

ORIGINAL

FILED

LOS ANGELES SUPERIOR COURT

FEB 19 2009

JOHN A. CLARKE, CLERK

BY MARY GARCIA, DEPUTY

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Attorney For Plaintiff Rita Pauker

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

RITA PAUKER,

Plaintiff,

vs.

RABBI SAMUEL OHANA, BETH
MIDRASH MISHKAN ISRAEL,

Defendants

Case No.

BS119163

**NOTICE OF MOTION OF PETITION TO
CONFIRM ARBITRATION AWARD OF
THE BAIS DIN OF THE RABBINICAL
COUNCIL OF CALIFORNIA;
DECLARATION OF BARUCH C. COHEN**

Date: March 13, 2009
Time: 8:30 am
Place: Courtroom
111 North Hill Street
Los Angeles, CA 90012

TO THE HONORABLE SUPERIOR COURT JUDGE

Plaintiff Rita Pauker (hereinafter "Plaintiff") moves and/or petitions this Court to confirm the January 19, 2009 *Arbitration Award* rendered under the auspices of the the Rabbinical Council of California.

This motion will be supported by this Notice, on the Memorandum of Points and Authorities, on such declarations, affidavits, and supplemental memoranda of points and authorities as may hereafter be filed with the Court, on all the papers and records on file in the action, and on such oral and documentary evidence as may be presented at the hearing of the

CAL/CASE: BS119163 LEA/DEF:
RECEIPT #: CCH478057025
DATE PAID: 02/19/09 08:34:42 AM
PAYMENT: \$150.00
RECEIVED: 03/10
CHECK: 50.00
CASH: 100.00
CHARGE: 0.00
CARD: 0.00

D-23
Zaven V. Sincian

1 motion.

2 Any objection or response to this Petition/Motion must be stated in writing, filed with
3 the Clerk of the Court and served on Plaintiff and her counsel pursuant to the Code of Civil
4 Procedure. Failure to so state, file and serve any timely opposition may result in the Court
5 failing to consider the same

6 Pursuant to C.C.P. § 1290, the allegations of said *Petition*/Motion will be deemed to be
7 admitted by Defendants unless a *Response* is duly served and filed.

8 1. At all times relevant hereto and at the present time, Plaintiff Rita Pauker ("Plaintiff")
9 was and is an individual residing in and conducting business in Los Angeles County,
10 California.

11 2. At all times relevant hereto and at the present time, Defendant Rabbi Samuel Ohana
12 ("Defendant") was and is an individual residing in and conducting business in Los
13 Angeles County, California.

14 3. At all times relevant hereto and at the present time, Defendant Beth Midrash Mishkan
15 Israel ("Defendant") was and is a corporation licensed to do business and with its
16 principal place of business, and conducting business in Los Angeles County, California.

17 WHAT IS A "SEFER TORAH"

18 4. A *Sefer Torah*, is Hebrew for a Book of Torah, or in the plural form "*Sifrei Torah*."
19 These are Scrolls specially hand-written of the Five Books of Moses ("Torah") or
20 Pentateuch, which is the holiest book within Judaism and venerated by Jews. It must
21 meet extremely strict standards of production. The Torah scroll is mainly used in the
22 ritual of Torah reading during Jewish services. At other times, is stored in the holiest
23 spot within a synagogue, the Aron Kodesh ("Holy Ark"), which is usually an ornate
24 curtained-off cabinet or section of the synagogue built along the wall that most closely
25 faces Jerusalem, the direction Jews face when engaged in prayer. According to Jewish
26 law, a *Sefer Torah* (plural: *Sifrei Torah*) is a copy of the formal Hebrew text of the Five
27 Books of Moses hand-written on gevil or qlaf (forms of parchment) by using a quill (or
28

1 other permitted writing utensil) dipped in ink. Producing a *Sefer Torah* fulfills one of the
2 613 mitzvot (Judaism's commandments). Written entirely in Hebrew, a sefer Torah
3 contains 304,805 letters, all of which must be duplicated precisely by a trained sofer
4 ("scribe"), an effort which may take as long as approximately one and a half years. Any
5 error during inscription renders the sefer Torah pasul ("invalid"). According to the
6 Talmud (the oral law of the Jewish People), all scrolls must also be written on gevil
7 parchment that is treated with salt, flour and m'afatsim (a residual of wasp enzyme and
8 tree bark) in order to be valid. Scrolls not processed in this way are considered invalid.
9 In addition, the Talmud states that Moses used gevil for the Torah scroll he placed into
10 the Holy Ark. The price for a Sefer Torah varies from as low as \$25,000.00 to as high
11 as \$50,000.00 (http://www.tiferesjudaica.com/torah_scroll.php).

12 **MRS. RITA PAUKER LITERALLY BEGS RABBI SAMUEL OHANA**
13 **FOR THE RETURN OF HER DECEASED HUSBAND'S FOUR**
14 **SIFREI TORAH & RABBI OHANA REFUSES**

- 15 5. Rabbi Norman Pauker was originally the rabbi of a synagogue in North Hollywood
16 called Beth Midrash Mishkan Israel, before the synagogue was taken over by Rabbi
17 Samuel Ohana.
- 18 6. Rabbi Pauker's four (4) Sifrei Torah were originally donated decades ago by his sister to
19 the Young Israel of the Bronx. When the Bronx synagogue closed, the four *Sifrei Torah*
20 were given to Rabbi Pauker. They are worth between \$100,000.00 and \$200,000.00.
- 21 7. When Rabbi Pauker retired in 1994 and closed his synagogue, Rabbi Pauker transferred
22 ownership of most of the assets to Rabbi Samuel Ohana of (the new) Beth Midrash
23 Mishkan Israel, including the *Aron Kodesh* [the Torah Ark] *Talleisim* [the Prayer
24 Shawls] and *Seforim* (Holy Books in Hebrew]. But according to a handwritten contract
25 between Rabbi Pauker and Rabbi Ohana, signed by Rabbi Ohana, the four *Sifrei Torah*
26 were to be loaned for only two years (ands Rabbi Ohana was to insure them for two
27 years).
- 28

8. Since 1996, once the two year loan was up, numerous demands were made for the return of the four Sifrei Torah and the Ohanas repeatedly promised to return them, but found excuses after excuses for not doing so. Then, Rabbi Pauker's illness preoccupied the Paukers' focus, from reclaiming their Torahs.

9. Since Rabbi Pauker's death in 2002, his widow, Mrs. Rita Pauker, has been repeatedly begging and imploring Rabbi Ohana for the return of the *Sifrei Torah*. To Mrs. Pauker, Rabbi & Mrs. Ohana repeatedly promised the return of the Torahs but came up with excuses after excuses for failing to do so.

