proof of age and fit into one of the following categories:

- 70+ years of age and 10 years of membership
- 69 years of age and 12 years of membership
- 68 years of age and 14 years of membership
- 67 years of age and 16 years of membership
- 66 years of age and 18 years of membership
- 65 years of age and 20 years of membership
- 64 years of age and 22 years of membership
- 63 years of age and 24 years of membership
- 62 years of age and 26 years of membership
- 61 years of age and 28 years of membership
- 60 years of age and 30 years of membership

The following will not count toward years of membership: time spent on a leave of absence (either temporary or permanent), on unassigned or "dormant" and/or any time during which a member was temporarily barred from the Coop as the result of a disciplinary proceeding. The following will count toward Coop membership: parental leave, health exemption and bereavement.

2. What If I Want To Keep Working?

As explained above, no member is required to retire. If you qualify for retirement but wish to continue working, you are welcome to do so. Retirees are also welcome to work for housemate(s), family or friends. You will use the shift calendar in your member services account to choose available freelance shifts.

E. AUTHORIZED SHOPPERS FOR MEMBERS WITH A HEALTH OR PARENTAL WORK EXEMPTION

If you are not working at the Coop due to a health exemption or have just begun a parental leave and are unable to shop on your own, we suggest that you first try to ask another Coop member to shop for you. Any Coop member in good standing can shop for another Coop member in good standing; nothing special needs to be done by the office. If a member does not know another Coop member who can shop for them, the Coop can

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authorize a temporary surrogate non-member shopper. To authorize a non-member shopper, request an “Authorized Shopper” form in your Member Services account or contact the Membership Office. A shopper can be authorized for the length of the health exemption or for a specified period of time up to six months, whichever is shorter. New parents can have an authorized shopper for up to two months from the start of the parental leave.

Once an authorized shopper has been approved by the Membership Office, they will be allowed to access the Coop shopping floor with or without you. Note that authorized shoppers may never shop for themselves.

SECTION V. Going on Leave From the Coop

A. Leaving Temporarily

If you need to leave the Coop for six weeks (or longer), you may take a temporary leave of absence from the Coop using your Member Services account. During this time your membership will be put on hold, and you will not be allowed to shop, work, or enter the Coop, even as a visitor. Leaves of absence cannot be applied retroactively to missed work cycles. Your leave of absence may be extended in 6-week increments up to 48 weeks.
If you are part of a Coop household, you must physically be leaving the house to request a leave of absence. If you are staying home and want to take a leave because you cannot meet the work requirement, all members of your household have to go on leave as well.

B. Ending Your Coop Membership

If you are leaving the Coop for more than a year, you may request a permanent leave using your Member Services account. The Coop will process the return of your member investment (this takes approximately two weeks), or you may donate it to the Coop. If one member of a household is leaving the Coop permanently, we will need a new address and phone number for this person. If we do not have a new address, we cannot process the leave. Please note that permanent leaves will not be processed because one member of a household does not want to be a Coop member anymore. The member going on permanent leave has to move away from the household or the whole household will be required to take a leave.

C. Rejoining The Coop

Former members may rejoin the Coop by coming to the Membership Office during office hours (https://www.foodcoop.com/hours/). When rejoining you must provide proof of

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identity and address. If there are other adults in your household they will have to provide ID and address as well.

You will not have to complete another orientation or pay the joining fee a second time. However, if you were refunded the $100 investment when you left the Coop, you will have to reinvest. You can request a payment plan and/or reduced payments.

If you still have your membership card, you can use it. If not, please request a replacement when you rejoin. A replacement card costs $3.50.

SECTION VI. Children at the Coop

A. Children Under 18 Working/Shopping At the Coop

In accordance with the laws of New York State, children between the ages of 14 and 18 may work in the Coop only when their working papers are filed in the Membership Office. Children with the required documentation may come to work in the place of members of their household only. Children may not work for Coop members who are not members of their household. Once we have a copy of your child's working papers, they will be issued a "Child of..." Membership Card.

There are several restrictions to children 18 and younger working and shopping at the Coop, even if they have working papers on file. No child 18 or younger, with or without working papers, may work checkout or cashier. This rule stems from the New York State Liquor Law and from our concern for accuracy and speed in these crucial jobs. For reasons of safety, Coop kids under the age of 16 are prohibited from entering the Receiving areas on the shopping floor and the basement.

B. Membership Card For Your Child

The "Child of" membership card is needed if you want to allow your child to work or shop without an adult member of the household. To have such a card made for your child, please come to the Membership Office with your child, or send your child alone with a letter of request from you that includes your name and member number. Coop children must always have their cards with them to enter the Coop alone, since your photo, not theirs, will appear at the entrance desk.

If the child's working papers are on file, their "Child of" card will display that information.

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C. When Your Child Turns 18

When your child turns 18 and is out of high school, they can join the Coop. We strongly encourage them to join in order to experience first-hand the benefits of cooperation. Young adults between 18 – 22 can join the Youth Committee. Members on the Youth Committee are not required to work but can work for other members of their household.

Children of members are exempt from paying the joining fee, but they are required to pay the investment. Coop “children” who have turned 18 should contact the Membership Office about initiating their own membership and joining the Youth Committee.

SECTION VII. The Decision-Making Process

A. General Meetings

The monthly General Meeting (GM) has been the decision-making body of the Coop since the Coop began in 1973. When the Coop was incorporated in 1977, the Board of Directors was established, and the Board Meeting was combined with the monthly GM. However, the Board’s role doesn’t replace the member initiative, discussion and participation in decision-making that is the purpose of the GM. Members who attend the GM have a voice in advising the Board on matters that come before the meeting.

The GMs are generally held on the last Tuesday of each month at 7:00 p.m. and currently meet at the Picnic House in Prospect Park.

Meetings are presided over by members of the Chair Committee. Board members are elected once a year at the Coop’s Annual Meeting in June, and serve for terms of three years on a rotating basis. Members can vote for the Board of Directors by submitting an electronic ballot that all eligible members receive by email.

1. How To Submit An Agenda Item

Any eligible member can submit an agenda item for consideration at a GM by completing an Agenda Item submission form on foodcoop.com. The Agenda Committee (AC), a group of elected members, was created to improve the GM as a forum for discussion and decision-making. The committee reviews agenda submissions and sets the monthly GM agenda. The Agenda Committee is available to assist members in preparing discussion items or proposals for presentation at the GM. Members may email their submissions to psfcacATgmail.com before 5 p.m. on the first Tuesday of the month. The AC will attempt

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to place your item on the agenda of the meeting you requested whenever possible, but in general items are scheduled in the order in which they're received. You are expected to present your own item at the GM for which you are scheduled.

