

ATTORNEY GENERAL OF THE STATE OF NEW YORK  
CIVIL RIGHTS BUREAU

---

In the Matter of

Assurance No. 25-074

**Investigation by LETITIA JAMES,  
Attorney General of the State of New York, of**

Betar Zionist Organization, Inc.,

Respondent.

---

**ASSURANCE OF DISCONTINUANCE**

The Office of the Attorney General of the State of New York (“OAG”) commenced an investigation under New York Executive Law §§ 63(12) and 175 and New York Civil Rights Law § 79-n, concerning whether Respondent Betar Zionist Organization, Inc. (“Betar” or “Respondent”) engaged in bias-based acts of violence, intimidation, or harassment, subjected anybody to discrimination in his or her civil rights based on protected characteristics, or failed to register as a New York charity with OAG. This Assurance of Discontinuance (“Assurance”) contains the findings of the OAG’s investigation and the relief agreed to by the OAG and Betar whether acting through its respective directors, officers, employees, representatives, agents, affiliates, or subsidiaries (collectively, the “Parties”).

**OAG’s FACTUAL FINDINGS**

1. The OAG initiated this investigation following multiple complaints and public reports about Betar’s violence against and harassment of Muslim, Arab, Palestinian, and Jewish activists.

2. Betar is a domestic not-for-profit corporation incorporated in the state of New York with an address in Katonah, NY.

3. Betar has never registered with OAG's Charities Bureau but actively solicits donations in New York on its website and social media.

4. Betar describes itself as an "activist movement" whose mission is to "recruit, develop, and empower proud Jews to become bold leaders and defenders of Zion—on campus, in cities, across the media, in business, and in the streets."

5. Betar has also described its mission as to "[g]et Jews armed" and "attend and disrupt" pro-Palestinian protests. And Betar has described its members as "cruel" and "aggressive." In a direct message on social media, Betar explained that it does not view violence as a "bad thing," because "we are at war. Violence is needed."

6. Betar's violence and harassment are motivated by the anti-Palestinian, anti-Arab, and anti-Muslim sentiment expressed by its leadership and members.

7. For example, Betar members repeatedly referred to keffiyehs as "rape rags" in public and private. Keffiyehs are a traditional middle eastern headscarf that have become identified with Palestinian identity. One member stated on an internal Betar Whatsapp chat that all devout Muslims "hate America." Echoing these sentiments, Betar's chairman wrote that they harass "Muslim terrorists."

8. Further demonstrating the animus motivating its harassment and violence, Betar regularly posts demeaning content about Palestinians and Gazans. For example, Betar retweeted a list of Palestinian babies killed in the conflict with Israel adding that it was "not enough" and "we demand blood in Gaza." Betar explicitly posted on social media that it "hate[s] Gazans."

9. Betar also shared video on social media of its members trespassing onto private residences and stealing Palestinian flags, which it called “terrorist flags” that “represent rape and murder.” Betar shared video footage of its members destroying the stolen Palestinian flags by burning them while exclaiming “fuck Palestine, fuck ‘em.”

10. In addition to Muslims, Arabs, and Palestinians, Betar also targets Jewish people when those individuals profess views Betar deems not aligned with their vision of Judaism or Israel.

11. Betar has threatened to compile lists specifically of Jewish activists that it believes are not worthy of entering Israel and providing those lists to Israeli authorities so that they would be barred entry.

12. In a private email to a Jewish activist who complained that he and his wife were being targeted by this campaign on social media, a Betar leader threatened “Of course we place Jews on lists.”

13. In January and February 2025, Betar-affiliated individuals repeatedly forced “beepers” onto people who appeared Muslim or Jewish and supported the Palestinian cause. The “beepers” were a threatening reference to the September 2024 operation in which Israel detonated pagers held by alleged members of Hezbollah.

14. On January 29, 2025, a Betar member harassed and tried to force beepers on multiple students all wearing a hijab or keffiyeh at the New School, a university in New York City.

15. The Betar member first approached two people who were seated quietly at a table. He repeatedly ordered them to “take a beeper” and continued pushing it toward them even after they said “no” and turned away, one bowing her head.

16. The Betar member then approached a third student, who ignored him and attempted to walk away. The Betar member followed the student and continually demanded that he “take a beeper.”

17. Betar then took credit for these actions by posting footage of the misconduct to its X account.

18. On February 2, 2025, a Betar member approached a Jewish academic on a public street and followed him. The Betar member physically forced a beeper into the academic’s front pocket against his will and called him a “piece of shit.”