10. Thereafter, Mrs. Pauker went to the North Hollywood police department to file criminal charges against Rabbi Ohana for the recovery of her husband's four Sifrei Torah, but the police suggested that this was a civil matter to be pursued in court. Mrs. Pauker found the notion of a Rabbi's wife suing a Rabbi in a non-Jewish secular court to be distasteful (akin to washing one's dirty laundry in public). Mrs. Pauker was unsure how to proceed to get her husband's Sifrei Torah back. Unfortunately, the media got wind of this story and it received publicity on various internet blogs (the "Media").¹

MRS. RITA PAUKER TURNS TO LITIGATION ATTORNEY **BARUCH C. COHEN FOR HELP**

11. At first, Mrs. Pauker was reluctant to take her case to a Rabbinical court, because she was advised and she assumed, that since Rabbi Ohana was an orthodox rabbi, that the

¹This story was reported at:

1. <http://muscllys.blogspot.com/2007/02/ownership-of-torah-scrolls-disputed.html> ("Ownership of Torah Scrolls Disputed")
2. http://failedmessiah.typepad.com/failed_messiahcom/2007/02/rabbi_steals_to.html ("Rabbi Steals Torah Scrolls from Widow")
3. <http://chaptzem.blogspot.com/2007/02/rabbis-widow-us-synagogue-dispute.html#comments> ("Rabbi's Widow U.S. Synagogue dispute ownership of Torah Scrolls")
4. <http://www.vosizneias.com/7424/2007/02/20/sherman-oaks-ca-ownership-of-torah/> ("Sherman Oaks, CA - Ownership of Torah Scrolls Disputed")
5. http://www.nctimes.com/articles/2007/02/27/faith/18_56_022_22_07.txt ("Torah Scroll Claim Dispute")

1 Rabbinical Council of California would automatically side with one of their own, rule
2 against her, and not give her day in court.

3 12. Mrs. Pauker was referred to litigation attorney Baruch C. Cohen, whose litigation
4 practice focuses primarily on business law, alternative dispute resolution, corporate and
5 partnership disputes; fraud and unfair competition, anti-slapp law, bankruptcy law,
6 creditors' remedies, competitive business practices, Bais Din ("בית דין") law,
7 entertainment law, corporate law, personal injury, business torts, defamation, libel and
8 slander. Mr. Cohen had successfully represented many parties in Bais Din: (1) before
9 the Rabbinical Council of California; (2) before the Bais Din of the Agudath Israel of
10 California; (3) before the Bais Din of the Rabbinical Council of America in New York;
11 & (4) before the *Bais Din* of the Machon Horah in Monsey, NY, and was actually
12 quoted as an authority on *Bais Din* litigation in the March 31, 2003 edition of the Los
13 Angeles Business Journal entitled: "*Traditional Jewish Arbitration Panels Find New*
14 *Converts*" by reporter Amanda Bronstad. www.labusinessjournal.com, and actually
15 authored an unpublished treatise on Jewish law entitled: *The Halachic Obligation to*
16 *Bring Disputes to Bais Din* and lectured frequently in the Los Angeles area on the issue.
17 In the LABJ article, Mr. Cohen's successful client was quoted as saying about the Bais
18 Din experience: "It's a huge time difference and much more economical," "but perhaps
19 the most unique feature is that most of the time, litigants come out feeling they were
20 dealt with fairly." Having being sufficiently convinced that Bais Din was fair and
21 equitable, Mrs. Pauker retained trial attorney Baruch Cohen to prosecute her case before
22 the Bais Din of the Rabbinical Council of California against Rabbi Ohana.

23 **BINDING ARBITRATION BEFORE THE BAIS DIN OF THE**
24 **RABBINICAL COUNCIL OF CALIFORNIA**

25 13. On June 13, 2008, Mr. Cohen called Rabbi Ohana as a professional courtesy requesting
26 that he voluntarily agree to submit the matter (concerning the return of the four *Sifrei*
27 *Torah*) to the Bais Din of the Rabbinical Council of California for adjudication.
28

1 Whenever dealing with a rabbi in the community, it is Mr. Cohen's policy to extend any
2 and all professional courtesies to preserve the honor and respect due to the Rabbi.

3 14. Unfortunately, Rabbi Ohana refused to voluntarily submit to Bais Din, claiming that he
4 already obtained a ruling from Rabbi Nachum Sauer (outside of a Bais Din hearing)
5 allowing him to keep the Sifrei Torah. Mr. Cohen subsequently questioned Rabbi Union
6 of the RCC to verify if indeed Rabbi Sauer issued any such ruling to Rabbi Ohana on
7 this dispute, and Rabbi Union denied it, having confirmed same with Rabbi Sauer.

8 15. Rabbi Ohana was also very upset over the negative and embarrassing coverage in the
9 Media that he received. Plaintiff's counsel assured Rabbi Ohana that if and when this
10 case goes to Bais Din, there would be no media coverage of the case during that time to
11 preserve the parties' dignity. Nevertheless, Rabbi Ohana refused to voluntarily go to
12 Bais Din.

13 16. On June 16, 2008, Plaintiff, through her counsel, requested a formal Summons be issued
14 in writing to Rabbi Ohana and his synagogue to appear before the Bais Din of the
15 Rabbinical Council of California.²

16 17. After a month of refusing, on July 27, 2008, Defendants finally agreed to take the
17 dispute concerning the four Sifrei Torah for binding arbitration before the Rabbinical
18 Council of California ("R.C.C.") before the following three arbitrators: Rabbi Nachum
19 Saur, Rabbi Gershon Bess, & Rabbi Avrohom Union. It is important to note, that Rabbi
20 Ohana, by signing the Arbitration Agreement, specifically agreed to allow Rabbi
21 Nachum Sauer to be on the arbitration panel (notwithstanding his claim that Rabbi Sauer
22 issued a private ruling to him in the past) thereby waiving any possible conflicts.

23 18. The Arbitration Agreement provides:

24 **AGREEMENT TO SUBMIT TO BINDING ARBITRATION:** We, the undersigned,
25 hereby agree to submit to binding arbitration the following controversy: A
comprehensive settlement of all claims and cross claims between Rita Pauker v. Rabbi

26
27 ²A true and correct copy of the Summons to Din Torah dated June 16, 2008 is attached
28 hereto as Exhibit "1" and is incorporated herein by this reference.