In order for your proposal to receive the consideration it deserves, we strongly recommend following these guidelines:

• Do your homework: This can save a substantial amount of time at a meeting and allow more time for discussion of the merits of your item.
• Find out if a similar proposal has already come before the GM.
• The General Coordinators welcome your questions and can direct you to appropriate sources and resources. Talk to the Coordinator(s) responsible for the area of Coop operation that your proposal addresses.
• Find out if the subject of your proposal has already been, or is being, addressed by the paid staff.
• Research the ramifications of your proposal and be prepared to explain and discuss them.
• Check the language of your proposal or discussion item for clarity.
• Try to anticipate questions people will ask and prepare answers.

B. Referenda

While most decisions are made at General Meetings, from time to time the General Meeting determines that a decision should be made by referendum, or Coop-wide ballot.

Two prior examples of how referenda were used in the decision-making process are the decisions to sell beer and meat. For those votes, members used paper ballots distributed at the Coop and dropped off in a ballot box. A majority of Coop members voted to approve the sale of beer and meat in the Coop, and this decision was then accepted and voted on by the Board at the next General Meeting. This is also an example of how the Board acted in accordance with the wishes of the majority vote of our membership.

C. The Role of the Board of Directors

By John Sandercock, Attorney for the Park Slope Food Coop Revised and updated by Michael Salgo, Attorney for the Park Slope Food Coop, January 2016

The Coop is a non-stock membership cooperative governed by the NYS Cooperative Cooperation Law (CCL) and the NYS Business Corporations Law (BCL). The procedures that it must follow are set out by its bylaws, the CCL and the BCL. Like all membership cooperatives, the Coop has members, officers and a Board of Directors. The term "member" in a non-stock cooperative means the same thing as the term "shareholder" in

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a corporation that issues stock.

The BCL essentially requires that a corporation be managed by a board of directors. Before the Coop was incorporated, it had been governed by an assembly called the General Meeting (GM), and that tradition was continued following incorporation in 1977. The Coop's bylaws provided a continuing role for the GM by requiring the directors to "receive advice of the members" on all matters coming before the directors. Specifically, the Coop's bylaws require the Board of Directors to meet at least ten times a year and to give notice to (i.e. invite) the members prior to each meeting. The bylaws also require the Board of Directors to "inform those members who shall be present of the nature of the business to come before the directors and receive the advice of the members on such matters." (Article VI)

The directors are persons who were elected to the Board by the members at an annual meeting of the membership. Historically, the directors' decisions have always been based on the advice received from the members of the GM. Directors are not required to ratify decisions made by the GM, however; they are legally bound to use their business judgment and act in the best interests of the corporation, and if they believe that a decision of the GM is illegal or irresponsible or is not in the best interests of the Coop, they should not ratify it.

The Coordinators have a dual role at the GM; they are required as officers of the corporation to report to the directors and they have a duty to present accurate information. They are also members and have the right to make their personal views known to the GM.

The Coop's bylaws, in accordance with the CCL, also require it to have an annual meeting of the membership. This is the same thing as the annual meeting of the shareholders of a corporation. The bylaws provide that a quorum for such "meetings of the membership" shall be 100 members. The GM is not, and was never intended to be, a formal "meeting of the membership"; the only "meeting of the membership" regularly held by the Coop is the Annual Meeting in June. The bylaws do not provide for any other meetings of the membership. It is possible to hold an additional ("special") meeting of the membership, but the procedure under the law is cumbersome.

D. Amended Bylaws

The Park Slope Food Coop Amended Bylaws, which outline the Coop's governing structure, are available for all members to read. They are available in the "About (https://www.foodcoop.com/by-laws/)" section of the Coop's website.

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E. Financial Statements

The Park Slope Food Coop's Annual Audited Financial Statement is distributed from the main literature rack in the ground floor elevator lobby. In addition, the Coop's Treasurer or another General Coordinator staff presents an interim, 4-week financial statement at almost every General Meeting and also takes questions from meeting attendees.

SECTION VIII. Paid Staff

The Coop has a two-tiered staff structure: a management team known as the General Coordinators and Area Coordinators supervising specific areas like Receiving, Membership, Bookkeeping, and Information Technology (IT). General Coordinators are responsible for the overall, day-to-day management and administration of the Coop, the coordination of member labor, long-term planning and oversight, and supervision of the rest of the paid staff. All the work of the paid staff requires a broad overview of the Coop, work that would be difficult to divide into workslots, or work that requires day-to-day responsibility. All paid staff responsibilities include supervising and coordinating the labor of our members. Paid job openings, when they occur, are publicized inside the store and on foodcoop.com.

SECTION IX. Membership Office

The Membership Office, located on the second floor of the Coop, is there to answer questions and generally assist with membership-related problems and concerns in person and over the phone. The Office is managed by Membership Coordinators and staffed by members doing their workslots.

You may be able, however, to avoid the need to call or visit the Membership Office by referring to this manual and using the virtual office in your Member Services account.

Membership Office Hours (subject to change):
Mon 10:30 am– 5:30 pm
Tues 10:30 am– 5:30 pm
Wed closed
Thu: 10:30 am– 5:30 pm
Fri & Sat: 10:30 am– 5:30 pm
Sun 8 am – 2:30 pm

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SECTION X. Parking at the Coop

A. "TRUCK Loading Only" Zone In Front of the Coop

The area in front of the Coop is a "Truck Loading Only" zone between the hours of 6 am and 10 pm. No standing rules apply except for commercial vehicles or trucks. When this regulation is in place, you may only stop to expeditiously drop off or pick up passengers. You may not park or idle in the Coop's Truck Loading Only Zone. If you do, there is a good chance you will be ticketed and/or towed.

The area in front of the firehouse is a No Standing Zone. At no time should you park, idle or drop off/pick up passengers in front of the firehouse. The Fire Department needs clear access to their driveway to respond promptly to any emergencies. We have received complaints from neighbors and the Fire Department about members blocking the street and the firehouse driveway. We ask for your cooperation in observing the No Standing rules.

