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FILED
Los Angeles Superior Court

JUL 14 2009

John A. Clarke, Executive Officer/Clerk
By SHAUNYA WESLEY Deputy

REC'D
JUL 14 2009
FILED WINDOW

Attorney for Defendants Rabbi Samuel Ohana and Beth Midrash
Mishkan Israel American Institute For Judaic Studies, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL

RITA PAUKER,

Plaintiff,

vs.

Case No: BS119163
Assigned for all purposes to the Honorable Zaven
V. Sinanian, Dept. 23

Filing Date: 2/19/2009

RABBI SAMUEL OHANA, BETH
MIDRASH MISHKAN ISRAEL,


Defendants

**DEFENDANTS' OBJECTION TO JULY 8,
2009 NOTICE OF RULING SUBMITTED BY
PLAINTIFF AND REQUEST TO STRIKE
LANGUAGE FROM THE NOTICE;
DECLARATION OF G. SCOTT SOBEL**

TO THE COURT, PLAINTIFF AND HER ATTORNEYS OF RECORD:

Defendants hereby object to the language "and the Defendants must pay for half the costs of the arbitration" in Plaintiff's Notice of Ruling dated July 8, 2009. A true and correct copy of the Transcript of the July 8, 2009 hearing is attached hereto as Exhibit A. The subject of the payment of costs was not mentioned in the Court's ruling, nor any of the Court's comments, nor even the arguments of counsel at the hearing.

DATED: July 10, 2009



G. Scott Sobel
Attorney for Rabbi Samuel Ohana and Beth
Midrash Mishkan Israel American Institute For
Judaic Studies, Inc.

DECLARATION OF G. SCOTT SOBEL

G. Scott Sobel further declares:

1. I am an attorney licensed to practice law in the State of California and the attorney of record for Defendants herein. The following facts are within my personal knowledge, or based upon information and belief. If called as a witness, I could and would competently testify thereto.

2. The language "and the Defendants must pay for half the costs of the arbitration" improperly appears in Plaintiff's Notice of Ruling dated July 8, 2009. A true and correct copy of the Transcript of the July 8, 2009 hearing is attached hereto as Exhibit A. Review of the transcript clearly demonstrates that the subject of the payment of costs was not mentioned in the Court's ruling, nor any of the Court's comments, nor even the arguments of counsel at the hearing. The word "costs" was not even mentioned once during the hearing.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed July 10, 2009 at Los Angeles, California.



G. Scott Sobel

1 CASE NUMBER: BS119163
2 CASE NAME: PAUKER V. OHANA
3 LOS ANGELES, CALIFORNIA JULY 8, 2009
4 DEPARTMENT NO. 23 HON. ZAVEN V. SINANIAN, JUDGE
5 APPEARANCES: (AS HERETOFORE NOTED.)
6 REPORTER: GABRIELLE AMMON, CSR #5202
7 TIME: 9:19 A.M.
8

9 **THE COURT:** Rita Pauker versus Rabbi Samuel Ohana.

10 **MR. COHEN:** Good morning, your Honor. I'm Baruch
11 Cohen. I represent Rita Pauker, who is with me in court
12 today. Also with me in court this morning are my two
13 summer law clerks who I wanted to introduce to the court
14 who are with me as well sitting there.

15 **THE COURT:** Thank you.

16 **MR. SOBEL:** Morning, your Honor. Scott Sobel for
17 the defendants.

18 **THE COURT:** Okay. Good morning. The matter is
19 before the court on a motion to compel arbitration. The
20 court has read and considered your papers. The court's
21 tentative ruling is to grant the motion to compel
22 arbitration on the following grounds:

23 It appears to me that an agreement was made by
24 the parties in this case to arbitrate this matter.
25 Binding arbitration was selected. In the agreement it
26 states a comprehensive settlement of all claims and
27 cross-claims between Pauker and Ohana pertaining to the
28 ownership and disposition of four Torah scrolls. The

1 agreement was executed by both Pauker and Ohana on
2 July 16, 2008. Court finds that this evidence satisfies
3 Pauker's burden as a party moving to enforce an
4 arbitration agreement.

5 In opposition, Rabbi Ohana does not state any
6 grounds or cite any law in support of the assertions that
7 for some reason, the arbitration agreement should be
8 invalidated. If the award was vacated, as in this case,
9 the court may order rehearing before new arbitrators under
10 CCP 1287.

