

1 ANDREW J. STERN, ESQ. #051648  
LAW OFFICES OF ANDREW J. STERN, INC.  
2 9100 Wilshire Boulevard  
Suite 715 - East Tower  
3 Beverly Hills, California 90212

**FILED**  
LOS ANGELES SUPERIOR COURT

MAR 03 2008

4 (310) 274-8507  
5 Attorney for Plaintiff,  
RABBI MEIR PRENGLER

JOHN A. CLARKE, CLERK  
BY MARY GARCIA, DEPUTY

Case assigned to D-19  
Judge Judith C. Chisholm

8 SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES

11 RABBI MEIR PRENGLER, an )  
individual )  
12 )  
Plaintiff, )  
13 vs. )  
14 SHALHEVET HIGH SCHOOL, an )  
unknown legal entity; JERRY )  
15 FRIEDMAN, an individual; )  
DOES 1 through 10, inclusive )  
16 )  
17 Defendants. )

CASE NUMBER: BC386514  
COMPLAINT FOR:  
1. BREACH OF ORAL CONTRACT  
2. PROMISSORY ESTOPPEL  
3. BREACH OF COVENANT OF  
GOOD FAITH AND FAIR DEALING  
UNLIMITED JURISDICTION

19 COMMON ALLEGATIONS

20 NOW COMES Plaintiff RABBI MEIR PRENGLER, an individual  
21 (hereinafter "Plaintiff") and alleges as follows:

22 1. At all times herein mentioned, Plaintiff was and is an  
23 individual, living in City of Los Angeles, County of Los Angeles,  
24 State of California.

25 2. Plaintiff is informed and believes and based upon such  
26 information and belief herein alleges that at all times herein  
27 mentioned, Defendant, SHALHEVET HIGH SCHOOL (hereinafter  
28 "Shalhevet") was a religious high school and a legal entity of

21/10/08 10:08:54 AM/EPK  
RECEIVED: 08/03/08  
PAID BY: 08/03/08  
AMOUNT: \$200.00  
CHECK #  
CASH:  
CHANGE  
CARD:  
10.00  
08:56:38 PM  
08/03/08

1 unknown character and nature. Plaintiff will seek to amend this  
2 complaint when the true legal identity of Shalhevet is determined.  
3 Shalhevet operated as a high school in the City of Los Angeles,  
4 State of California.

5 3. Plaintiff is informed and believes and based upon such  
6 information and belief herein alleges that at all times herein  
7 mentioned, Defendant JERRY FRIEDMAN (hereinafter "Dr. Friedman")  
8 was an individual, residing in the City of Los Angeles, State of  
9 California and was acting in the capacity of the principal and/or  
10 chief administrative officer of Shalhevet.

11 4. The true names and capacities of the Defendants named  
12 herein as Does 1 thru 10, inclusive, whether individual,  
13 corporate, associate, or otherwise, are unknown to Plaintiff, who  
14 therefor sues such defendants by such fictitious names pursuant to  
15 California Code of Civil Procedure Section 474. Plaintiff will  
16 amend this complaint to show such true names and capacities of  
17 said defendants when same have been ascertained.

18 5. Plaintiff is informed and believes, and thereby alleges,  
19 that each of the Defendants designated herein as a Doe is  
20 responsible and/or liable in some manner as a principal, agent,  
21 employee, representative or assignee of each of themselves and  
22 each of the other defendants for the events and happenings herein  
23 referred to, and proximately caused injuries and damages thereby  
24 to Plaintiff, as herein alleged.

25 6. Plaintiff is informed and believes, and thereupon  
26 alleges, that at all times herein mentioned, Defendants and each  
27 of them were the agents, servants, representatives, principals,  
28 and/or employees of their Co-Defendants and each of them in doing

1 the things hereinafter alleged and were acting within the purpose  
2 and scope of said agency, service, and/or employment, and are  
3 liable in some manner for the others' actions, events and  
4 happenings herein referred to, which thereby proximately caused  
5 the injuries and damages to Plaintiff as hereinafter alleged.

6 7. Plaintiff was employed as a teacher at Shalhevet from  
7 August 2005 through and including June 2007.