The Coop receives deliveries at all times of the day, and these trucks must have complete access to the store. At times when we are not receiving a large delivery, the Coop's curb must be kept clear for smaller deliveries and members loading up their groceries. Your only legal use of the curb in front of the Coop is loading your groceries. Please help the Coop in being a good community citizen by obeying the parking rules, the Coop staff and the "outside" workers wearing neon vests.

B. Where You Can Park

Parking is challenging in Park Slope. Metered parking is available on Seventh Avenue and Union and President streets below Seventh Avenue and along Carroll Street above and below Seventh Avenue. If you park in the neighborhood within a designated area, a member called an "outside" worker in a neon vest will walk with you and your groceries to your car (or home) and return the Coop shopping cart for you. A map of the designated area is posted in the entryway vestibule.

SECTION XI. Shopping at the Coop

A. Shopping Hours (subject to change):

Monday – Saturday: 8 am–9 pm

Sunday: 8 am – 8 pm

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B. Do's & Dont's of Shopping at the Coop

All members contribute to a civil and cooperative environment in the Coop. Please respect one another by observing our Coop's shopping rules.

DO...

• SHOP AT THE COOP ONLY IF YOU ARE A MEMBER. Coop members are the only people who may shop at the Coop.

• CHECK IN WITH THE ENTRANCE WORKER BEFORE SHOPPING AND WORKING. Avoid the appearance of "sneaking in" by scanning your card at the entrance desk before you go to shop and work.

• COMPLETE YOUR SHOPPING BEFORE YOU GET ON THE CHECKOUT LINE. Shopping while waiting on line is uncooperative. However, it is okay to shop for items you pass while you are on line. And it is okay to pop out of the line for one or two items that you may have forgotten.

• UNLOAD YOUR CART ONTO THE NOSE/FRONT END OF THE CHECKOUT. It is the shopper's responsibility to ensure that all items are unpacked and then added to the bill. Pack up your items after they have been scanned.

• PAY IMMEDIATELY FOR CHECKED-OUT GROCERIES. Groceries that have been checked out must be paid for immediately. If you need an exception to this rule (to go the ATM, for example) speak to a member of the paid staff.

• EAT ONLY PAID-FOR FOOD. Don't nibble away at the Coop's financial health by eating food before you pay for it! This includes snacking in the produce and bulk aisles. New York City sanitary rules prohibit eating in the Food Processing area.

• WEAR SHOES AT THE COOP. The Coop does not allow people into the building who are barefoot.

DON'T...

• DON'T SHOP AT THE COOP FOR NON-COOP MEMBERS. As a member, you may not purchase groceries for non-members. One member may purchase groceries for another member as long as both members' shopping privileges are current.

• DON'T GO TO THE BASEMENT WHEN YOU ARE SHOPPING. Only working members have free access to the basement. All members should avoid the appearance of impropriety by not shopping from, or storing items in, the basement. If you need an item from the basement, page out for that item. If you get no response, or have a special order in the basement, get permission from a member of the paid staff before going to the basement yourself.

• DON'T ALLOW YOURSELF TO BE CHECKED OUT BY HOUSEHOLD MEMBERS OR

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FAMILY MEMBERS. This will avoid the appearance of impropriety. Also, do not wait for a particular checkout worker, unless you are doing so to avoid the station of a household member or family member.

• DON'T PARK IN FRONT OF THE COOP. Nor can you park on the Coop's sidewalk. The driveway of the firehouse next door must be kept clear at all times. Do not leave someone in a car outside the Coop while you shop. That space is for deliveries and for members to load their cars. Park nearby and bring your car to the front after paying, or even better use a "walker" to walk you and your groceries to your car.

• DON'T BRING YOUR PETS INTO THE COOP. We welcome only service animals, specifically trained to aid a person with a disability.

C. FORMS OF PAYMENT ACCEPTED AT THE COOP

We accept PIN-based debit and bank cards, cash, EBT (Snap) and manufacturers' coupons. We also accept Apple Pay and Google Pay, provided they are linked to your debit card, not your credit card. The Coop DOES NOT accept credit cards or personal checks.

D. Security / Theft

It is hard to believe that Coop members would steal from a store they co-own. Sadly, it does happen. We ask that all members take responsibility for the well-being of the Coop by reporting suspicions of theft immediately to a member of the paid staff. However, we actively discourage members from confronting one another with suspicions of theft. All reports are investigated. When making a report of suspected theft, a written report with details such as date/time/location are appreciated. Your own name and member number would also be helpful.

When you're in the Coop, it's always a good idea to keep valuables on your person, and never leave your bag or purse in an unattended shopping cart. To many members, the Coop feels like a safe space, but it's important to remember that we are still in New York City and theft does occur.

E. Merchandise Returns

If you need to return an item and the item is eligible to be returned, bring the item and your "PAID IN FULL" receipt within 30 days of purchase to the Second Floor Service Desk, located outside of the Membership Office. Refunds cannot be processed without your Paid in Full receipt, or if more than 30 days have passed. You will be issued a store credit that can either be used toward another purchase at the checkout or exchanged for cash at the cashier. Credit slips expire 30 days after the date of issuance. (The expiration

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date is not printed on the credit slip, so please be aware that the 30 days includes the day the slip was issued.) The Coop does not offer exchanges.
For the complete return policy, click here (https://www.foodcoop.com/returns/).

F. Item Overcharge on Your Receipt

If you were accidentally overcharged for an item(s) and catch the mistake before paying for your groceries, a checkout worker or cashier can remove the item from your itemized receipt.
If you don't see the error until after you have paid, bring your "PAID IN FULL" receipt to the Second Floor Service Desk within 30 days to receive credit. You will be issued a store credit that can either be used toward another purchase at the checkout or exchanged for cash at the cashier. Credit slips expire 30 days after the date of issuance. The expiration date is not printed on the credit slip so please be aware that the 30 days includes the day the slip was issued.

G. Product Suggestions

If you would like to suggest that the Coop carry a certain item, please write it in the Product Suggestion section under the Contact Us button in your Member Services account. The more detail you provide, the easier it will be for us to consider your request.

H. "How Much Is...?" "Do We Have...?"

We request that members do not call the Coop to check the availability or prices of the items on their shopping lists. We simply cannot respond to these queries for all of our thousands of members. Our staff resources are limited and we must focus on serving members who are in the building. Also, there would be no way to guarantee that once you arrived at the Coop the product would still be on the shelves.