1 Samuel Ohana and Beth Midrash Mishkan Israel pertaining to the ownership and
2 disposition of four Torah Scrolls. The arbitration shall be conducted in the state of
3 California under the auspicious of the Beth Din of the Rabbinical Council of California,
4 3780 Wilshire Blvd. #420, Los Angeles, California. We further agree that the
5 controversy be heard and determined by the following arbitrators: Rabbi Nachum Saur,
6 Rabbi Gershon Bess, Rabbi Avrohom Union. The parties recognize and acknowledge
7 that by agreeing to binding arbitration, they waive and surrender their right to present
8 their dispute to a court. The only recourse to court will be in the event that one of the
9 parties hereto does not honor this agreement or the decisions made by the arbitrators
10 under this agreement. **In the event that a party does not honor the decisions of the**
11 **arbitrators or seeks to vacate the award, we authorize the arbitrators to award**
12 **additional legal fees and costs.** It is agreed that 50% of the arbitrators fee shall be paid
13 by each party to the controversy; that the arbitrators may make their award based upon
14 Din Torah, or compromise or any other matter they wish to reach a decision; that the
15 arbitrators need not explain the basis of their decision verbally or in writing; that no
16 transcript of the proceedings need be made unless the arbitrators decide to hire a
17 stenographer or minute taker whose cost shall be paid equally by the parties; that the
18 arbitrators need not be sworn to hear and decide the controversy and that no witness or
19 party need be sworn unless the arbitrators so direct; that the arbitration may be
20 conducted in whole or in part in a language other than English; that the arbitrators may
21 follow any lawful procedure as they decide; that the parties waive the right to cross-
22 examination except under the procedures set by the arbitrators; that the arbitrators may
23 determine evidentiary issues; that the arbitrators have the power to issue subpoenas for
24 witnesses and production of documents; that the arbitrators are authorized to make an
25 award on attorneys fees and legal costs; that the award of the arbitrators shall be in
26 writing and shall be signed by at least two arbitrators and need not be acknowledged or
27 notarized in order to be confirmed or enforced; that the hearings may be held on
28 Sundays or any legal holiday; that the arbitrators will be held blameless for their
decision; that the parties agree that they will faithfully abide by and implement the award
of the arbitrators and that judgment upon the award may be entered in the court pursuant
to applicable California law; and that the award of the arbitrators may be enforced
pursuant to laws of State of California. We understand that we have the right to be
represented by attorneys or other advisors in the arbitration at any time but that any
party may elect to proceed without an attorney and the parties have the right to argue for
themselves before the arbitrators. The undersigned hereby waive formal notice of the
time and place of the arbitration proceeding and consent that the arbitration be held and
comments with the jurisdiction of the arbitrators to continue until a final award is made.
The terms of this agreement are severable, and the illegality or violability of any terms
of this agreement shall not affect remainder of this agreement, which shall remain valid
and enforceable. If any party to this agreement fails to participate pursuant to the terms
of this agreement, the arbitrators may decide the matter before them ex parte, in the
absence of such party and may issue a valid and binding award without the necessity of
obtaining a court order. Signed: Rabbi Samuel Ohana, Signed: Rita Pauker, Rabbinical
Council of California: 3780 Wilshire Blvd., Suite 420, Los Angeles, CA 90010 (213)
389-3382, Fax (213) 489-8077 E-mail info@rrcvaad.org.³

19. Plaintiff Rita Pauker was hereinafter referred to by the *Bais Din* as the Plaintiff and
Defendants Rabbi Samuel Ohana and Beth Midrash Mishkan Israel was hereinafter

³A true and correct copy of the *Agreement to Submit to Binding Arbitration* is attached
hereto as Exhibit "2" and is incorporated herein by this reference.

referred to by the *Bais Din* as the Respondent.

20. July 16, 2008 an arbitration hearing was conducted before three neutral arbitrators, namely, Rabbi Gershon Bess, Rabbi Avrohom Union, and Rabbi Nachum Sauer (the "*Bais Din*"). Plaintiff appeared and was represented by her trial counsel Baruch C. Cohen. Defendants appeared and was represented by Rabbi Ohana.. The arbitration was held at the Rabbinical Council of California, 3780 Wilshire Boulevard, Suite 420, Los Angeles, CA 90010 and evidence and law were presented by both sides.

21. At trial, Rabbi Ohana did not object to Rabbi Sauer's participation on the Bais Din panel. At trial, Plaintiff presented a 4-page arbitration brief with approximately 6 exhibits, and Rabbi Ohana presented no arbitration brief at all. Among the many things said at trial, Rabbi Ohana testified before the Bais Din that "*If Rabbi Pauker would have been alive, I would have returned the Torahs to him, because he was a mensch. But on principle, not to Mrs. Pauker.*"

22. Thereafter, on January 19, 2009, the *Bais Din* served a copy of its *Arbitration Award* upon Plaintiff and Defendant. The Arbitration Award provides:

PSAK DIN/JUDGMENT: In the matter of the dispute between Mrs. Rita Pauker, (hereafter known as "plaintiff") v. Rabbi Shmuel Ohanna and Beth Midrash Mishkan Israel, (hereafter, "Respondent"), concerning the ownership and disposition of four Torah scrolls; after a full hearing of the arguments and presentation of evidence, our arbitration court (hereafter, "Bais Din") makes the following determinations: 1. The parties stipulated that in 1994, the late Rabbi Norman Pauker transferred four Sifrei Torah (Torah Scrolls) to Rabbi Shmuel Ohanna. Beyond that determination, all of the facts surrounding the origin and ownership of the Sifrei Torah are in dispute. 2. The plaintiff seeks the return of the Sifrei Torah to her for the purpose of distributing them to family members serving in the Orthodox Rabbinate. The Respondent maintained that he is not obligated to return the Sifrei Torah to her, and wishes to keep them in his synagogue. 3. **Based on the evidence and the law, the Beis Din determines that the Sifrei Torah must rightfully be returned to plaintiff for said distribution.** 4. **The Respondent shall return, or arrange for the return, of the four Sifrei Torah to the Plaintiff within thirty days of this order.** This order has been signed on 23 Teves, 5769 (January 19, 2009). Rabbi Nachum Sauer, Rabbi Gershon Bess, Rabbi Avrohom Union.⁴

23. On January 27, 2009, Mr. Cohen wrote Rabbi Ohana a letter to inquire whether he

⁴A true and correct copy of the January 2, 2001 *Arbitration Award* is attached hereto as Exhibit "3" and is incorporated herein by this reference.