8 8. In or about May 2006, Plaintiff, along with the rest of  
9 the teaching staff at Shalhevet, were informed by Dr. Friedman,  
10 that if someone was not to be retained as a teacher for the  
11 following school year, they would be notified no later than  
12 January 2007.

13 9. Plaintiff was not informed by anyone at Shalhevet that  
14 he would not be retained as a teacher by January 2007.

15 10. Plaintiff logically assumed that his job at Shalhevet  
16 for the upcoming school year (i.e., August 2007 through June 2008)  
17 was secure, and he therefore did not pursue any other teaching  
18 positions at other learning institutions, even though they were  
19 available to him at the time.

20 11. In or about late March 2007, Plaintiff was informed by  
21 Dr. Friedman, that Shalhevet desired to make a change in its  
22 teaching emphasis, and that Plaintiff would not be offered a  
23 contract for the 2007-2008 school year.

24 12. Dr. Friedman agreed with Plaintiff that he should be  
25 appropriately compensated and promised to make such arrangement  
26 with Plaintiff before the upcoming Jewish holiday of Rosh Hashana,  
27 in August of 2007.

28 13. However, Dr. Friedman kept putting Plaintiff

1 off over the next several months. Finally, on or about December  
2 14, 2007, Dr. Friedman offered Plaintiff the sum of \$1,800  
3 compensation from Dr. Friedman's "own funds", since he did not  
4 want to "involve the School [Shalhevet]." Said offer was rejected  
5 by Plaintiff.

6 14. Thereafter, Plaintiff sent a letter to the Board of  
7 Directors of Shalhevet, demanding compensation in the sum of  
8 \$34,500, based on the difference between Plaintiff's previous  
9 salary per year at the Shalhevet, IRA contributions made by  
10 Shalhevet and health insurance coverage provided by Shalhevet, in  
11 relation to the job Plaintiff ultimately was able to secure at  
12 another school, where Plaintiff was earning less in salary and  
13 with less benefits than he was earning at Shalhevet, due to the  
14 fact that he was applying late in the season for school teaching  
15 positions.

16 FIRST CAUSE OF ACTION

17 (Breach of Contract Against All Defendants)

18 15. Plaintiff refers to paragraphs 1 through 14, inclusive,  
19 above, and by such reference incorporates same herein as if set  
20 forth in full.

21 16. Plaintiff has performed all the terms and conditions  
22 under the Oral Agreement, with the exception of those which he was  
23 prevented from performing by the wrongful acts of Defendants, and  
24 each of them.

25 17. Defendants, and each of them, breached the Oral  
26 Agreement with Plaintiff by failing to rehire Plaintiff for the  
27 2007-2008 school year.

28 18. As a proximate result of the wrongful conduct of

1 Defendants, and each of them, Plaintiff has suffered damages in  
2 the sum in excess of \$35,000, together with interest at the rate  
3 of 10% per annum from January 31, 2007, when Plaintiff should have  
4 been informed that he would not be needed for the 2007-2008 school  
5 year. Plaintiff will seek to amend this complaint with the exact  
6 amount of his damages when the same are ascertained, or according  
7 to proof at trial.

8 SECOND CAUSE OF ACTION

9 (Promissory Estoppel Against All Defendants)

10 19. Plaintiff refers to paragraphs 1 through 18, inclusive,  
11 above, and by such reference incorporates same herein as if set  
12 forth in full.

13 20. In or about May 2006, Dr. Friedman and Shalhevet  
14 promised Plaintiff that he would be informed no later than January  
15 2007, as to if his services as a teacher at Shalhevet would no  
16 longer be required for the 2007-2008 school year.

17 21. In so promising Plaintiff, Defendants, and each of them,  
18 knew or should have known that Plaintiff would be reasonably  
19 induced to rely on the promise of Defendants, and each of them, so  
20 that when Plaintiff was not informed that his teaching services  
21 would not be required for the 2007-2008 school year, Plaintiff  
22 refrained from seeking other employment at other schools, while  
23 said other schools were actively looking for teachers for the  
24 2007-2008 school year.