A current "Produce List (https://www.foodcoop.com/produce/)" is available on foodcoop.com. This list is updated daily and shows the produce items we are carrying that day, along with their prices.

I. Cart Return Service

The Coop offers a Cart Return Service to shoppers. Cart Return workers, a.k.a. "outside workers," walk shoppers to their cars, homes or subway/bus stops within a designated area, and then return the shopping carts to the Coop. The Coop offers this service to assist its members while also reducing parking congestion in front of the Coop and preventing cars from blocking the firehouse driveway. Member workers who provide this service wear neon vests, allowing shopping members to easily identify them. A map of the designated area is posted in the entryway vestibule.

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J. Guest Pass Policy

- Each member is entitled to four Guest Passes per calendar year.
  - Unused passes do not roll over to the following calendar year.
- One guest equals one pass. For example, if you bring two guests on the same day, you will use up two of your four passes. If you bring five guests and have only four passes, only four of your guests will be allowed to enter. Please plan accordingly.
- Members can bring guests on Tuesdays, Wednesdays, or Thursdays, during shopping hours.
  - Due to capacity limits on Fridays, Saturdays, Sundays, and Mondays, guests are not allowed on those days.
- Members must bring their guest(s) to the Second Floor Service Desk or the Membership Office to obtain a Guest Pass. Your guest(s) will need to present photo ID before the pass is issued.
- Unused guest passes cannot be transferred to another member.
- Members on a leave of absence, dormant, or whose status does not allow access to the Coop cannot enter the Coop as a guest.
- We welcome guests to our wonderful Coop but as non-members, they are not permitted to shop.

SECTION XII. Procedure for Complaints

A. Complaints Against Another Coop Member

If you feel that you have been mistreated by another Coop member and would like to register a complaint, there are a few options available to you. Depending on the severity of the incident and the course of action you'd like taken, you may give your report to a paid staff member, the Dispute Resolution Committee (DRC) or the Equity, Access and Community Committee (EACC). To submit a report, please visit the Membership Office to speak with a staff member or complete the corresponding form. Reports can be mailed to the Coop or dropped off in the appropriate mailbox in the Membership Office, and should include as much information as possible. They must include your name, member number and phone number. The Coop will not respond to anonymous complaints.

Reporting the incident to a paid staff member might be a good place to start. They can give you guidance, advice and information on Coop policy, and may be able to intervene to alleviate the situation.

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1. Equity, Access and Community Committee (EACC)

The EACC was created by a group of members who seek to improve relations and communication among Coop members. To that end, complaints of inappropriate conduct might prompt a review of the circumstances, which could result in mediation and discussion but no disciplinary action. Members can reach the EACC by emailing psfc.equityATgmail.com.

2. Dispute Resolution Committee (DRC)

The DRC, an elected member committee, has authority to take action after a thorough investigation. Depending on the outcome of their investigation, the DRC's action could take the form of a warning, arbitration, or hearing and may lead to expulsion or suspension of membership. Correspondence to the DRC can be left in the DRC mailbox in the copy room on the second floor of the Coop.

B. Complaints Against a Member of the Paid Staff

Complaints received regarding a Receiving, Membership or Bookkeeping Coordinator will be referred to the General Coordinators. Complaints received regarding a General Coordinator will be referred to the Personnel Committee.

SECTION XIII. What We Do to Reduce/Reuse/Recycle

Protecting the environment, especially through the reduction and responsible disposal of waste, is a priority in the Coop. There are a number of ways in which the Coop does its share to recycle, reuse and reduce.

A. Food We Can't Sell

The Compost Committee hauls all inedible produce to the Garden of Union and other community gardens. The Coop donates unsellable but still edible food to Christian Help in Park Slope (CHIPS) for their soup kitchen and to several community fridges as well. The Coop provides member-workers to CHIPS to increase their capacity to accept food and their ability to feed the hungry in our community.

B. Crates & Boxes

Wooden crates and waxed poultry boxes are picked up from the Coop to be reused by farmers and suppliers.

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D. Reducing Plastic Usage

To reduce the use of plastic bags, every new member receives a complimentary reusable shopping bag upon joining, and the Coop sells string and cloth shopping bags. Cardboard boxes for carrying groceries are available at the end of checkout lines. At the May 2008 General Meeting, the membership voted to ban the use of plastic shopping bags.

E. Wind Power

The Coop uses a wind power supplier for all of its electricity.

F. Heating & Cooling/Refrigerator System

The Coop uses a cooling and heating system that recovers heat from the freezers, heating our hot water year-round and helping to keep the Coop warm in the winter. We also recycle some of the cold air that escapes from our refrigerated cases for use in air conditioning. Additionally, our air-conditioning system is an ammonia-absorption system that utilizes no CFCs or HCFCs (known greenhouse gases and ozone-depleting substances).

Our air conditioning system utilizes gas-fired chillers to conserve electricity during the summer months, when electricity demand is highest.

Our medium-temperature refrigeration system uses glycol as a transfer medium, greatly reducing our use of HCFCs.

G. Recycled Paper

The Coop uses recycled paper in the Membership Office for many functions. We also collect and recycle paper waste generated by the Coop's operations.

H. Bottled Water Ban

At the April 2008 General Meeting, the membership voted to ban the sale of bottled water at the Coop. (This ban does not apply to carbonated water.)

SECTION XIV. The Linewaiters' Gazette

The Linewaiters' Gazette, founded along with the Coop in 1973, is our biweekly newsletter produced by members. In 2021, the Gazette transitioned to a digital format and can be accessed at LinewaitersGazette.com (https://linewaitersgazette.com). The Gazette is a great place to read about interesting Coop- and community-related stories, stay up to date on Coop events, get a recap of the monthly General Meeting, learn about special workslot openings, and much more. It's also a useful way for members to communicate

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with one another through letters-to-the-editor, voluntary articles and Committee reports. Any member can submit an entry to the Gazette by following the guidelines published in each issue.

SECTION XV. Glossary of Important Coop Terms

"Active" for work: up to date on your work and allowed to shop. Note that members on work-exemptions like health and new parents may be active even when they are behind in their work.

