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SUPERIOR COURT
COUNTY OF LOS ANGELES
WEST DISTRICT

SUPERIOR COURT, STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
WEST DISTRICT

NATIONAL COUNCIL OF YOUNG ISRAEL, a
New York Non-Profit Corporation,

Plaintiff,

v.

SUE MISCHEL, an individual; et al.,

Defendants.

AND RELATED CROSS-ACTIONS

CASE NO. SC 100553

Assigned for all purposes:
The Honorable Irving Shimer

JUDGMENT AFTER COURT TRIAL

TRIAL PLACE: Dept. WEO

DATE OF FILING
OF COMPLAINT: November 12, 2008

TRIAL DATE: May 17, 2010

1 Based on the oral and documentary evidence presented in a court trial of this matter, IT IS
2 HEREBY ORDERED that:

3 1. Judgment is entered for the Cross-Complainant and Cross-Defendant Young Israel of
4 Beverly Hills ("YIBH"), against Cross-Complainants and Cross-Defendants Lawrence Mischel,
5 Susan Mischel, Samuel Mischel (collectively, the "Mischels"), and the Jewish Resource Center, Inc.
6 ("JRC") (collectively, the "Mischel Defendants") on the following claims contained in YIBH's First
7 Amended Verified Complaint: (1) First Cause of Action for Quiet Title, (2) Second Cause of Action
8 for Slander of Title, (3) Third Cause of Action for Conversion, (4) Fourth Cause of Action for
9 Declaratory Relief, (5) Fifth Cause of Action for Injunctive Relief, and (6) Ninth Cause of Action for
10 Cancellation.

11 2. The adverse interest claimed by the Mischel Defendants to title to the property located
12 at 8701 W. Pico Blvd., Los Angeles, CA 90035 (the "Property") is quieted.

13 3. The Mischel Defendants shall pay YIBH compensatory damages in the amount of
14 \$90,236, which includes the attorneys' fees and costs incurred by YIBH in connection with
15 remedying the Mischel Defendants' disparagement of YIBH's title to the Property. The Mischel
16 Defendants shall be jointly and severally liable for this compensatory award.

17 4. Lawrence Mischel shall pay YIBH punitive damages in the amount of
18 \$ 2000.00, Susan Mischel in the amount of \$ 5000.00, and Samuel Mischel in the
19 amount of \$ 5000.00.

20 5. The Court hereby declares as follows:

- 21 a) None of the Mischel Defendants, either individually or collectively, has any right
22 to, interest in, title to, estate in, or ownership of the Property;
- 23 b) The Statement of Information filed with the California Secretary of State on
24 September 8, 2008 on behalf of YIBH is null and void;
- 25 c) The Certificate of Amendment of Articles of Incorporation filed with the
26 California Secretary of State on October 17, 2008, which purports to change the
27 name of Young Israel of Beverly Hills to Jewish Resource Center, Inc., is null and
28 void;

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- d) The Statement of Information filed with the California Secretary of State on November 17, 2008 on behalf of JRC is null and void;
- e) Any and all conveyances of the Property made by, for, in conjunction with, in collusion with, or for the benefit of, the Mischel Defendants are null and void;
- f) The grant deed dated October 29, 2008 and recorded on October 30, 2008, which purports to transfer the Property from YIBH to the Jewish Resource Center, is null and void;
- g) The grant deed dated November 21, 2008 and recorded on November 25, 2008, which purports to transfer the Property from the Jewish Resource Center to JRC, Inc., is null and void;
- h) The deed of trust dated November 21, 2008 and recorded November 25, 2008 between JRC and Lone Oak, is null and void;
- i) The Promissory Note, dated November 20, 2008, between Lone Oak Fund, LLC and JRC, is null and void;
- j) The Fictitious Business Name Statement recorded on November 20, 2008, signed by Samuel Mischel claiming that JRC is doing business as YIBH, is null and void.

6. The Mischel Defendants, and each of them, are enjoined from engaging in the following activities, and the Court shall retain jurisdiction to enforce this injunctive relief:

- a) Using the name YIBH for any purpose;
- b) Entering, encumbering, or transferring the Property;
- c) Opening a bank account in the name of YIBH;
- d) Accessing, using, or interfering with any financial account in the name of YIBH;
- a) Receiving, opening, or possessing any mails in the name of YIBH;
- b) Making any changes to any California or Federal corporate form or document in the name of YIBH;
- c) Interfering with delivery of mails addressed to YIBH;

1 d) Interfering with any utility account in the name of YIBH, including, without
2 limitation, its telephone account, its Department of Water and Power account, and
3 its Gas Company account;

4 e) Other than in the context of ~~litigation~~ *an appeal of the judgment in this case,* (S)
5 of the Mischel Defendants have a right to, interest in, title to, estate in, or
6 ownership of the Property;

7 f) Other than in the context of ~~litigation~~ *an appeal of the judgment in this case,* (S)
8 is the same corporate entity as YIBH.

9 7. The following documents are cancelled:

10 a) Any and all conveyances of the Property made by, for, in conjunction with, in
11 collusion with, or for the benefit of, the Mischel Defendants;

12 b) The grant deed dated October 29, 2008 and recorded on October 30, 2008, which
13 purports to transfer the Property from YIBH to the Jewish Resource Center;

14 c) The grant deed dated November 21, 2008 and recorded on November 25, 2008,
15 which purports to transfer the Property from the Jewish Resource Center to JRC,
16 Inc.;

17 d) The deed of trust dated November 21, 2008 and recorded November 25, 2008
18 between JRC and Lone Oak.

19 8. Judgment is entered for Cross-Complainant Lone Oak Industries, Inc. and Lone Oak
20 Fund, LLC (collectively, "Lone Oak"), against Cross-Complainants and Cross-Defendants Lawrence
21 Mischel, Susan Mischel, Samuel Mischel, and JRC on the following claims based on its Cross-
22 Complaint that was amended to conform to proof at trial: (1) Fraud, and (2) Declaratory Relief. The
23 Court denies Lone Oak's claim for equitable indemnity as moot.


24 9. The Mischel Defendants shall be jointly and severally liable to Lone Oak for
25 compensatory damages in the amount of \$250,000.

26 10. Lawrence Mischel is personally liable for the \$250,000 loan from Lone Oak to JRC
27 pursuant to the Continuing Guaranty executed by Lawrence Mischel, dated November 20, 2008, *the*
28 *debt being on account of the guaranty of the debt note which is the*
subject of paragraph 6 above.

1 11. Judgment is entered in favor of YIBH on JRC's cross-claims against YIBH for unjust
2 enrichment and conversion. The Mischels' and Matthew Mischel's cross-claim against YIBH for
3 civil rights violations is hereby dismissed with prejudice.

4 **IT IS SO ORDERED.**

5 DATED: JUN 04 2010

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7
8 By:  _____
9 The Honorable Irving Shimer
10 Superior Court of California

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