19. Betar has also targeted a different Jewish academic on multiple occasions, both publicly and privately. Betar threatened the academic in direct messages that “Betar followers will continue to hound you” and “I’ll come to your fucking house.”

20. Betar encourages its members to bring weapons to pro-Palestinian protests, including pepper spray, knives with wrist straps, and tactical flashlights, noting that the latter are “both blinding and strong enough to whack them in the face with.”

21. Days before a planned February 18, 2025 pro-Palestine protest in Borough Park, Betar called for a counter-protest on its social media.

22. Betar posted on social media that its members and followers should “fight back against these terrorists” at the February 18, 2025 protest, referring to those who would be in attendance at the protest.

23. Betar instructed its members to bring attack dogs to the February 18, 2025 protest, posting “borrow a pit bull” on social media.

24. At the February 18, 2025 protest, Betar members attacked protesters and at least one activist was stabbed. Betar posted on social media that its members perpetrated violence, writing “Indeed [protesters] were beaten. Don’t come to Brooklyn.”

25. And Betar members privately celebrated the “[m]any injured jihadis in Brooklyn.” They bragged to one another on Whatsapp that “Betar kicked terrorist ass in boro park” and got “punches in” at the protest.

26. In one instance of physical violence, a member of Betar’s national leadership team physically struck a woman at a protest wearing a keffiyeh. Betar celebrated this interaction by posting a video of it on social media.

27. In another instance, a Betar member filmed himself stalking and yelling angrily at a person in a keffiyeh, who ignored the Betar member and continued walking down a quiet public street. The Betar member continued to follow this person, shoving him from behind and later knocking an item out of his hand, all while the person was trying to walk away.

28. Betar also regularly publicized on social media that its members specifically “follow” and “hound” people to “get them deported.”

29. Betar publicly claimed to have used facial recognition software to identify protesters and to have placed their names on lists for deportation in retaliation for their political speech. But Betar informed OAG not only that it had never used any facial recognition software but that it had also never made such lists.

30. On March 27, 2025 OAG served Respondent with a cease-and-desist letter, instructing it to immediately cease and desist any ongoing or contemplated violence, harassment, or efforts to interfere with peaceful protesters on account of an individual’s race, religion, national origin, sex, or any other protected characteristic.

## OAG'S LEGAL CONCLUSIONS

31. OAG finds that Respondent violated New York Civil Rights Law § 79-n by physically assaulting individuals based in substantial part because of a belief or perception regarding the individuals' statuses as Muslim, Arab, Palestinian, or Jewish.

32. OAG finds that Respondent violated New York Civil Rights Law § 79-n by intentionally following individuals in public places and placing them in reasonable fear of physical injury based in substantial part because of a belief or perception regarding the individuals' statuses as Muslim, Arab, Palestinian, or Jewish.

33. OAG finds that Respondent violated New York Civil Rights Law § 79-n by stealing and burning the property of another based in substantial part because of a belief or perception regarding their statuses as Muslim, Arab, or Palestinian.

34. OAG finds that Respondent violated New York Civil Rights Law § 40-c by harassing individuals, as defined under New York Penal Law § 240.25, who were exercising their First Amendment rights because of a belief or perception regarding their race, creed, color, or national origin.

35. OAG finds that, by threatening to report individuals to the federal government for deportation in retaliation of their speech, Respondent violated New York Civil Rights Law § 40-c by discriminating against individuals' civil rights of protest and peaceful assembly because of a belief or perception regarding their national origin.

36. Betar is liable for statutory fines under New York Civil Rights Law § 79-n of up to \$5,000.00 per violation.

37. Betar is liable for statutory fines under New York Civil Rights Law § 40-d of up to \$500 per violation.

38. OAG will accept a suspended monetary judgment provided Betar agrees not to engage, or attempt to engage, in conduct in violation of any applicable laws, including but not limited to (1) instigating violence against any individuals, including those it perceives to be Palestinian, Muslim, Arab, or Jewish; (2) directing or encouraging its members or followers to physically assault any individuals or protesters; or (3) directing or encouraging its members or followers to unlawfully harass, threaten, or damage the property of any individuals or protesters.

39. Respondent neither admits nor denies the OAG's findings in ¶¶ 1–38.

Respondents and the OAG agree that neither the signing of this Assurance nor the subsequent actions taken by Respondent pursuant to its terms shall be deemed or construed as an admission by Respondent of wrongdoing or of the OAG's findings in ¶¶ 1–38 or used against Respondent in any way except as required for an enforcement proceeding under ¶¶ 43 and 44 of this Assurance.