"Alert" for work: behind by one work cycle, but still allowed to shop

Authorized Shopper: a non-member temporarily designated to shop for a Coop member who is unable to shop due to a disability or illness

Bereavement Leave: time off from one's workslot due to the death of an immediate family member or close friend

Bookkeeping Coordinator: a paid staff member who supervises the Coop's bookkeeping processes—accounts payable, receivable, cashier accounting—and supervises the members who do their workslots in that area

"Child of" Membership Card: Coop-issued photo ID that enables your child (under the age of 18) to enter the Coop alone. They must have this card with them to enter the Coop and shop or work.

Committee: A descriptive term for the types of workslots at the Coop. Some examples include stocking, checkout and office.

Cooperative: an organization collectively owned by and operated specifically for the benefit of its members

Entrance Desk: the front desk where members are responsible for checking in every time they enter the shopping floor to work or to shop

General Coordinator: a member of the upper level of paid management who is responsible for the overall management of the Coop

General Manager: a General Coordinator who acts as the General Manager of the Coop; currently, the General Manager is Joe Szladek.

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General Meeting: monthly meetings in which members discuss and vote on Coop policy. These votes constitute member advice to the Board of Directors, whose votes during the Board of Directors portion of every GM constitute our legal decisions

Grace Period: a 14-day period, activated at the entrance desk, in which shopping privileges are granted even though a member is "suspended."

Health Exemption: an exemption from working at the Coop for a temporary period of time or permanently due to a health condition

Household: a group of adults 18 and over and out of high school who live together and share food or other items sold at the Coop

Joining Fee: a one-time, nonrefundable fee required of all members

Linewaiters' Gazette: the Coop's online newsletter, which is written, edited and published primarily by members, at LinewaitersGazette.com (https://linewaitersgazette.com)

Member Investment: a member-owner equity investment required of each member. When members take a Permanent Leave from the Coop, the equity investment can be refunded or donated to the Coop.

Membership Card: Coop-issued photo ID needed for entrance to the Coop

Membership Coordinator: one of a number of hourly paid staff who manage the Membership Office and perform other administrative tasks related to the coordination of member labor, as well as "Tech Support" on the shopping floor

Membership Office: the Coop's second-floor office where members are assisted with questions and concerns regarding membership

New Member Enrollment: where membership is finalized after prospective members have self-certified that they have read the online orientation materials

New Parent Exemption: a work-exempt designation for a specific period of time after the birth or adoption of a child

Permanent Leave: when a member quits the Coop. The member will arrange to have their investment refunded or donated to the Coop.

Receiving Coordinator: one of a number of hourly paid staff who orders, receives and facilitates the stocking of products we sell at the Coop

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Recurring or regular workslot: a workslot that meets on the same day and time once per cycle

Retirement: the privilege of being exempt from working for members who meet the specified eligibility of age and length of membership

Second Floor Service Desk: located outside the Membership Office, where members can receive credits for returned items or overcharges, and return bottles and seltzer canisters for deposit

Shift: the day and time your workslot meets. For example, Wednesday 8am.

Shift Calendar: online calendar within your Member Services account where shifts can be scheduled

"Suspended" for work: occurs anytime a member falls two cycles behind on their work. Being suspended means you will be unable to shop, unless you have a Grace Period.

Team Leader: an unpaid member of a shift who works in coordination with paid staff to help run a shift

Technical Support: members of the paid staff who support the management of the shopping floor, including procedural, logistic and moral support and assistance with computer hardware malfunctions

Temporary Leave of Absence: when a member requests to put their membership on hold for a temporary period of time, with a minimum of six weeks

Updated 7/3/2025

OUR LOCATION
782 Union Street
Brooklyn, NY 11215

CONTACT US
tel: 718-622-0560 (tel:7186220560)
fax: 718-622-5685 (tel:7186225685)

SHOPPING HOURS
Mon - Sat: 8:00am - 9:00pm
Sun: 8:00am - 8:00pm

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OFFICE HOURS

Mon - Tue: 10:30am - 5:30pm
Wed: Closed
Thu- Sat: 10:30am - 5:30pm
Sun: 8:00am - 3:30pm

OTHER HOURS

Holiday » (/holiday)

PARK SLOPE FOOD COOP, 1973-2023
50 YEARS OF COOPERATION & COMMUNITY

Site Map (/sitemap)

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EXHIBIT D

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PARK SLOPE FOOD COOP
GUIDE to the GENERAL and ANNUAL MEETINGS

This document is a guide to members' meetings, how we discuss ideas and Coop business together, and how we make Coop decisions and govern ourselves. The Coop was created by a handful of people determined to work together to provide food for themselves. After the Coop started operating, meetings of the membership took place every month. When the Coop incorporated, the members decided that the Board of Directors (BOD) would be required to meet openly and vote only on issues that were taken up and voted on by the membership. This decision is reflected in our bylaws and these meetings are called General Meetings (GMs). Also in our bylaws is the establishment of an Annual Meeting, which occurs every June, where the BOD election is held and the audited financial statement is presented to the members for approval.

Outline:

I. Definition of the General Meeting . . . . . page 1
II. Time and Date of the General Meeting . . . . . page 1
III. Who's Who at the General Meeting . . . . . page 1
IV. Agenda of the General Meeting . . . . . page 2
V. Structure of the General Meeting . . . . . page 2
VI. Discussion Items . . . . . page 2
VII. Proposals . . . . . page 3
VIII. Committee Election Procedures . . . . . page 3
IX. Annual Meeting and June General Meeting . . . . . page 4
X. Extending the Meeting; Supplemental Meetings . . . . . page 5
XI. Interruptions . . . . . page 5
XII. Parliamentary Authority . . . . . page 6
XIII. Ratification of, and Amendments to, This Document page 6

I. Definition of the General Meeting

The General Meeting is the advisory body to the Board of Directors of the Coop. All members may attend these meetings. All members may bring ideas to discuss or proposals to be voted on during these meetings by submitting an agenda item to the Agenda Committee. All discussion and decision-making by the Board of Directors takes place in front of the members. The Amended Bylaws of the Park Slope Food Coop state that "the portion of the Board of Directors meeting that is devoted to receiving the advice of the members shall be known as the General Meeting…. The members who gather to give advice to the directors may choose to vote in order to express their support or opposition for any of the issues that have come before the meeting." The GMs are the central place where the membership can talk together and make decisions.