11 The court finds in this case that a new
12 arbitration is necessary and will order a rehearing before
13 new arbitrators who provide services under the auspices of
14 the Rabbinical Council of California. The procedure the
15 court would propose to employ is to have each side submit
16 the name of a rabbi. Parties are to confer in person as
17 to the selection of a third rabbi. If the parties are
18 unable to select, each side shall submit three nominees to
19 the court. The court will pick a name out of a hat at the
20 next court hearing, which I believe is scheduled for
21 August --

22 **MR. SOBEL:** 4.

23 **THE COURT:** -- 4th.

24 If you are able to agree, however, as to a
25 third rabbi, then you will indicate to the court that that
26 agreement has been made and all three rabbis have been
27 selected. Then I will certainly address the issue at the
28 next court date, which would be August the 4th, and set a

1 date for completion of arbitration.

2 The failure to timely submit a list of
3 arbitrators will constitute an agreement as to the
4 acceptability of opposing party's selection; that is, with
5 regard to the three that will be proposed by each party if
6 there is no agreement as to the one -- the third
7 arbitrator.

8 Nothing in this selection procedure will
9 operate to alter and/or waive obligations owing to civil
10 arbitrators under California law, including, for relevant
11 example, conflict disclosure obligations.

12 Would you like to be heard?

13 **MR. COHEN:** Your Honor, the RCC has their own panel
14 of arbitrators, just like ARC, just like J.A.M.S., just
15 like the American Arbitration Association. They do have
16 alternate rabbis at their disposal. I myself have
17 litigated cases where alternate rabbis were chosen.

18 Under the proposed procedure that your Honor's
19 suggesting, it's suggesting a method called Zavla, in
20 Hebrew, which is an acronym for this side chooses one
21 rabbi, the other side chooses a second rabbi, and the two
22 rabbis choose a third.

23 The RCC has a policy against --

24 **THE COURT:** I didn't suggest that the two rabbis
25 would choose a third. What I suggested is you would each
26 choose one rabbi.

27 **MR. COHEN:** Uh-huh.

28 **THE COURT:** Then you would meet and confer to see if

1 you can select a third rabbi.

2 **MR. COHEN:** I see. Okay.

3 **THE COURT:** If you're unable to select the third
4 rabbi, then you will each submit three names to the court.

5 **MR. COHEN:** Got it.

6 **THE COURT:** And the court will select, through a
7 random process, the third rabbi who will preside over
8 these proceedings.

9 **MR. COHEN:** Got it.

10 **THE COURT:** And I will give a deadline. I don't
11 know how much time you would need, but I think what I
12 would like to suggest is ten days to allow you to submit
13 your names and also submit the three names if you're
14 unable to agree as to the third and final rabbi who will
15 join the panel of three rabbis who will hear this matter.
16 Because what I'd like to do is, by the next court date,
17 the 4th, I'd like to have some indication as to where we
18 are in regards to the arbitration itself.

19 Since this is -- I'll allow Mr. Sobel to
20 address the court if there's anything you would like to
21 say on the tentative.

22 **MR. SOBEL:** It does appear that it could be a
23 workable solution, your Honor, and I appreciate the
24 thought that went into it.

25 As I understand, we would have ten days from
26 this time to submit our individual choice, and those two
27 selected arbitrators or rabbis will have ten days to make
28 a -- to come to an agreement on a third. If they need our

1 assistance, then we submit -- or if they're unable to
2 within the additional ten days, then we would -- each side
3 would submit a list of three.

4 **THE COURT:** I don't think I was suggesting that.
5 Although if that's -- if you'd like that to be the
6 agreement, I don't have a problem with it.

7 What I was suggesting is you will each submit
8 the name of a rabbi. And then if you're unable to agree
9 as to the third rabbi, you would each submit, along with
10 the one rabbi, three additional names that the court will
11 use in its selection process on August the 4th. So, in
12 other words, I'll have six names from which to pick on a
13 random basis who the third rabbi will be.

14 But that selection will be not done by the
15 rabbis you've selected. It will be done by your
16 proposals.

17 **MR. COHEN:** Your Honor, may I suggest, since there
18 is a structure and there is an organization called the
19 RCC, and it has alternate rabbis, can we not just simply
20 go to the RCC and say, we're back. Impanel three new
21 rabbis who are subject to all of the same disclosure rules
22 as any other arbitrator, and it makes it a lot faster and
23 smoother and economically feasible. You know, it doesn't
24 require any involvement by us. There's a structure.