25 22. Plaintiff reasonably relied on the lack of action by  
26 Dr. Friedman and Shalhevet in January 2007, to inform him that his  
27 school teaching services would not be required during the 2007-  
28 2008 school year, and therefore Plaintiff did not seek other

1 employment for the 2007-2008 school year.

2 23. As a result of the failure of Defendants, and each of  
3 them, to notify Plaintiff in January 2007 that his school  
4 teaching services would not be required during the 2007-2008  
5 school year, Plaintiff has suffered monetary damages in a sum in  
6 excess of \$35,000, together with interest at the rate of 10% per  
7 annum from January 31, 2007. Plaintiff will seek to amend this  
8 complaint with the exact amount of his damages when the same are  
9 ascertained, or according to proof at trial.

10 THIRD CAUSE OF ACTION

11 (Breach of Implied Covenant of Good Faith and Fair Dealing  
12 Against All Defendants)

13 24. Plaintiff refers to paragraphs 1 through 23, inclusive,  
14 above, and by such reference incorporates same herein as if set  
15 forth in full.

16 25. At all times, Dr. Friedman and Shalhevet owed Plaintiff  
17 an implied covenant of good faith and fair dealing under the Oral  
18 Agreement to employ Plaintiff as a teacher at Shalhevet,  
19 especially in light of the promise made to Plaintiff by Dr.  
20 Friedman and Shalhevet in or around May 2006, to wit, that if  
21 someone would not be retained as a teacher for the following  
22 school year, they would be notified no later than January 2007.

23 26. Dr. Friedman and Shalhevet breached its implied covenant  
24 of good faith and fair dealing under the Oral Agreement by:  
25 failing to advise Plaintiff by January 2007, that his teaching  
26 services for the 2007-2008 school year would not be required by  
27 Shalhevet and not advising him that his services were no longer  
28 required until late March 2007.

1           27. As a proximate result of the wrongful conduct of both  
2 Dr. Friedman and Shalhevet, Plaintiff has been damaged in a sum in  
3 excess of \$35,000, together with interest at the rate of 10% per  
4 annum from January 31, 2007. Plaintiff will seek to amend this  
5 complaint with the exact amount of his damages when the same is  
6 ascertained, or according to proof at trial.

7           28. In doing the acts herein alleged, Dr. Friedman and  
8 Shalhevet acted with fraud, oppression, and malice. At all  
9 relevant times, Dr. Friedman and Shalhevet knew that their failure  
10 to inform Plaintiff that they would not be needing his teaching  
11 services for the 2007-2008 school year, in a timely manner, was  
12 improper and would financially harm Plaintiff. Dr. Friedman's and  
13 Shalhevet's actions were reprehensible, and shock the conscience.  
14 Plaintiff is entitled to punitive damages in an amount subject to  
15 proof from both Dr. Friedman and Shalhevet.

16           WHEREFORE, Plaintiff prays for judgment as follows:

17           ON THE FIRST CAUSE OF ACTION

18           1. For a sum in excess of \$35,000, together with interest  
19 thereon at the maximum rate allowable by law per annum from  
20 January 31, 2006;

21           ON THE SECOND CAUSE OF ACTION

22           2. For a sum in excess of \$35,000, together with interest  
23 thereon at the maximum rate allowable by law per annum from  
24 January 31, 2007;

25           ON THE THIRD CAUSE OF ACTION

26           3. For a sum in excess of \$35,000, together with interest  
27 thereon at the maximum rate allowable by law per annum from  
28 January 31, 2007;

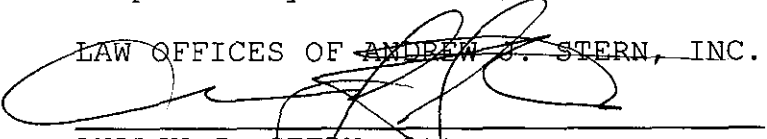
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