II. Time and Date of the General Meeting

A. **Time.** The General Meeting begins at 7:00 p.m. and usually runs until 9:45 p.m.
B. **January through October.** The General Meeting is held on the last Tuesday of every month from January through October.
C. **November.** The November General Meeting is held on the last Tuesday of the month, except when Thanksgiving falls after that Tuesday; in which case, the meeting is held nine days before Thanksgiving.
D. **December.** The December General Meeting is held on the Tuesday prior to the Tuesday before Christmas. When Christmas falls on a Tuesday, the General Meeting will be held on December 18.
E. When the date of a scheduled meeting needs to be changed, a simple majority can move the date of the affected meeting to the previous or subsequent Tuesday.

III. Who's Who at the General Meeting

A. **The Chairperson** impartially guides the meeting through its agenda. The chairperson keeps the direction of the discussion focused.
B. **The Chair Secretary** supports the chairperson, keeping track of who is waiting to speak and who has already spoken, and recording all decisions, votes, and amendments made by the General Meeting.
C. **The Secretary of the Coop,** an elected officer, records the minutes of the General Meeting and presents them at subsequent meetings. In the absence of the elected secretary and when the secretary has not appointed a replacement, the chair can appoint a member to fulfill the duties of the secretary from among the members present. Members of the Chair Committee may not serve in that capacity.

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D. **The Chair Committee** is comprised of coop members who rotate service as chairperson and chair secretary as their regular coop workslot. The committee as a whole serves as the parliamentarian of the General Meeting and members can act as advisors to the chair secretary who advises the chairperson. Members present at the General Meeting not serving as Chairperson or Chair Secretary assist the Chair Secretary in distributing ballots and counting votes. The committee selects its own replacements. Members interested in joining the committee should make themselves known to the chair secretary. No member of the Chair Committee shall serve as chair or chair secretary of any meeting where he/she shall have the appearance of a conflict of interest with a proposal on the agenda.
E. **The Agenda Committee,** whose members are chosen by election, organizes the agenda items submitted by the members prior to the meeting. They are responsible for setting each GM's agenda.

IV. Agenda of the General Meeting
A. **The Agenda Committee** impartially sets the agenda of the General Meeting. The Agenda Committee meets at the coop on the first Tuesday of every month. Members serve staggered two-year terms. Coop members interested in joining the Agenda Committee may stand for election to available seats annually at the October General Meeting or when deemed necessary by the Agenda Committee.
B. **Agenda Item Submission.**
1. Coop members must submit their agenda items to the Agenda Committee in writing and may appear in person to present their item to the committee. All items should include a title or name for the item and a 25-40-word description that the committee will submit for publication. Members appearing in person will have up to ten minutes to verbally present their item to the committee. Members submitting items are encouraged to be available by telephone between 8:15 p.m. and 9:00 p.m. the evening of the meeting so that the committee may contact them to
organize the agenda for a particular General Meeting.
2. Members developing items are encouraged to work together and access the Coop' resources to develop discussion items and proposals. Publicizing proposals prior to the General Meeting is encouraged.
3. Members with proposals are encouraged to submit them first as discussion items.
C. **Setting the Agenda.** The Agenda Committee will assemble the items, prioritize them, and submit them for publication in the *Linewaiters' Gazette* to be made available 5 to 12 days prior to the General Meeting date.
D. **Agenda time.** The Agenda Committee recommends the amount of meeting time allotted for each agenda item at the General Meeting.
E. Submitters of agenda items (or designated alternates) must be present at the General Meeting to present their items.
F. Emergency items may take precedence over the established agenda.

V. Structure of the General Meeting
The times and order of the structure of the General Meeting can be changed during the meeting as necessary by the chair or by majority vote of the members present.
7:00-7:15 Warm-up. Members make nametags, gather written information and have an opportunity to ask the Chair about GM protocols and procedures. The Chair and Secretary gather Open Forum items from members. Committees wishing to make a report notify the Chair.
7:15-7:30 Open Forum. This time is allotted for members to bring one item per person for up to one minute to the attention of the membership. Written items will be recognized first. Items can be submitted anonymously and read by the Chair.
7:30-7:45 Coordinators' Reports. The General Coordinators provide brief reports on Coop operations including but not limited to finance, purchasing, logistics, and special projects. Written copies of the financial statement are made available during the warm-up period.
7:45- 8:00 Committee Reports. Committees authorized by the GM can deliver a short report. This time is not be used for discussion of an agenda item.
8:00-9:30 Agenda Discussion. The agenda, as set by the Agenda Committee, may include discussion items, proposals, and elections.
9:30-9:45 Wrap-up. At this time, minutes from the previous GM are presented for correction and approval. The Board of Directors votes on all decisions that were made at the GM. There is also time for meeting evaluation, brief announcements and to call for ride shares.

VI. Discussion Items
Discussion items provide an opportunity to exchange ideas regarding the coop. Many proposals begin as discussion items. A discussion item does not conclude with a vote.

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A. **Presentation.** The presenter of the item (or designated alternate) will deliver a brief presentation of the item.
B. **Questions.** The chair will call for questions directly related to the subject matter. Presenters will have the opportunity to answer questions. The question period will proceed in this manner until all the questions are asked or the chair determines that it is time to move on to formal discussion.
C. **Discussion.** The Chair will call for participants and the chair secretary will prepare a short list of names to discuss the item, and repeat as necessary. Members are discouraged from repeating previous remarks. The discussion period will proceed until the meeting has fully discussed the item or completion of the time allotted.
D. **Extending, limiting, or ending discussion** is possible in the event the meeting believes it is necessary to do so. A member must offer the appropriate motion, which will require a second, and motions to extend or limit must state the specific period of time. The motion will be discussed by the meeting and may only be amended regarding the amount of time. The motion will be decided by a simple majority.

