

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----  
MOSDOT SHUVA ISRAEL and BEN ZION  
SUKY,

*Plaintiffs,*

- against -

ILANA DAYAN-ORBACH p/k/a/ ILANA  
DAYAN, KESHET BROADCASTING LTD, THE  
ISRAELI NETWORK, INC. and ISRAELI TV  
COMPANY,

*Defendants.*  
-----

: Index No. 156173/2014

:  
: Mot. Seq. 0\_  
:

: **AFFIDAVIT OF ILANA DAYAN-**  
: **ORBACH IN SUPPORT OF THE**  
: **MOTION OF DEFENDANTS**  
: **ILANA DAYAN AND KESHET**  
: **BROADCASTING LTD TO**  
: **DISMISS PLAINTIFFS'**  
: **COMPLAINT FOR LACK OF IN**  
: **PERSONAM JURISDICTION**  
:

ILANA DAYAN-ORBACH, being duly sworn, hereby affirms, based on personal knowledge,  
that the following is true, under penalty of perjury:

1. I am an investigative journalist and anchorperson for the television program *Uvda*, which is produced and broadcast in Israel for an Israeli audience, and I am one of the defendants in this action.
2. I am an Israeli citizen, resident in Shoresh, a small village near Jerusalem.
3. I was born in Argentina, and immigrated to Israel when I was 6 years old. After I was drafted into the Israeli Defense Forces during the First Lebanon War, I served as producer, editor and correspondent for Israel Defense Forces Radio, becoming the first female soldier correspondent in its history.
4. After my Army service I studied law at Tel Aviv University (LL.B) and at Yale Law School (LL.M), where I also received my J.S.D. (doctorate in legal studies).

5. Since 1993, I have been the host and chief investigative reporter of *Uvda* (“fact” in Hebrew), which became known as the leading investigative and current affairs program on Israeli television. Analogous to the *60 Minutes* program on CBS in the United States, *Uvda* offers documentary reports on both domestic and international topics. Since its founding in 1993, *Uvda* and I personally have won virtually every journalistic broadcast award in Israel.

6. *Uvda* is broadcast by Keshet Broadcasting Ltd. (“Keshet”), which is one of two franchisees on Israel’s Channel 2. *Uvda* is the longest-running program on Channel 2. *Uvda* A.D. Ltd (a private company) is contractually engaged with Keshet to prepare and produce *Uvda*.

7. Keshet has no office in New York nor does it have any employees based in New York.

8. The pieces that are produced for, and appear on *Uvda* are conceived and broadcast for an Israeli audience, in Hebrew, without the preparation of any contemporaneous version in English and without English captioning. (In connection with this, I note that the purported – and in parts inaccurate and tendentious – transcript annexed to the Complaint was not prepared by Keshet, but by what I have been advised is a litigation services company hired by plaintiffs’ attorneys.)

9. Each approximately hour-long *Uvda* program contains usually between one and two different investigative or documentary reports, lasting from about 20 minutes to about 45 minutes each.

10. The episode that the above-captioned lawsuit aims at – referred to hereafter sometimes as the “Pinto report” – consisted of a single report concerning Israeli Rabbi Yoshiahu Pinto, who plaintiffs describe as “a scholar and religious leader in the Orthodox Jewish community”. Compl. ¶ 2.

11. At the time we commenced work on the report, news media in Israel had reported, in mid-February 2014, that the Attorney General of Israel had decided to file an indictment against Rabbi Pinto for several severe charges, including bribery, obstruction of justice, police corruption, and witness tampering. Israeli news media reported that the “basic allegations... are that Pinto tried to bribe Bracha [a police officer] with \$200,000 to get information from him about a criminal investigation into the ‘Hazon Yeshaya’ foundation run by Pinto.” See Exhibit A to this affidavit, <http://www.jpost.com/National-News/Rabbi-Pinto-to-be-indicted-for-bribery-341240>.

12. Another news organization reported on February 21, 2014 that “Rabbi Yoshiyahu Pinto is suspected of systematically collecting information about senior police officers, demanding that some of them be replaced, threatening an officer, offering bribes worth hundreds of thousands of dollars and intimidating witnesses, according to a document prosecutors sent to Pinto and his wife, Rivka, a few weeks ago.” According to this news report, an attempt to bribe Bracha was captured on a recording device. See Exhibit B to this affidavit, <http://www.haaretz.com/news/national/.premium-1.575555>.