- 1 would be complying with the January 2, 2001 *Arbitration Award*.⁵
- 2 24. On January 29, 2009, Mr. Cohen wrote Rabbi Ohana another letter to inquire whether
3 he would be complying with the January 2, 2001 *Arbitration Award* and followed up
4 with a phone call and Rabbi Ohana hung up on Mr. Cohen.⁶
- 5 25. On February 6, 2009, Rabbi Ohana retained attorney Scott Soble who threatened Rabbi
6 Ohana's non-compliance with the Arbitrators' Award unless Mrs. Pauker capitulated to
7 outrageous "settlement terms" that were so egregious and offensive, that they were
8 summarily denied and rejected.
- 9 26. Plaintiff caused a search of the public records to be conducted in order to verify
10 Defendants' residence addresses. The search revealed that Defendants continue to reside
11 at Rabbi Samuel Ohana, 12555 Huston, North Hollywood, CA, 91607-3412⁷ and Beth
12 Midrash Mishkan Israel, 13312 Burbank Blvd., Sherman Oaks, CA 91401.⁸
- 13 27. Plaintiff has fully complied with all applicable provisions of C.C.P. § 1285 through
14 1290.4 and is entitled to have said *Arbitration Award* confirmed.
- 15 28. The requisite thirty (30) days have passed, and Defendant has not moved to vacate the
16 January 19, 2009 *Arbitration Award*.

17 WHEREFORE, Plaintiff Rita Pauker pray as follows:

- 18 a. That this Court shall confirm the *Arbitration Award* of January 19, 2009 and
19

20 ⁵A true and correct copy of the January 27, 2009 letter is attached hereto as Exhibit "4" and
21 is incorporated herein by this reference.

22 ⁶A true and correct copy of the January 29, 2009 letter is attached hereto as Exhibit "5" and
23 is incorporated herein by this reference.

24 ⁷A true and correct copy of the Yellow Bot printout for Rabbi Samuel Ohana at
25 www.yellowbot.com/ohana-sami-rabbi-valley-village-ca.html is attached hereto as Exhibit "6" and
is incorporated herein by this reference.


26 ⁸A true and correct copy of the California Secretary of State's report for Beth Midrash
27 Mishkan Israel at <http://kepler.sos.ca.gov/list.html> is attached hereto as Exhibit "7" and is
28 incorporated herein by this reference.

1 enter Judgment per said award as follows:

- 2 i. Defendants must turn over the four Sifrei Torah to Plaintiff forthwith.
- 3 ii. An award of \$2,450.00 per the Arbitration Agreement, for having to
- 4 confirm the Arbitration Award.
- 5 iii. That this Court shall grant such other and further relief as the Court may
- 6 deem proper.

7 DATED: February 18, 2009

LAW OFFICE OF BARUCH C. COHEN
A Professional Law Corporation

8
9 By 
10 Baruch C. Cohen, Esq.
11 Plaintiff Rita Pauker

DECLARATION OF BARUCH C. COHEN

I, BARUCH C. COHEN, declare and state as follows:

1. The facts stated below are true and correct to the best of my personal knowledge and if called upon to testify to them, I could and would competently do so.
2. I am a member in good standing and eligible to practice before the following courts: California State Supreme Court; US Court of Appeals - Ninth Circuit; Bankruptcy Appellate Panel; United States District Courts: Central District of CA; Eastern District of CA; Northern District of CA; & Southern District of CA.
3. I am the principal shareholder and President of The Law Office of Baruch C. Cohen, a Professional Law Corporation, located at 4929 Wilshire Boulevard, Suite 940, Los Angeles, California 90010.
4. I proudly represent Plaintiff Rita Pauker.
5. I represented Mrs. Pauker at the arbitration trial on July 27, 2008.
6. On June 13, 2008, I called Rabbi Ohana as a professional courtesy requesting that he voluntarily agree to submit the matter (concerning the return of the four *Sifrei Torah*) to the Bais Din of the Rabbinical Council of California for adjudication. Whenever dealing with a rabbi in the community, it is my policy to extend any and all professional courtesies to preserve the honor and respect due to the Rabbi. Unfortunately, Rabbi Ohana refused to voluntarily submit to Bais Din, claiming that he already obtained a ruling from Rabbi Nachum Sauer (outside of a Bais Din hearing) allowing him to keep the Sifrei Torah. I subsequently questioned Rabbi Union of the RCC to verify if indeed Rabbi Sauer issued any such private ruling to Rabbi Ohana, and Rabbi Union denied it, having confirmed said denial with Rabbi Sauer.
7. Rabbi Ohana told me that he was furious and very upset over the negative and embarrassing media coverage that he received on the internet about this dispute. Rabbi Ohana was particularly upset about the "unfair" treatment he received in various internet blogs.

- 1 8. I assured Rabbi Ohana that if and when this case goes to Bais Din, there would be no
2 media coverage of the case during that time, to preserve the parties' dignity.
3 Nevertheless, Rabbi Ohana refused to voluntarily go to Bais Din.
- 4 9. A true and correct copy of the Summons to Din Torah dated June 16, 2008 is attached
5 hereto as Exhibit "1" and is incorporated herein by this reference.
- 6 10. After a month of refusing, on July 27, 2008, Defendants finally agreed to take the
7 dispute concerning the four Sifrei Torah for binding arbitration before the Rabbinical
8 Council of California ("R.C.C.") before the following three arbitrators: Rabbi Nachum
9 Saur, Rabbi Gershon Bess, & Rabbi Avrohom Union. It is important to note, that Rabbi
10 Ohana, by signing the Arbitration Agreement, specifically agreed to allow Rabbi
11 Nachum Sauer to be on the arbitration panel (notwithstanding his claim that Rabbi Sauer
12 issued a private ruling to him in the past) thereby waiving any possible conflicts.
- 13 11. A true and correct copy of the *Agreement to Submit to Binding Arbitration* is attached
14 hereto as Exhibit "2" and is incorporated herein by this reference.
- 15 12. At trial, Rabbi Ohana did not object to Rabbi Sauer's participation on the Bais Din
16 panel. At trial, I presented a 4-page arbitration brief with approximately 6 exhibits, and
17 Rabbi Ohana presented no arbitration brief at all. At trial, Rabbi Ohana testified before
18 the Bais Din that "*If Rabbi Pauker would have been alive, I would have returned the*
19 *Torahs to him, because he was a mensch. But on principle, not to Mrs. Pauker.*"
- 20 13. A true and correct copy of the January 2, 2001 *Arbitration Award* is attached hereto as
21 Exhibit "3" and is incorporated herein by this reference.
- 22 14. A true and correct copy of the January 27, 2009 letter is attached hereto as Exhibit "4"
23 and is incorporated herein by this reference.
- 24 15. A true and correct copy of the January 29, 2009 letter is attached hereto as Exhibit "5"
25 and is incorporated herein by this reference.
- 26 16. A true and correct copy of the Yellow Bot printout for Rabbi Samuel Ohana at
27 www.yellowbot.com/ohana-saml-rabbi-valley-village-ca.html is attached hereto as
28

Exhibit "6" and is incorporated herein by this reference.