25 Los Angeles is blessed with many rabbis who
26 are part of the RCC who serve as alternate rabbis, and I
27 don't want to be in a position telling the RCC who is on
28 their panel. They have a panel.

1 **THE COURT:** Neither do I. But I think due to the
2 disagreement that you're having, I'm having to intervene
3 in this regard. Otherwise, it would be my preference not
4 to intervene. And if you and Mr. Sobel can agree as to a
5 process of selecting or allowing the Rabbinical Council of
6 California to select the rabbis that you all agree on,
7 then I don't have a problem with that.

8 The only concern I have is that if you have a
9 disagreement, I will need to resolve that disagreement.

10 **MR. COHEN:** So what I would suggest is that we again
11 remand the matter back to the RCC and say, give us your
12 proposal of the three arbitrators. Mr. Sobel and I will
13 speak. We will confer immediately. If there is a
14 problem, the RCC will present a fourth or a fifth
15 alternate. If all fails and we can't get past this, then
16 I suggest we come back to you --

17 **THE COURT:** For this procedure, perhaps.

18 **MR. COHEN:** -- for this procedure. Because let
19 their procedure work.

20 **THE COURT:** Mr. Sobel, that may be an interim
21 position we can utilize at this point and see how that
22 would turn out. And if it doesn't turn out as you would
23 expect it to turn out, perhaps then we could go to this
24 procedure.

25 **MR. SOBEL:** Well, your Honor, respectfully,
26 everything that this court has heard has been about the
27 prejudice, whether actual or only appearing, of the RCC
28 against Rabbi Pauker and his synagogue, the Beth Midrash.

1 We are now in the position of -- as suggested
2 by Mr. Cohen, of going back to this body and having the
3 rabbi or rabbis who have shown the vitriol against my
4 clients to extreme extents, as I've briefed and I know as
5 the court has read. We've spent a lot of time talking
6 about the prejudice.

7 We cannot stomach going back to that body and
8 asking that body to select three -- obviously not
9 independent, because they are dependent. They are part of
10 the RCC. Rabbi Pauker himself is a member of the RCC, has
11 been for many years, but he is not comfortable to put any
12 decision-making process into the hands of the body which
13 we believe we have amply demonstrated has shown prejudice,
14 has violated the rules, has violated ex parte rules,
15 disclosure rules, and created the entire mess we're in.

16 I appreciated earlier and I still appreciate
17 the court's resolution. And it's -- the proposal that I
18 made to Mr. Cohen on May 20th was that we use this party
19 arbitrator selection system. We'd select one. They
20 select a third. If we can't -- if they can't agree on a
21 third, then we're forced back to the court. And I like
22 the court's solution. I'm leaving it to chance because, I
23 mean, it would still be subject to a showing of prejudice
24 upon disclosure as to even the third, even if he or she
25 were selected by random process.

26 **THE COURT:** So you would be comfortable then,
27 Mr. Sobel, to allow the two that you each select to select
28 the third?

1 **MR. SOBEL:** Correct. If they are able to agree on a
2 third within ten days, or a reasonable period -- we have
3 to think about vacation schedules, et cetera -- then
4 great. And if they're not able to, then we'll submit
5 three names each for selection by the court on August
6 the 4th.

7 The only risk we take is that the court will
8 be picking one that's submitted by one side and not the
9 other, and the other side might object after any
10 disclosures are made or any objections entered. But
11 that's a matter we can come to and hopefully not have to
12 come to.

13 **THE COURT:** Well, we'll make that procedure
14 completely transparent by having you participate in doing
15 the procedure in open court so that it does not appear as
16 though any of this is done on a secretive basis.

17 **MR. COHEN:** Your Honor, my point cannot be stressed
18 enough. This concept of Zavla is a Bais Din procedure
19 that is a landmine of trouble. In fact, in all of my
20 retainer agreements where I have binding arbitration
21 clauses before Bais Din with my Jewish clients, I
22 specifically say "No Zavla." Because historically
23 speaking -- and I've litigated many cases before Bais
24 Din -- this is an opportunity for abuse to put two rabbis
25 and ask them to agree on a third. It turns into a circus.

26 And if you're looking for closure and, you
27 know, judicial economy to have closure and movement by
28 August 4th, I can guarantee it will never happen with

1 Zavla. I think you're not in a position to dictate how
2 the RCC is to run its internal arbitration rules. And it
3 has internal arbitration rules.

4 So the fact that Mr. Sobel is not comfortable
5 with the RCC, well, we're now being ordered back to the
6 RCC.

7 **THE COURT:** That's correct.