13. Notwithstanding that I do not live or work in New York, that Keshet has no office or employees in New York, and that virtually all of the work on the report – and the entirety of the work that is allegedly defamatory – was undertaken in Israel, the plaintiffs have lodged in New York defamation claims against Keshet and me asserting jurisdiction on the theory that Keshet and I transact business in New York by reporting on Rabbi Pinto and by supposedly distributing the Pinto report in New York, all of which is entirely unfounded.

14. This affidavit is submitted in support of the motion by Keshet and myself to dismiss those claims for lack of personal jurisdiction, because the claims asserted do not arise

from any business that either Keshet or I transact in New York. I address the allegations (mostly made on information and belief) that plaintiffs include in a section of their complaint entitled “Jurisdiction,” attempting to justify New York Jurisdiction, and demonstrate that the claims do not arise from any business that Keshet or I transacted in New York.

15. I did not – contrary to the information and belief allegation in paragraph 15 of the complaint – travel to New York in 2013 and 2014 in connection with the Pinto report. No interviews were conducted in New York; each and every one of the interviews shown in the report was conducted in Israel.

16. During preparation of the *Uvda* piece on Rabbi Pinto, I, as well as other journalists from the *Uvda* team, attempted to contact by phone certain individuals in the United States and conversed with a few of these individuals mainly to get comments, reactions, and responses as to (allegedly defamatory) statements made in Israel and as to research conducted in Israel.

17. While I was in Israel, I spoke with Rabbi Pinto, Ben Zion Suky, Pinto’s wife, Pinto’s attorney (Arthur Aidala) and Tomer Shochat when they were in New York and also briefly spoke with Detective Eric Patino. With regard to Pinto, Suky and Aidala, in most cases they contacted me, in an attempt to pressure me to stop work on the Pinto report and not broadcast it. On my part, these calls were made in order to allow Pinto and Suky to comment and express their side of the story in accordance with the journalistic duty to allow the subjects of a report to respond to statements made about them.

18. Attached as Exhibit C to this affidavit is a transcript of a recording I made of one of the phone calls I had with Suky. Suky called me earlier and in this call I was getting back to him. This call was made when the program was in an advanced state of production and after

promos for the show began to air (shortly before the show itself was aired). In this call Suky threatens me (and Keshet), stating that that he would sue us in the U.S., drag us into court for five years and cause us to spend millions of dollars on legal expenses if we did not suppress the program. Translated into English, he said that “you should know that our attorneys told us, “Let her do what she wants. **We will sue her here in America for a hundred million dollars**”...

They watched the promo and they told me... ‘Sue her, we will sue her here,’ they insist on it, the lawyers, to sue for a hundred million dollars. They tell me she will take two million dollar[s] out of the pocket of... this television show and we’ll hold her here for five years in Court in America.” Needless to say, that conversation occurred when I was in Israel, and recording the call was both legally permissible and ethically necessary to enable reliable, accurate reporting.

19. With regard to Rabbi Pinto, in various prior conversations with him that did not concern the Pinto report, I have never heard him speak in English, and am under the impression that he does not speak English. Moreover, according to Rabbi Pinto’s Wikipedia page, he does not in fact speak English. *See* Exhibit D to this affidavit, [http://en.wikipedia.org/wiki/Yoshiyahu\\_Yosef\\_Pinto](http://en.wikipedia.org/wiki/Yoshiyahu_Yosef_Pinto).

20. Three other journalists from the *Uvda* team worked at various times on the Pinto report. Each of them was (and still is) based in Israel, and the entirety of their work on the report was undertaken in Israel. They did not travel to New York in connection with their work on *Uvda* and their communication with people from the United States amounts to no more than a few emails or short telephone conversations (once again – mainly to ascertain and get responses to information and claims that arose from investigative work fully performed in Israel).

21. I did not direct any “agents, servants and/or employees” to travel to New York to “compil[e] information for the production of” the Pinto report, contrary to paragraph 16 of the complaint.