17. A true and correct copy of the California Secretary of State's report for Beth Midrash Mishkan Israel at <http://kepler.sos.ca.gov/list.html> is attached hereto as Exhibit "7" and is incorporated herein by this reference.

18. My normal billing rate is \$350.00 an hour. I spent approximately 5 hours preparing this Petition, and anticipate spending another 2 hours attending this hearing for a total of 7 hours x \$350.00 = \$2,450.00.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Declaration was executed on February 18, 2009, at Los Angeles, California.

By 
BARUCH C. COHEN, Declarant

1 PROOF OF SERVICE

2 I, Baruch C. Cohen, declare as follows:

3 I am, and was at all times herein mentioned, a citizen of the United States, a resident of
4 the County of Los Angeles, State of California, over the age of 18 years and not a party to this
5 action or proceeding. My business address is 4929 Wilshire Boulevard, Suite 940, Los Angeles,
6 California 90010.

7 Upon this day, I served the within (1) SUMMONS; (2) CIVIL CASE COVER
8 SHEET; (3) CIVIL CASE COVER SHEET ADDENDUM; (4) NOTICE OF MOTION
9 AND PETITION TO CONFIRM ARBITRATION AWARD OF THE *BAIS DIN* OF THE
10 RABBINICAL COUNCIL OF CALIFORNIA; DECLARATION OF BARUCH C. COHEN
11 on all interested parties in this action through their attorneys of record by placing a true and
12 correct copy thereof, addressed as per the attached service list.

13 X VIA FIRST CLASS MAIL [C.C.P. §§ 1012a, et seq.]. I deposited said document(s)
14 into the United States mail at Los Angeles, California, in a sealed envelope with postage
15 fully prepaid. My practice is to collect and process mail on the same day as shown on
16 this declaration. Under that practice, all correspondence is deposited with the US Postal
17 Service on the same day that it is placed for collection and processing, in the ordinary
18 course of business.

19 VIA HAND DELIVERY/PERSONAL SERVICE (C.C.P. §§ 1001, et seq.). I directed
20 a courier to personally deliver said document(s) to each addressee.

21 VIA FEDERAL EXPRESS/OVERNIGHT/NEXT BUSINESS DAY DELIVERY
22 SERVICE (C.C.P. §§ 1011, 1012]. I enveloped, properly labeled, and caused to be
23 deposited into a Federal Express pick-up receptacle as per the regular practice of my
24 office.

25 VIA FACSIMILE (C.C.P. §§ 1012.5]. I caused the said document(s) to be transmitted
26 by facsimile machine to the number indicated after the address(es) noted herein. I
27 received written confirmation that the facsimile transmission was received by the
28 addressee.

I declare that I am a member of the State Bar of this Court.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct. Executed at Los Angeles, California on February 18, 2009.

21 
22 Baruch C. Cohen
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SERVICE LIST

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Rabbi Samuel Ohana
12555 Huston
North Hollywood, CA, 91607-3412

Rabbi Samuel Ohana
Beth Midrash Mishkan Israel
13312 Burbank Blvd.
Sherman Oaks, CA 91401

Scott Sobel, Esq.
Law Offices of Scott Soble
8350 Wilshire Boulevard, Suite 200
Los Angeles, CA 90211

Rabbi Avrohom Union
Rabbinical Council of California
3780 Wilshire Boulevard, Suite 420
Los Angeles, CA 90010

Law Office of

Baruch C. Cohen, Esq.

A Professional Law Corporation

4929 Wilshire Boulevard, Suite 940
Los Angeles, California 90010-3823

Telephone: (323) 937-4501
Facsimile: (323) 937-4503

June 16, 2008

הזמנה לדין תורה - Summons to a Din Torah

Via Facsimile Transmission: (213) 234-4558 & email: runion@rccvaad.org

Rabbi Avrohom Union
Rabbinical Council of California
3780 Wilshire Boulevard, Suite 420
Los Angeles, CA 90010

Re: Rita Pauker vs. Rabbi Samuel Ohana, Beth Midrash Mishkan Israel

Dear Rabbi Union (עמורש):

I have been retained by Mrs. Rita Pauker on behalf of the estate of Rabbi Norman Pauker to commence a Bais Din action against Rabbi Samuel Ohana and Beth Midrash Mishkan Israel concerning the return of four *Sifrei Torah*.

Rabbi Norman Pauker's four *Sifrei Torah* were originally donated decades ago by his sister to the Young Israel of the Bronx. When the Bronx synagogue closed, the four *Sifrei Torah* were given to Rabbi Pauker. When he retired in 1994 and closed his synagogue, Rabbi Pauker transferred ownership of most of the assets to Rabbi Samuel Ohana of Beth Midrash Mishkan Israel, including the *Aron Kodesh*, *Talleisim* and *Seforim*. But according to a handwritten contract between Rabbi Pauker and Rabbi Ohana, signed by Rabbi Ohana, the four *Sifrei Torah* were to be loaned for only two years. Since Rabbi Pauker's death in 2002, his widow, Rita Pauker, has been repeatedly begging and imploring Rabbi Ohana for the return of the *Sifrei Torah*. To Mrs. Pauker, Rabbi & Mrs. Ohana repeatedly promised the return of the *Torahs* but came up with excuses after excuses for failing to do so. To the media, Rabbi Ohana refused to return them.¹

Please issue *Hazmanos* to a *Din Torah* to Rabbi Samuel Ohana and to Beth Midrash Mishkan Israel. The contact information that I have for them is: Rabbi Samuel Ohana, 12555 Huston

¹This story was reported at:

1. <http://musclys.blogspot.com/2007/02/ownership-of-torah-scrolls-disputed.html>
2. http://failedmessiah.typepad.com/failed_messiahcom/2007/02/rabbi_steals_to.html
3. <http://chaptzem.blogspot.com/2007/02/rabbis-widow-us-synagogue-dispute.html#comments>
4. <http://www.vosizneias.com/7424/2007/02/20/sherman-oaks-ca-ownership-of-torah/>
5. http://www.nctimes.com/articles/2007/02/27/faith/18_56_022_22_07.txt

בסד

If you have any questions or comments regarding the above, please do not hesitate to call.