8 **MR. COHEN:** I urge you, your Honor, to allow the RCC
9 to impanel three new arbitrators with new disclosures as
10 need be. If there is a problem, then we come back and we
11 employ this procedure that you're proposing. But I don't
12 see any reason why we should now be interposing a process
13 that is anathema and against RCC policy, which I know for
14 a fact it is. They do not engage in Zavla.

15 **THE COURT:** Well, what I can do is, I can allow the
16 parties again -- and I think you're both reasonable
17 people, and I think you understand how important it is to
18 work together -- perhaps what I could do is I can stay
19 this order. The order is entered as to the order to
20 compel arbitration. That, I'm not changing, of course.

21 But with regard to the procedure as to the
22 rehearing before new arbitrators, perhaps what I can do is
23 I can stay that order to allow the parties to engage the
24 RCC in the selection of three new arbitrators. And if
25 that procedure is acceptable to both sides, then on August
26 the 4th, you'll simply indicate to me, we have selected a
27 panel of three who will hear this matter, and we'll set a
28 date for completion.

1 **MR. COHEN:** Yes.

2 **THE COURT:** If you're unable to do so, then we will
3 employ this procedure at that time.

4 **MR. COHEN:** Correct.

5 **THE COURT:** Other than a slight delay, I don't think
6 there's any other issue here.

7 Mr. Sobel.

8 **MR. SOBEL:** So in my comments, I've been, as the
9 court has been, solution-oriented. Looking for a
10 solution. The court has indicated that it's -- the order
11 is entered; however, it may be stayed. I have not
12 addressed the ruling of the court.

13 And what I would only like to do -- I know the
14 court has read the papers -- I would like to inquire of
15 the court whether, one, there has been a showing of
16 prejudice on the part of members of the RCC, including its
17 administrator and its counsel, against my client. If
18 there has, I cannot fathom any -- any attempt to send us
19 back to the organization that has shown, I believe,
20 extreme prejudice against my client. Vitriolic, fiery
21 prejudice. Counsel for the RCC called my client
22 dishonest, evasive, contemptuous, and other words.
23 Counsel for the organization. And we're to go back and
24 feel that we can get a fair arbitration under their
25 auspices?

26 I was willing to consider the solution of each
27 side picking one and the third -- a party arbitration
28 system. If it's under the auspices of the RCC, as long as

1 it's not involving their administrator or the rabbis who
2 have previously been involved, I think I can live with it.
3 I think my clients can live with it. I obviously haven't
4 had a chance to consult with my clients, but I'm proposing
5 that we go with that route.

6 If we're sent back to the RCC and the judgment
7 of Rabbi Union, whom I've focused many pages on, and his
8 attorneys, they've -- Rabbi Pauker is now seated with
9 me -- Rabbi Ohana.

10 **MR. COHEN:** Rabbi Ohana.

11 **MR. SOBEL:** Rabbi Ohana. Excuse me. That's quite a
12 slip. I recognize that Mrs. Pauker is sitting in the
13 audience as well.

14 He brought with him the poster blowups that
15 were glued or plastered on his synagogue glass on the
16 Sabbath, on a Friday night, because Mr. Cohen's reply
17 said, well, they haven't presented the evidence. And I
18 personally am aware of at least two, if not three, cases
19 previously where it's my understanding that Rabbi Union
20 authorized the plastering of such posters.

21 Now, it's commonly done in Jerusalem in such
22 cases, but this is -- this is a different place and a
23 different situation, and this is not somebody who is going
24 out and saying, the law doesn't apply to me. He's saying,
25 the law was not applied correctly, and this court so
26 found.

27 So I have to ask the court whether there is a
28 showing of actual prejudice, if not at least the

1 appearance of prejudice, of the RCC against my clients,
2 and reconsider sending us back there. Does the court
3 think that we will be -- will feel that we can get any
4 fair hearing at all under the auspices of the RCC?

5 We have proposed, ourselves, the party
6 arbitrator selection method. I'm willing to live with the
7 court's first proposal.

8 **THE COURT:** But the first proposal was under the
9 auspices of the RCC.

10 **MR. SOBEL:** Well, if Rabbi Union is going to be part
11 of the process, then we're not going to have an agreement.
12 But if we are submitting names and they're selecting a
13 name, and if those two names submitted by the parties to
14 each other are able to make a selection of a third, then
15 we'll have no complaint.