VII. Proposals
Proposals are the opportunity for the GM to change or create coop policy.
A. **Presentation.** The presenter of the item (or designated alternate) will deliver a brief presentation of the item.
B. **Questions and Comments.** The chair will call for questions and comments directly related to the subject matter. Presenters will have the opportunity to answer questions and consider changes to the language of the main motion. The question and comment period will proceed in this manner until all the questions are asked and comments are made or the chair determines that it is time to move on to formal discussion.
C. **Main motions** formally bring proposals to the floor of the general meeting for discussion, and require a second. The chair is available during the warmup period to assist. The presenter has the opportunity to modify the proposal before making a motion and may choose to withdraw the proposal altogether.
D. **Discussion and Debate.** The Chair will call for participants and the chair secretary will prepare a short list of names to discuss the item, and repeat as necessary. Members are discouraged from repeating previous remarks. The discussion period will proceed until the meeting has fully discussed the item or completion of the time allotted.
E. **Amendments** are proposed changes to the item under debate.
1. Upon recognition by the Chair, a member states specific changes to the main motion. If there are no objections the motion is amended to include the amendment.
2. In the event that there is an objection the member may choose to withdraw the amendment or if a second is present bring the amendment to the floor of the meeting for discussion in accordance with the rules stated in VII. C. At the end of the discussion the amendment will be brought to a vote for inclusion in the main motion.
3. Each proposed amendment may be amended. An amendment to an amendment will be brought to a vote prior to the primary amendment. An amendment to an amendment cannot be amended.
4. Non-germane and negating amendments are not allowed. Amendments must relate directly to the subject of the motion (or amendment) under consideration. They may not make an affirmative statement negative (or vice-versa) or substitute one motion for another.
F. **Tabling a motion** may occur in the course of a discussion of the main motion and its amendments. The effect is to lay aside the main motion and for the meeting to take up the next agenda item. Tabling requires a second, will not be discussed, and will be decided by a simple majority vote. A motion to table may include a provision that the item be taken up later in the meeting or at the next General Meeting. In the event a scheduling provision is not included, the item will be returned to the Agenda Committee for rescheduling at a future General Meeting.
G. **Extending, limiting, or ending discussion** of a main motion and amendments is possible in the event the meeting believes it is necessary to do so. A member must offer the appropriate motion, which will require a second, and motions to extend or limit must state the specific period of time. The motion may not be discussed by the meeting and may only be amended regarding the amount of time. The motion will be considered approved if passed by a two-thirds majority.
H. **Voting.** On all votes, the chair will determine the method based on the sense of the GM, including the possibility of acclamation, general consent, show of hands without counting, show of hands with counting, and paper ballots. There will be no call for abstentions. The counting of hands and the distribution, collection, and counting of paper ballots is conducted by the present members of the chair committee and any other members the chair shall so designate. At the chair's discretion, the GM may move on to the next agenda item while paper ballots are counted. Unless otherwise specified in this document and/or in the Coop's By-Laws, members express their support for proposals when a simple majority of the members voting at the General Meeting (or of the votes cast through another method) vote in favor.

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I. **Boycott.** As approved at the January 2016 General Meeting, to express support for a boycott proposal a supermajority of at least 75% of the members voting at the General Meeting (or of the votes cast through another method) must cast votes in support of the proposal.

VIII. Committee Election Procedures.
These procedures apply to the elections held at the GM for seats on any of the committees whose members are approved by the membership.
A. **Candidate Eligibility and Presentations.** Openings on all Coop Committees are announced in the *Linewaiters' Gazette*. Members interested in running for an open seat on a committee need to make their interest known to the committee. Each committee chooses nominees. Candidates are strongly encouraged to be present at the election, and each has the opportunity to make a one minute verbal presentation before addressing members' questions for a period of 3 minutes (or 4 minutes if no verbal presentation is made).
B. **Voting Procedures and Determining Results.**
1. All elections will be conducted by paper ballot. Preprinted ballots for committee elections are distributed by the Chair Committee just prior to the vote. Members must be present at the GM to vote.
2. Members may vote "yes" or "no" for each candidate. Members may not vote "yes" for more candidates than there are open positions.
3. The members of the Chair Committee collect each ballot personally from every voter and calculate the election results. At the discretion of the chair, other working members may participate in the counting of ballots.
4. To be eligible for election, each candidate must receive more "yes" than "no" votes. The candidates with the highest number of "yes" votes will fill the available openings (with terms of varied length filled in descending order according to the number of "yes" votes received).
5. The chair announces the results of each election. All election ballots are retained by the Coop office for a period of 3 months.

IX. Annual Meeting and June General Meeting
The Annual Meeting (AM) and June General Meeting, which occur on the same night as required by the bylaws, follow a different format than the other General Meetings of the year, and their purpose is to elect Board members, review the coop's audited financial statement, elect coop officers, and secure the services of an auditor for the following year. With the exception of the differences explained in this section, all other rules of the GM apply to the AM and June GM.
A. **Structure of the AM and June GM**
7:00-7:15 Warm-up.
7:15-7:30 Call to Order and welcome.
7:30-9:30
1. Annual Meeting Agenda: a) Presentation of the audited financial statement by the auditor; b) Review of the audited financial statement; c) Board of Directors Election.
2. General Meeting Agenda: a) Coop Officers Election; b) Retaining the services of a financial auditor for the following year.
3. The chair may toggle back and forth between the AM and June GM to best facilitate all agenda items.
9:30-9:45 Wrap-up.
B. **Voting by proxy or at the Annual Meeting**
Every Coop member in good standing is eligible to vote on the AM agenda items, including the BOD election, regardless of attendance at the AM. During the week preceding the legal observance of Memorial Day, a proxy packet is mailed to every Coop member to give members who will not attend the AM the opportunity to vote, and a proxy collection box is installed at the Coop. Completed proxies can also be mailed to the Coop. A Membership Coordinator assisted by working members counts proxies in the days just prior to the AM. All members are welcome to attend the June AM. Members arriving at the AM sign in at the entrance and receive a ballot pack to use in casting their votes. If a member has already voted by proxy, his or her proxy is pulled (so as not to be counted) upon arrival at the entrance of the meeting. After the ballot pack has been issued to a member, a replacement ballot is not permitted under any circumstances.
C. **Board of Directors' Election Procedures**
According to the New York State Cooperative Corporations Law and the Bylaws of the Coop, the members of the Coop shall elect a Board of Directors to staggered three-year terms by paper ballot.
1. **How to run for the Board of Directors (Declaration of Candidacy).** Every year in January and February an announcement about the upcoming Board of Directors' election is printed in the *Linewaiters' Gazette*. Any Coop member in good standing is eligible to run for an open seat on the Board of Directors (BOD). To become a candidate, a member must send a statement no longer than 750 words to the *Linewaiters' Gazette* by March 1

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and submit a passport-style photo to the office. Candidates' statements and photos are printed in four subsequent editions (once each in March, April, May and June) of the *Linewaiters' Gazette*. In addition, the candidates' statements are made available on the Coop's website until the election has taken place. Candidates are required to be available to attend the March GM to address members' questions, and requested to attend the June AM, when the election will take place. Nominations of BOD candidates from the floor of the AM are not permitted.