Frank Coker

cc: Rita Pauker

F:\DOCS\RITA-PAUKER\R-AVROHOM-UNION-01.LTR.wpd
6/16-10:35am

בית דין צדק

נס"ר

BEIS DIN
RABBINICAL COURT

ועד הרבנים דקליפארניא

AGREEMENT TO SUBMIT TO BINDING ARBITRATION

We, the undersigned, hereby agree to submit to binding arbitration the following controversy:

A comprehensive settlement of all claims and cross claims between Mrs. Rita Pauker
V. Rabbi Samuel Ohanina and Beth Midrash Mithran Terne)
relating to the ownership and disposition of four Torah scrolls

The arbitration shall be conducted in the state of California under the auspices of the Beth Din of the Rabbinical Council of California, 3780 Wilshire Blvd. # 420, Los Angeles, California. We further agree that the controversy be heard and determined by the following arbitrators:

Rabbi Nachum Saver

Rabbi Leshon Bess

Rabbi Avraham Union

The parties recognize and acknowledge that by agreeing to binding arbitration, they waive and surrender their right to present their dispute to a court. The only recourse to court will be in the event that one of the parties hereto does not honor this agreement or the decisions made by the arbitrators under this agreement. In the event that a party does not honor the decisions of the arbitrators or seeks to vacate the award, we authorize the arbitrators to award additional legal fees and costs.

It is agreed that 50% of the arbitrators fee shall be paid by each party to the controversy; that the arbitrators may make their award based upon Din Torah, or compromise or any other manner they wish to reach a decision; that the arbitrators need not explain the basis of their decision verbally or in writing; that no transcript of the proceedings need be made unless the arbitrators decide to hire a stenographer or minute taker whose cost shall be paid equally by the parties; that the arbitrators need not be sworn to hear and decide the controversy and that no witness or party need be sworn unless the arbitrators so direct; that the arbitration may be conducted in whole or in part in a language other than English; that the arbitrators may follow any lawful procedure as they decide; that the parties waive the right to cross-examination except under the procedures set by the arbitrators; that the arbitrators may determine evidentiary issues; that the arbitrators have the power to issue subpoenas for witnesses and production of documents; that the arbitrators are authorized to make an award on attorneys fees and legal costs; that the award of the arbitrators shall be in writing and shall be signed by at least two arbitrators and need not be acknowledged or notarized in order to be confirmed or enforced; that the hearings may be held on Sundays or any legal holiday; that the arbitrators will be held blameless for their decision; that the parties agree that they will faithfully abide by and implement the award of the arbitrators and that judgment upon the award may be entered in the court pursuant to applicable California law; and that the award of the arbitrators may be enforced pursuant to the laws of the State of California.

We understand that we have the right to be represented by attorneys or other advisors in the arbitration at any time but that any party may elect to proceed without an attorney and the parties have the right to argue for themselves before the arbitrators. The undersigned hereby waive formal notice of the time and place of the arbitration proceeding and consent that the arbitration be held and commence with the jurisdiction of the arbitrators to continue until a final award is made. The terms of this agreement are severable, and the illegality or violability of any terms of this agreement shall not affect remainder of this agreement, which shall remain valid and enforceable. If any party to this agreement fails to participate pursuant to the terms of this agreement, the arbitrators may decide the matter before them ex parte, in the absence of such party and may issue a valid and binding award without the necessity of obtaining a court order.

Dated: 7/16/08

Signed: Samuel Ohanina

Rita Pauker

Rabbinical Council of California

3780 Wilshire Blvd., Suite 420, Los Angeles, CA 90010 (213) 389-3382 • Fax (213) 489-8077 E-mail info@rccvaad.org

בית דין צדק

BEIS DIN
RABBINICAL COURT

ועד הרבנים דקליפארניא

PSAK DIN/JUDGMENT

In the matter of the dispute between Mrs. Rita Pauker, (hereafter known as "Plaintiff") v. Rabbi Shmuel Ohanna and Beth Midrash Mishkan Israel, (hereafter, "Respondent"), concerning the ownership and disposition of four Torah scrolls; after a full hearing of the arguments and presentation of evidence, our arbitration court (hereafter, "Beis Din") makes the following determinations:

1. The parties stipulated that in 1994, the late Rabbi Norman Pauker transferred four Sifrei Torah (Torah scrolls) to Rabbi Shmuel Ohanna. Beyond that determination, all of the facts surrounding the origin and ownership of the Sifrei Torah are in dispute.
2. The Plaintiff seeks the return of the Sifrei Torah to her for the purpose of distributing them to family members serving in the Orthodox Rabbinate. The Respondent maintained that he is not obligated to return the Sifrei Torah to her, and wishes to keep them in his synagogue.
3. Based on the evidence and the law, the Beis Din determines that the Sifrei Torah must rightfully be returned to the Plaintiff for said distribution.
4. The Respondent shall return, or arrange for the return, of the four Sifrei Torah to the Plaintiff within thirty days of this order.

This order has been signed on 23 Teves, 5769 (January 19, 2009).

Nach Sauer

Rabbi Nachum Sauer

Gershon Bess

Rabbi Gershon Bess

Avrohom Union

Rabbi Avrohom Union



Exhibit # 3 Page # 1

Rabbinical Council of California

3780 Wilshire Blvd., Suite 420, Los Angeles, CA 90010 (213) 389-3382 • Fax (213) 489-8077 E-mail info@rccvaad.org

Law Office of

Baruch C. Cohen, Esq.

A Professional Law Corporation

4929 Wilshire Boulevard, Suite 940
Los Angeles, California 90010-3823Telephone: (323) 937-4501
Facsimile: (323) 937-4503

January 27, 2009

Via Facsimile Transmission: 818-901-1759Rabbi Samuel Ohana
12555 Huston
North Hollywood, California, 91607-
3412Rabbi Samuel Ohana
Beth Midrash Mishkan Israel
13312 Burbank Blvd.
Sherman Oaks, CA 91401Re: Rita Pauker vs. Rabbi Samuel Ohana, Beth Midrash Mishkan Israel

Dear Rabbi Ohana:

As you know, on January 19, 2009 the Bais Din ruled in favor of my client. Enclosed please find a copy of the Psak Din/Judgment. It states:

Psak Din/Judgment

In the matter of the dispute between Mrs. Rita Pauker, (hereafter known as "plaintiff") v. Rabbi Shmuel Ohanna and Beth Midrash Mishkan Israel, (hereafter, "Respondent"), concerning the ownership and disposition of four Torah scrolls; after a full hearing of the arguments and presentation of evidence, our arbitration court (hereafter, "Bais Din") makes the following determinations:

1. The parties stipulated that in 1994, the late Rabbi Norman Pauker transferred four Sifrei Torah (Torah Scrolls) to Rabbi Shmuel Ohanna. Beyond that determination, all of the facts surrounding the origin and ownership of the Sifrei Torah are in dispute.
2. The plaintiff seeks the return of the Sifrei Torah to her for the purpose of distributing them to family members serving in the Orthodox Rabbinate. The Respondent maintained that he is not obligated to return the Sifrei Torah to her, and wishes to keep them in his synagogue.
3. Based on the evidence and the law, the Beis Din determines that the Sifrei Torah must rightfully be returned to plaintiff for said distribution.
4. The Respondent shall return, or arrange for the return, of the four Sifrei Torah to the Plaintiff within thirty days of this order.