16 If we can't select amicably, agreeably,
17 between the rabbis and parties, then we come back to the
18 court. If Rabbi Union's name were drawn out of a hat as
19 the third arbitrator, we would certainly be dancing on the
20 table, so to speak, and getting nowhere. But if a third
21 party who does not appear to be under the influence, in
22 our minds, then we should be able to live with it. And we
23 feel that we can come to any court -- any proper body. As
24 I suggested, of course, this court. We could hold a
25 non-jury trial in two hours in front of this court on
26 August 4th, as far as I'm concerned, and be done with it.

27 So my client wishes to speak with me before we
28 continue.

1 **THE COURT:** All right. So why don't we take a brief
2 recess. I'll allow counsel to confer as well for a few
3 minutes to see what would work best for your clients. And
4 certainly, the idea of staying this order, allowing the
5 parties to do a selection process with more freedom and
6 flexibility, is probably a more suitable solution. But if
7 you're unable to agree, then I will certainly impose an
8 order to get this process moving along.

9 Let me take another matter while you confer.
10 Thank you.

11
12 (Unrelated matters were heard.)
13

14 **THE COURT:** Back on the record in the Pauker versus
15 Ohana matter.

16 **MR. COHEN:** Hello again. I'm Baruch Cohen. I
17 represent Rita Pauker.

18 May I comment on where we last were, your
19 Honor?

20 **THE COURT:** Yes.

21 **MR. COHEN:** I need to stress in the strongest of
22 terms that if the matter -- in our motion to compel, we
23 didn't ask for suggestions on how to revise the internal
24 procedures of the RCC Bais Din. We asked that it be sent
25 back to the RCC Bais Din. The suggestions that your
26 Honor's making is going to detonate havoc. I know from
27 experience. And if you want judicial economy by
28 August 4th, it's not going to happen with the proposed

1 procedure.

2 I did have an opportunity to speak to opposing
3 counsel in the hallway. It seems to me that any name that
4 is suggested that has an RCC affiliation will be rejected.
5 We're not going to get anywhere if we subject the process
6 to opposing counsel's, you know, veto power, who lives,
7 who dies, and will make these decisions nilly-willy, and
8 we'll get nowhere.

9 Jurisdictionally, I don't think you have
10 jurisdiction over the internal procedures of a private
11 arbitration company. Your mandate under this motion was
12 whether to compel back to the RCC or not. To tell them
13 how to run their arbitration, I don't think you have
14 jurisdiction for.

15 So I would respectfully request that the
16 motion to confirm the -- to compel the arbitration back to
17 the RCC remain simply that, what we asked for in the
18 motion, not to get involved and micro -- not micro or
19 macromanage how the RCC Bais Din is going to impanel three
20 new alternates. Because again, you're asking for trouble
21 if you go down that road.

22 Secondly, sometimes you can hear where the
23 seeds of the landmines are being planted by opposing
24 counsel to see where they're going to make their next
25 objection. For opposing counsel to also raise
26 restrictions that, oh, the administrator of the RCC can't
27 be the administrator of the RCC, Rabbi Union, is not
28 before this court. And I don't want any rulings or, you

1 know, judgments telling the -- this private arbitration
2 panel who their arbitrator -- who their administrator can
3 be. If the ruling from the court is three fresh new
4 arbitrators, yes, that's what we asked for in our motion.
5 But I think it's a -- I think it would be a gross misuse
6 of your power to start ruling how the RCC is to impanel
7 and who the administrator can be.

8 And last, but not least, I think this court
9 was very clear that there was a finding of no prejudice.
10 There was no evidence presented. No facts. No law. And
11 I would urge that this court not engage in this
12 inflammatory discussion at this stage. I believe the
13 ruling is correct: Go back to the RCC, let them impanel,
14 see you back on August 4th.

15 **THE COURT:** Okay. Thank you.

16 Mr. Sobel.

17 **MR. SOBEL:** We have been, at all times, trying to
18 seek a solution to the problem, and we have proposed
19 alternative solutions. I think what we need to do is
20 address the issues raised first, because it appears that
21 Mr. Cohen wishes to tell the court how to resolve the case
22 without seeking a solution. Because the RCC is no
23 solution for the defendants for the reasons that I have
24 addressed and I've briefed.

25 Therefore, I would ask the court if we may
26 have a finding on the record as to whether the defendants
27 have shown actual prejudice by the RCC against my clients
28 in any of the communications, as I have briefed. That

1 would have been our first question. If not, have we shown
2 the appearance of prejudice such as to cause a party to
3 believe that it will not receive a fair hearing before the
4 RCC.