2. **BOD candidate presentations made at the March GM and the AM.** At the March GM and then again before the BOD election at the AM, candidates have the opportunity to make a one minute verbal presentation before addressing members' questions for a period of 3 minutes (or 4 minutes if no verbal presentation is made) per candidate.

3. Members may vote "yes," "no," or "abstain" for each candidate. If there are more candidates than open seats on the BOD, the number of "yes" votes on a ballot may not exceed the number of available openings. Ballots are then collected from each voter personally by the Chair Committee and working members, who then tabulate the election results, after adding in the collected proxies, with the assistance of a Membership Coordinator. The Chair announces the election results when the count is completed and the proxies and ballots are retained by the office.

4. To be eligible for election, each candidate must receive more "yes" than "no" votes. The candidates with the highest number of "yes" votes will fill the available openings, with terms of varied length filled in descending order according to the number of "yes" votes received.

5. **Filling unexpected vacancies.** In the case of a vacancy on the Board of Directors, there shall be an election held at a regular GM to fill the vacancy, no less than 30 days nor more than 60 days after the vacancy occurs. The GM may hold the vacancy open to be filled at the next AM provided that the vacancy is created with less than six months remaining before the AM and provided there is only one vacancy. A Director elected to fill a vacancy shall serve only until the next AM, at which time the membership shall elect a director to serve for the balance of the term. In all other respects, elections to fill BOD vacancies are conducted according to the rules for committee elections (Section VIII).

D. **Coop Officer Election Procedures**

These procedures apply to elections held for seats as an Officer of the Coop (President, Vice President, Secretary, Treasurer).

1. Blank ballots for officer elections are included in the ballot pack distributed at the entrance of the AM and June GM.

2. **Eligibility and candidate presentations.** Officers are elected annually for one-year terms. Only members of the Board of Directors are eligible to run for the offices of President and Vice President. The Chair opens the floor to nominations, which require a second and acceptance by the candidate.

3. In all other respects, officer elections are conducted according to the rules for Committee elections (Section VIII).

X. Extending the Meeting; Supplemental Meetings

A. Extending the Meeting is possible in the event the meeting believes it is necessary to do so. A member must move to extend the meeting, which will require a second. The member must state a specific period of time for the extension. The motion may not be discussed by the meeting and may only be amended regarding the amount of time. The motion will be considered approved if passed by a two-thirds majority.

B. Supplemental Meetings. A supplemental General Meeting may meet on the Tuesday fourteen days following a regular meeting if the General Meeting decides that significant business must be addressed before the next regular meeting.

XI. Interruptions

Under certain circumstances, members can interrupt the regular proceeding of the meeting, by stating the name of the interruption: "point of order," "point of information," "point of personal privilege," "I move to assist the chair," and "I move to overrule the chair." With the exception of a motion to overrule the chair, interruptions do not require seconds.

A. **Point of order.** A point of order is a reminder of a rule that has been forgotten or is being ignored. Any member may make a point of order at any time. If the chair concurs, the meeting will immediately observe the rule. Otherwise the chair will explain why the rule is invalid or irrelevant to the current discussion.

B. **Point of information.** Any member may make a point of information.

a. A point of information when a member offers information: this is an explanation which adds necessary immediate information to a discussion. This is only to be used when the information offered by the member cannot wait until the member is recognized during the regular discussion.

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b. A point of information when a member seeks information: members who need clarification of a statement by the chair or any speaker may ask a question as a point of information. The chair or speaker then has the opportunity to answer the question.

C. **Point of personal privilege.** A point of personal privilege pertains to matters of general comfort or physical emergencies which take precedence over the current discussion. If, for instance, a member notices that a fire has started, he may make a point of personal privilege asking that the meeting be adjourned for that reason. More often, a member may notice that the room is too hot or too cold, and may make a point of personal privilege asking that the chair address the general comfort of the members. Any member may make a point of personal privilege.

D. **Motion to assist the chair.** While the members of the chair committee are assumed to hold sufficient knowledge in facilitation of the meeting, there may be a moment when a member not of the chair committee will have greater knowledge of these rules or parliamentary procedure than the chair. If it appears the chair needs assistance to facilitate the meeting at that moment, any member may make a motion to assist the chair, and offer specific parliamentary assistance on the current issue.

E. **Motion to overrule the chair.** Any member who disagrees with a ruling of the chair may make a motion to overrule the chair immediately after the chair makes the questioned ruling. The motion must be seconded.

1. If the chair yields, the ruling is rescinded.
2. If the chair persists in the ruling, the person who made the motion—or another member designated by that person—will explain, in no more than three minutes, why the chair is incorrect. The chair—or another member designated by the chair, will then explain, in no more than three minutes, why the ruling is correct. There will be no further discussion.
3. The phrasing of the vote will be "shall the ruling of the chair be upheld?" A "yes" vote will be understood to support the ruling of the chair, and a "no" vote will be understood to support the appeal. The question will be decided by simple majority.
4. If the chair refuses to call a vote on the motion to overrule, any member may call for the vote. In this circumstance, the chair will be considered to have vacated his or her position for the duration of the meeting and the position of chair will be filled by another member of the chair committee. The chair committee will be required at its next meeting to consider the behavior of the offending chair. They may remove the member from the committee, temporarily suspend the member from the committee, place the member on probation, or maintain the member in his or her current status on the committee. The member under question will not have a vote on the issue. The chair committee will report their decision to the next GM.

F. Dilatory motions. Members may not attempt to delay the progress of the meeting or an individual motion by proposing numerous amendments or making frequent interruptions. When this happens, the chair may declare such motions dilatory and refuse to allow the meeting to consider them.

XII. Parliamentary Authority

Robert's Rules of Order, Newly Revised, will be the parliamentary authority for all matters not covered by this document.

XIII. Ratification of, and Amendments to, This Document

A. Ratification of this document shall result from a simple majority vote at a regularly-scheduled General Meeting of the PSFC, following discussion at a prior GM and publication online during the month prior to the discussion.

B. This document can be amended by a simple majority vote at a regularlyscheduled General Meeting of the PSFC, following discussion at a prior GM and publication in the *Gazette*.

This document was approved at the February 2011 GM, *and then Sections* VII H & I *were amended at the* January 2016 GM.

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