40. The OAG finds the relief and agreements contained in this Assurance to be appropriate and in the public interest.

THEREFORE, the OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of continuing its investigation or instituting a proceeding for violations of New York Civil Rights Law §§ 40-c and 79-n based on the conduct described above.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

**RELIEF**

***General Injunction***

41. Respondent shall not engage, or attempt to engage, in conduct in violation of any applicable laws, including but not limited to (1) instigating violence against any individuals, including those it perceives to be Palestinian, Muslim, Arab, or Jewish; (2) directing or encouraging its members or followers to physically assault any individuals or protesters; or (3) directing or encouraging its members or followers to unlawfully harass, threaten, or damage the property of any individuals or protesters. Respondent expressly agrees and acknowledges that any such conduct is a violation of the Assurance, and that the OAG thereafter may resume its investigation or commence a civil action or proceeding in addition to any other appropriate investigation, action, or proceeding.

***Suspended Judgment***

42. Respondent agrees to a suspended monetary penalty of \$50,000. Betar shall provide a

report to OAG each year from the effective date of this Assurance attesting that it has not violated the Assurance. After three years from the effective date of this Assurance, Betar shall provide a certification of compliance to the OAG. If OAG certifies within its sole discretion that Betar has been in compliance with the agreement for three years, OAG will not seek payment of this penalty. OAG will not unreasonably withhold certification of Betar's compliance. Betar expressly agrees and acknowledges that OAG may seek immediate and full payment of the monetary penalty of \$50,000 on 30 days notice to Betar that Betar has defaulted on or violated this Assurance.

## **MISCELLANEOUS**

### **I. Subsequent Proceedings**

43. Respondent expressly agrees and acknowledges that the OAG may resume its investigation or initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided, and agrees and acknowledges that in such event:

- a. any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance;
- b. the OAG may use statements, documents or other materials produced or provided by Respondent prior to or after the effective date of this Assurance;
- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Respondent irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue.
- d. evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

44. If a court of competent jurisdiction determines that the Respondent has violated the Assurance, Respondent shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

## **II. Effects of Assurance**

45. This Assurance is not intended for use by any third party in any other proceeding.

46. This Assurance is not intended, and should not be construed, as an admission of liability by the Respondent.

47. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of the Respondent. The Respondent shall include any such successor, assignment or transfer agreement a provision that binds the successor, assignee or transferee to the terms of the Assurance. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the OAG.

48. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

49. Any failure by the OAG to insist upon the strict performance by the Respondent of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by the Respondent.

### **III. Communications**

50. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 25-074, and shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery; express courier; or electronic mail at an address designated in writing by the recipient, followed by postage prepaid mail, and shall be addressed as follows:

For the OAG:

Rick Sawyer  
New York State Office of the Attorney General  
Civil Rights Bureau  
28 Liberty Street  
New York, NY 10005  
Richard.sawyer@ag.ny.gov

Or in his absence the persons holding the title of Chief of the Civil Rights Bureau, currently Sandra Park.

For the Respondent:

Jeffrey Todd Schwartz, Esq.  
Law Office of Jeffrey T. Schwartz PC  
The Transportation Building  
225 Broadway, Suite# 1901  
New York, NY 10007  
Office (212) 766-8020  
jeffreyschwartzesquire@gmail.com

Or in their absence, to any person holding the title of Chairman, CEO, or Executive Director (or, in the absence of such a title, a person with comparable duties or responsibilities).

### **IV. Representations and Warranties**

51. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by the Respondent and its counsel and the OAG's own

factual investigation as set forth in Findings, paragraphs (1)-(38) above. Respondent represents and warrants that neither it nor its counsel has made any material representations to the OAG that are inaccurate or misleading. If any material representations by Respondent or its counsel are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.

52. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by Respondent in agreeing to this Assurance.

53. The Respondent represents and warrants, through the signatures below, that the terms and conditions of this Assurance are duly approved. Respondent further represents and warrants that Betar by Ronn Torossian as the signatory to this AOD, is a duly authorized officer acting at the direction of the Board of Directors of Betar.

#### **V. General Principles**

54. Unless a term limit for compliance is otherwise specified within this Assurance, the Respondent's obligations under this Assurance are enduring. Nothing in this Agreement shall relieve Respondent of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

55. Respondent shall not in any manner discriminate or retaliate against any of its employees or members, including but not limited to individuals who cooperated or are perceived to have cooperated with the investigation of this matter or any future investigation related to enforcing this agreement.

56. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that the Respondent violates the Assurance after its effective date.

57. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.

58. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

59. Respondent acknowledges that they have entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

60. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

61. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

62. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the effective date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

63. The effective date of this Assurance shall be January 12, 2026.