This order has been signed on 23 Teves, 5769 (January 19, 2009).

Rabbi Bachum Sauer, Rabbi Gershon Bess, Rabbi Avrohom Union

We would like to arrange for the orderly turnover of the four *Sifrei Torah* before the 30-day deadline. We will be contacting you within a few days re same. I hope that we can count on

From: Baruch C. Cohen, Esq.
To: Rabbi Samuel Ohana, Beth Midrash Mishkan Israel
January 27, 2009
Page 2

702

your cooperation.

If you have any questions or comments regarding the above, please do not hesitate to call.

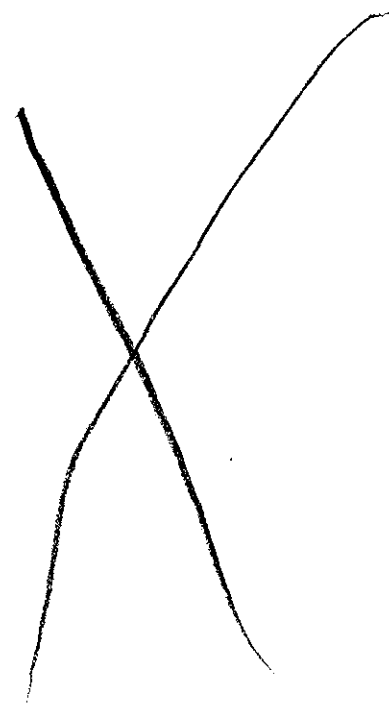
Respectfully,



BARUCH C. COHEN

cc: Rita Pauker
Jeffrey B. Bohrer, Esq., Bohrerlaw@gmail.com
Rabbi Avrohom Union, runion@rccvaad.org

F:\DOCS\RITA-PAUKER\RABBI-SAMUEL-OHANA-02.LTR.wpd
1/27-11:37am



Law Office of
Baruch C. Cohen, Esq.
A Professional Law Corporation

4929 Wilshire Boulevard, Suite 940
Los Angeles, California 90010-3823

Telephone: (323) 937-4501
Facsimile: (323) 937-4503

January 29, 2009

Via Facsimile Transmission: 818-901-1759

Rabbi Samuel Ohana
12555 Huston
North Hollywood, CA, 91607-3412

Rabbi Samuel Ohana
Beth Midrash Mishkan Israel
13312 Burbank Blvd.
Sherman Oaks, CA 91401

Re: **Rita Pauker vs. Rabbi Samuel Ohana, Beth Midrash Mishkan Israel**

Dear Rabbi Ohana:

Today I called you to follow up on my letter to you of January 27, 2009, to arrange for the orderly turnover of the four *Sifrei Torah*. After identifying myself to you, you hung up on me. I called you again and left you this message. Please advise whether you will be complying with the *Bais Din's* ruling.

If you have any questions or comments regarding the above, please do not hesitate to call.

Respectfully,



BARUCH C. COHEN

cc: Rita Pauker
Jeffrey B. Bohrer, Esq., Bohrerlaw@gmail.com
Rabbi Avrohom Union, runion@rccvaad.org

F:\DOCS\RYTA-PAUKER\RABBI-SAMUEL-OHANA-03.LTR.wpd
1/29-11:30am

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YellowBot

what

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i.e., Beverly Hills, CA or 90210



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Ohana Saml Rabbi

12555 Huston St
Valley Village, CA 91607
(818) 766-6394



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Exhibit # 6 Page # 1

California Business Portal

Secretary of State DEBRA BOWEN

DISCLAIMER: The information displayed here is current as of FEB 13, 2009 and is updated weekly. It is not a complete or certified record of the Corporation.

| Corporation | | |
|---|-----------------------|----------------|
| BETH MIDRASH MISHKAN ISRAEL AMERICAN INSTITUTE FOR JUDIAC STUDIES, INC. | | |
| Number: C1794567 | Date Filed: 12/2/1996 | Status: active |
| Jurisdiction: California | | |
| Address | | |
| 13312 BURBANK BLVD | | |
| SHERMAN OAKS, CA 91401 | | |
| Agent for Service of Process | | |
| SAMUEL OHANA | | |
| 12555 HUSTON ST | | |
| VALLEY VILLAGE, CA 91607 | | |

Blank fields indicate the information is not contained in the computer file.

If the status of the corporation is "Surrender", the agent for service of process is automatically revoked. Please refer to California Corporations Code Section 2114 for information relating to service upon corporations that have surrendered.

Exhibit # 7 Page # 1

| | | | |
|--|--|--|--|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Baruch C. Cohen, Esq. Baruch C. Cohen, Esq. Law Office of Baruch C. Cohen, APLC 4929 Wilshire Boulevard, Suite 940 Los Angeles, CA 90010 TELEPHONE NO.: 323-937-4501 FAX NO.: 323-937-4503 ATTORNEY FOR (Name): Plaintiff Rita Pauker | | FOR COURT USE ONLY <div style="font-size: 24pt; font-weight: bold; margin: 10px 0;">FILED</div> <div style="font-weight: bold; margin: 5px 0;">LOS ANGELES SUPERIOR COURT</div> <div style="font-size: 18pt; margin: 10px 0;">FEB 19 2008</div> <div style="font-weight: bold; margin: 10px 0;">JOHN A. CLARKE, CLERK</div> <div style="font-weight: bold; margin: 5px 0;">BY MARY GARCIA, DEPUTY</div> | |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA BRANCH NAME: Central | | CASE NUMBER: BS119163 JUDGE: DEPT: | |
| CASE NAME: Pauker vs. Ohana | | CASE NUMBER: BS119163 JUDGE: DEPT: | |

| CIVIL CASE COVER SHEET | |
|--|--|
| <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) | <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) |

| Complex Case Designation | |
|--|---|
| <input type="checkbox"/> Counter | <input type="checkbox"/> Joinder |
| Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) | |

Items 1-6 below must be completed (see instructions on page 2).

| 1. Check one box below for the case type that best describes this case: | | |
|--|---|---|
| Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15) | Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input checked="" type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43) |

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses

b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court

c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☐ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify):

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 2-19-09

Baruch C. Cohen, Esq. (TYPE OR PRINT NAME)

[Signature] (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

- NOTICE**
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
 - File this cover sheet in addition to any cover sheet required by local court rule.
 - If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
 - Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (not asbestos or toxic/environmental) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (not medical or legal)
Other Non-PI/PD/WD Tort (35)
Employment
Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (not unlawful detainer or wrongful eviction)
Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (not provisionally complex) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (non-domestic relations)
Sister State Judgment
Administrative Agency Award (not unpaid taxes)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (not specified above) (42)
Declaratory Relief Only
Injunctive Relief Only (non-harassment)
Mechanics Lien
Other Commercial Complaint Case (non-tort/non-complex)
Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (not specified above) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief from Late Claim
Other Civil Petition

BS119163

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☐ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL HOURS/ DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked.