22. The allegations in paragraphs 18-24 and 31-34 of the complaint are inaccurate: the season finale of *Uvda*, containing the Pinto report, was not licensed to, transmitted to, distributed by or cablecast by The Israeli Network on either Time Warner Cable, Cablevision, or the Dish Network, or any other broadcast or cable network in New York.

23. The allegations of paragraphs 26-30 of the complaint, that Keshet licensed or caused the Pinto report to be distributed or displayed on the internet in New York on mytvil.com or mytvil.net, are false. There was no such license or intent to distribute the Pinto report on those websites. Keshet and *Uvda* have no relationship with Israeli TV, which I believe is a rogue website.

24. As is evident from paragraphs 22 and 23 of this affidavit, Keshet did not attempt to obtain, and did not in fact obtain, any revenue in connection with any distribution of the Pinto report in New York, contrary to the allegations of paragraph 31 of the complaint. The contract between Keshet and the Israeli Network was signed in Israel and it is subject to exclusive Israeli law and jurisdiction. The *Uvda* Pinto report was not, as a matter of fact, aired on any of the above-mentioned channels, or any other American media outlet.

25. The Pinto report was conceived, created, and edited in Israel, not in New York.

26. Each of the allegedly defamatory statements (see Compl. ¶ 49, 60, and 77) – whether spoken by myself or some other person – was spoken (and videotaped) in Israel.

27. I did not visit New York to gather any information on either of the plaintiffs for the Pinto report, or cause any persons to do so on my behalf. The Pinto report was never aired

on any New York cable or broadcast station or on any of the above-mentioned channels (nor on any other American media outlet).


28. *Uvda* engaged a videographer to obtain visual content of the few locations in New York referred to in the Pinto report, which had been referenced in public documents. Of the 53 minute Pinto report, footage of locations in New York comprises only a small fraction of the program, less than five minutes. Of course, there was nothing defamatory (or even allegedly defamatory) in footage of locations in New York, and plaintiffs' defamation claims do not arise from that footage.

29. Each of the television interviews on which the Pinto report was based was conducted in Israel. The Pinto report contained a few seconds of a recorded phone call with Suky, during which he may have been in New York, but the contents of this call are not alleged to have been defamatory.

30. No interviews for the Pinto report were conducted in New York. Each of the persons whose interviews are shown on the program was interviewed and videotaped in Israel.

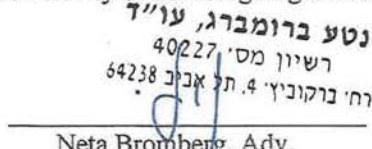
31. I declare under penalty of perjury that this is my name, this is my signature and the foregoing is true and correct.

13 October, 2014  
Tel Aviv, Israel

  
Ilana Dayan-Orbach

Certification

I, Neta Bromberg, Adv., hereby certify that on October 13, 2014, Ilana Dayan-Orbach appeared before me and, after I advised her to tell the truth and that, failing to do so, she would be liable for the penalties prescribed by law, she confirmed the veracity of her foregoing affidavit and signed it before me.

  
Neta Bromberg, Adv.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

MOSDOT SHUVA ISRAEL and BEN ZION  
SUKY,

*Plaintiffs,*

- against -

ILANA DAYAN-ORBACH p/k/a/ ILANA  
DAYAN, KESHET BROADCASTING LTD, THE  
ISRAELI NETWORK, INC. and ISRAELI TV  
COMPANY,

*Defendants.*

Index No. 156173/2014

Mot. Seq. 0\_

**CERTIFICATE OF  
CONFORMITY**

The undersigned does hereby certify that she is an attorney-at-law duly admitted to practice in Israel, and is a resident of Israel; that she is a person qualified to make this certificate of conformity pursuant to section 2309(c) of the Civil Practice Law and Rules of the State of New York; that the foregoing affidavit by Ilana Dayan-Orbach, taken before the undersigned, was taken in the manner prescribed by the laws of Israel, being the nation in which it was taken, and that it duly conforms with the laws of Israel and is in all respects valid and effective in Israel.

Witness my signature this 13 day of October, 2014.

נטע ברומברג, עו"ד

רשיון מס' 40227

רח' ברקוביץ 4 תל אביב 61038

Neta Bromberg, Adv.