5 Third, have there been any non-exempted ex
6 parte communications between the RCC and its rabbis and
7 plaintiff or plaintiff's counsel. And I believe we've
8 shown there has been actual prejudice that Rabbi Union has
9 made a veiled threat in writing; that Rabbi Union has said
10 in a letter that my client brings embarrassment upon
11 himself if he pursues the original case in which the court
12 upheld Rabbi -- my client's objections; that counsel for
13 the RCC used numerous words to show an extreme prejudice
14 against my client in their communication.

15 We've shown ex parte contacts which are not
16 exempted under the code in the extent and the amount --
17 the contacts between Mr. Cohen and the three arbitrators,
18 the rabbis, including the administrator of the RCC, Rabbi
19 Union. That Rabbi Union called my client on behalf of the
20 plaintiff in this case. I don't have the evidence of it,
21 but the insinuation is that he was asked to by Mr. Cohen
22 or by plaintiff herself -- I presume Mr. Cohen, though I
23 don't have that evidence -- saying, can Mr. -- can a
24 relative of Miss Pauker or Mr. Cohen himself come to your
25 synagogue and photograph the four Torah scrolls and Rabbi
26 Pauker -- Rabbi Ohana, excuse me, consented to that.

27 I think we have a clear -- we have clear
28 evidence of numerous ex parte communications between

1 plaintiff's counsel and the RCC. We have clear evidence
2 of prejudice by the RCC against defendant. And if we have
3 findings from the court, at least we will be guided as to
4 where we stand.

5 Because Rabbi Ohana, what he interrupted to
6 ask me to express to the court -- he asked me if he could
7 address the court, but I think it's better if we keep it
8 this way -- Rabbi Ohana said, I am in direct competition
9 with Rabbi Union and the RCC. I have a Beit Din in the
10 Valley that is certified, or under the -- authorized by
11 the Chief Rabbinic Court, Beit Din of Israel from
12 Jerusalem. He's been operating for a number of years. He
13 conducts conversions under the auspices of his Beit Din in
14 the Valley. He grants divorces, religious divorces, under
15 it, and he handles other matters as well.

16 And Rabbi Union's made it very clear that his
17 desire is that there only be one Beit Din in the Southern
18 California area and it be the RCC Beit Din. And all
19 others should cease and desist their work. So they are in
20 direct competition. Rabbi Ohana would say that "I'm not
21 in competition with the RCC because I take a very small
22 number of cases, and the matters that I hear are mostly
23 with Sephardic members, members of the Sephardic
24 community," of which Rabbi Ohana is. But Rabbi Union has
25 made it clear that they're in direct competition.

26 So for these reasons, I ask for specific
27 rulings in order to guide us further.

28 **THE COURT:** Thank you very much for your arguments.

1 The court's final ruling is as follows:

2 Court will grant the motion to compel
3 arbitration. Pursuant to CCP 1287, when the award is
4 vacated, the court will order a rehearing before new
5 arbitrators. The court shall order a rehearing before new
6 arbitrators who provide services under the auspices of the
7 Rabbinical Council of California. The additional
8 procedure will not be employed at this time.

9 The date of August the 4th, '09, will be set
10 as the status of arbitration date, as previously selected.
11 I will have plaintiff's counsel prepare the Notice of
12 Ruling.

13 **MR. COHEN:** Thank you very much, your Honor.

14

15 (The proceedings were concluded.)

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. My business address is 8350 Wilshire Blvd., Suite 200, Beverly Hills, CA 90211, Telephone: (310) 422-7067. On the date below, I served the document(s) described as:

DEFENDANTS' OBJECTION TO JULY 8, 2009 NOTICE OF RULING SUBMITTED BY PLAINTIFF AND REQUEST TO STRIKE LANGUAGE FROM THE NOTICE; DECLARATION OF G. SCOTT SOBEL

on the following interested parties in this action:

Baruch C. Cohen, Esq. LAW OFFICE OF BARUCH C. COHEN, APC 4929 Wilshire Blvd., Suite 940 Los Angeles, CA 90010-3823 Fax: (323) 937-4503 BCC4929@aol.com	Attorney for Petitioner Rita Pauker
---	-------------------------------------

[XX] by U.S. Mail on the date below by placing a true and correct copy thereof, enclosed in a sealed envelope addressed as described above and depositing such envelope with the United States Postal Service in Los Angeles, California with the postage fully prepaid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 10, 2009 at Los Angeles, California.



 G. Scott Sobel

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