For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (See Column C below)

- | | |
|---|--|
| 1. Class Actions must be filed in the County Courthouse, Central District. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in Central (Other county, or no Bodily Injury/Property Damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office. |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

| | A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|--|---|---|--|
| Auto Tort | Auto (22) | <input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death | 1., 2., 4. |
| | Uninsured Motorist (46) | <input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist | 1., 2., 4. |
| Other Personal Injury/Property Damage/Wrongful Death Tort | Asbestos (04) | <input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death | 2. 2. |
| | Product Liability (24) | <input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental) | 1., 2., 3., 4., 8. |
| | Medical Malpractice (45) | <input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice | 1., 2., 4. 1., 2., 4. |
| | Other Personal Injury Property Damage Wrongful Death (23) | <input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) | 1., 2., 4. 1., 2., 4. |
| | | <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death | 1., 2., 3. 1., 2., 4. |
| Non-Personal Injury/Property Damage/Wrongful Death Tort | Business Tort (07) | <input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract) | 1., 2., 3. |
| | Civil Rights (08) | <input type="checkbox"/> A6005 Civil Rights/Discrimination | 1., 2., 3. |
| | Defamation (13) | <input type="checkbox"/> A6010 Defamation (slander/libel) | 1., 2., 3. |
| | Fraud (16) | <input type="checkbox"/> A6013 Fraud (no contract) | 1., 2., 3. |

| SHORT TITLE: Pauker vs. Ohana | | CASE NUMBER |
|--|---|---|
| A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
| Professional Negligence (25) | <input type="checkbox"/> A6017 Legal Malpractice | 1., 2., 3. |
| | <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal) | 1., 2., 3. |
| Other (35) | <input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort | 2., 3. |
| Wrongful Termination (36) | <input type="checkbox"/> A6037 Wrongful Termination | 1., 2., 3. |
| Other Employment (15) | <input type="checkbox"/> A6024 Other Employment Complaint Case | 1., 2., 3. |
| | <input type="checkbox"/> A6109 Labor Commissioner Appeals | 10. |
| Breach of Contract/ Warranty (06) (not insurance) | <input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) | 2., 5. |
| | <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) | 2., 5. |
| | <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) | 1., 2., 5. |
| | <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence) | 1., 2., 5. |
| Collections (09) | <input type="checkbox"/> A6002 Collections Case-Seller Plaintiff | 2., 5., 6. |
| | <input type="checkbox"/> A6012 Other Promissory Note/Collections Case | 2., 5. |
| Insurance Coverage (18) | <input type="checkbox"/> A6015 Insurance Coverage (not complex) | 1., 2., 5., 8. |
| Other Contract (37) | <input type="checkbox"/> A6009 Contractual Fraud | 1., 2., 3., 5. |
| | <input type="checkbox"/> A6031 Tortious Interference | 1., 2., 3., 5. |
| | <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence) | 1., 2., 3., 8. |
| Eminent Domain/Inverse Condemnation (14) | <input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____ | 2. |
| Wrongful Eviction (33) | <input type="checkbox"/> A6023 Wrongful Eviction Case | 2., 6. |
| Other Real Property (26) | <input type="checkbox"/> A6018 Mortgage Foreclosure | 2., 6. |
| | <input type="checkbox"/> A6032 Quiet Title | 2., 6. |
| | <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure) | 2., 6. |
| Unlawful Detainer - Commercial (31) | <input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction) | 2., 6. |
| Unlawful Detainer - Residential (32) | <input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction) | 2., 6. |
| Unlawful Detainer - Drugs (38) | <input type="checkbox"/> A6022 Unlawful Detainer-Drugs | 2., 6. |
| Asset Forfeiture (05) | <input type="checkbox"/> A6108 Asset Forfeiture Case | 2., 6. |
| Petition re Arbitration (11) | <input checked="" type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration | 2., 5. |

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| SHORT TITLE: Pauker vs. Ohana | CASE NUMBER |
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| | A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|-------------------------------------|--|--|--|
| Judicial Review (Cont'd.) | Writ of Mandate (02) | <input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review | 2., 8. 2. 2. |
| | Other Judicial Review (39) | <input type="checkbox"/> A6150 Other Writ / Judicial Review | 2., 8. |
| Provisionally Complex Litigation | Antitrust/Trade Regulation (03) | <input type="checkbox"/> A6003 Antitrust/Trade Regulation | 1., 2., 8. |
| | Construction Defect (10) | <input type="checkbox"/> A6007 Construction defect | 1., 2., 3. |
| | Claims Involving Mass Tort (40) | <input type="checkbox"/> A6006 Claims Involving Mass Tort | 1., 2., 8. |
| | Securities Litigation (28) | <input type="checkbox"/> A6035 Securities Litigation Case | 1., 2., 8. |
| | Toxic Tort Environmental (30) | <input type="checkbox"/> A6036 Toxic Tort/Environmental | 1., 2., 3., 8. |
| | Insurance Coverage Claims from Complex Case (41) | <input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only) | 1., 2., 5., 8. |
| Enforcement of Judgment | Enforcement of Judgment (20) | <input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case | 2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9. |
| | RICO (27) | <input type="checkbox"/> A6033 Racketeering (RICO) Case | 1., 2., 8. |
| Miscellaneous Civil Complaints | Other Complaints (Not Specified Above) (42) | <input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex) | 1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8. |
| | Partnership Corporation Governance (21) | <input type="checkbox"/> A6113 Partnership and Corporate Governance Case | 2., 8. |
| Miscellaneous Civil Petitions | Other Petitions (Not Specified Above) (43) | <input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition | 2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9. |

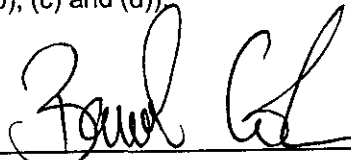
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| SHORT TITLE: Pauker vs. Ohana | CASE NUMBER |
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

| | | | |
|--|--------------|--------------------|--|
| REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE | | | ADDRESS: |
| <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. | | | Rabbinical Council of California 3780 Wilshire Boulevard, Suite 420 |
| CITY: Los Angeles | STATE: CA | ZIP CODE: 90010 | |

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: 2-19-09


(SIGNATURE OF ATTORNEY/FILING PARTY)
Baruch C. Cohen, Esq., APLC

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

LACIV 109 (Rev. 01/07)