4. For punitive damages according to proof;

Dated: February 29, 2007

Respectfully submitted,

LAW OFFICES OF ~~ANDREW J. STERN, INC.~~



ANDREW J. STERN, Attorney  
for Plaintiff, RABBI MEIR PRENGLER

SHORT TITLE: PRENGLER v. SHALHEVET HIGH SCHOOL, et al.	CASE NUMBER <b>BC386514</b>
---	--------------------------------

**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 2  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)**

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. Class Actions must be filed in the County Courthouse, Central District.</li> <li>2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).</li> <li>3. Location where cause of action arose.</li> <li>4. Location where bodily injury, death or damage occurred.</li> <li>5. Location where performance required or defendant resides.</li> </ol> | <ol style="list-style-type: none"> <li>6. Location of property or permanently garaged vehicle.</li> <li>7. Location where petitioner resides.</li> <li>8. Location wherein defendant/respondent functions wholly.</li> <li>9. Location where one or more of the parties reside.</li> <li>10. Location of Labor Commissioner Office.</li> </ol> |
|---|--|

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

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Auto Tort</b>	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.
<b>Other Personal Injury/Property Damage/Wrongful Death Tort</b>	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.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3. 1., 2., 4.
<b>Non-Personal Injury/Property Damage/Wrongful Death Tort</b>	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.

Non-Personal Injury/Property Damage/  
Wrongful Death Tort (Cont'd.)

Employment

Contract

Real Property

Judicial Review Unlawful Detainer

SHORT TITLE: PRENGLER v. SHALHEVET HIGH SCHOOL, et al.	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 checked="" 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 type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE: PRENGLER v. SHALHEVET HIGH SCHOOL, et al.	CASE NUMBER
---	-------------

Judicial Review (Cont'd.)  
  
 Provisionally Complex Litigation  
  
 Enforcement of Judgment  
  
 Miscellaneous Civil Complaints  
  
 Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
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.
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 (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.
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.
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.

SHORT TITLE: PRENGLER v. SHALHEVET HIGH SCHOOL, et al.	CASE NUMBER
---	-------------

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: 910 S. Fairfax Avenue	
<input type="checkbox"/> 1. <input 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.			
CITY: Los Angeles	STATE: CA	ZIP CODE: 90036	

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: 02/29/08

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

**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)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
 Andrew J. Stern, #051648  
 Law Offices of Andrew J. Stern  
 9100 Wilshire Blvd., Suite 715-East Tower  
 Beverly Hills, CA 90212  
 TELEPHONE NO: 310/274-8507 FAX NO: 310/274-2080  
 ATTORNEY FOR (Name): Plaintiff, RABBI MEIR PRENGLER

FOR COURT USE ONLY  
**FILED**  
 LOS ANGELES SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
 STREET ADDRESS: 111 North Hill  
 MAILING ADDRESS:  
 CITY AND ZIP CODE: Los Angeles, CA 90012  
 BRANCH NAME: Central District, Stanley Mosk Courthouse

MAR 03 2008

CASE NAME:  
 PRENGLER v. SHALHEVET HIGH SCHOOL, et al.

JOHN A. CLARKE, CLERK

**CIVIL CASE COVER SHEET**  
 **Unlimited** (Amount demanded exceeds \$25,000)  
 **Limited** (Amount demanded is \$25,000 or less)

**Complex Case Designation**  
 **Counter**  **Joinder**  
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:  
**BY MARY GARCIA, DEPUTY**

JUDGE:  
 DEPT: **BC386514**

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:
- |   |  |   |
|---|--|---|
| <p><b>Auto Tort</b></p> <input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46) <p><b>Other P/IPD/W/D (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other P/IPD/W/D (23) <p><b>Non-P/IPD/W/D (Other) Tort</b></p> <input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-P/IPD/W/D tort (35) <p><b>Employment</b></p> <input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15) | <p><b>Contract</b></p> <input checked="" type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37) <p><b>Real Property</b></p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26) <p><b>Unlawful Detainer</b></p> <input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38) <p><b>Judicial Review</b></p> <input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></p> <input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p><b>Enforcement of Judgment</b></p> <input type="checkbox"/> Enforcement of judgment (20) <p><b>Miscellaneous Civil Complaint</b></p> <input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42) <p><b>Miscellaneous Civil Petition</b></p> <input type="checkbox"/> Partnership and corporate governance (21)<br><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. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> 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): 03
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: 02/29/08  
 ANDREW J. STERN

(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.