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FILED
LOS ANGELES SUPERIOR COURT
NOV 20 2006
JOHN A. CLARKE, CLERK
BY D.M. SWAIN, DEPUTY

assigned to Judge: Michael L. Stern D-62

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

AVIVA EBNER, Plaintiff, vs. HILLEL HEBREW ACADEMY., a California corporation; MOREY LEVOVITZ, Y. BORUCH SUFRIN and DOES 1-100, inclusive, Defendants.	Case number BC362150 Complaint for Damages and Demand for Jury Trial 1. Wrongful Termination in Violation of Public Policy [Whistleblowing] 2. Retaliation for Complaints of California Occupational Safety and Health Act Violations [Cal. Lab. Code §6310; *et seq.*] 3. Fraud - Intentional/Negligent Misrepresentation 4. Fraud - Concealment 5. Fraud - Promise Without Intent to Perform 6. Intentional Infliction of Emotional Distress Over $25,000

PLAINTIFF complains and alleges as follows:

GENERAL ALLEGATIONS

1. At all times herein mentioned, plaintiff was a resident of the County of Los Angeles, State of California.

2. At all times herein mentioned, defendant, HILLEL HEBREW ACADEMY (hereinafter, "HILLEL") is and was a California corporation doing business as a private school at 9120 West Olympic Boulevard, city of Beverly Hills, county of Los Angeles, state of California. HILLEL is, according to the Jewish Journal in 2002, the oldest and largest Jewish day school in the Western United States, with approximately 700 students.

3. At all times herein mentioned, defendant, MOREY LEVOVITZ. (hereinafter, "LEVOVITZ") is and was an individual residing at 2325 Duxbury Circle, city of Los Angeles, county of Los Angeles, state of California and the President of the Board of Directors at HILLEL

4. At all times herein mentioned, defendant, Y. BORUCH SUFRIN. (hereinafter, "SUFRIN") is and was an individual residing in the city of Los Angeles, county of Los Angeles, state of California and the Headmaster of School at HILLEL.

5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate, of those Defendants fictitiously sued as DOES 1 through 100 inclusive and so the Plaintiff sues them by these fictitious names. The Plaintiff is informed and believes that each of the DOE Defendants reside in the State of California and are in some manner responsible for the conduct alleged herein. Upon discovering the true names and capacities of these fictitiously named Defendants, the Plaintiff will amend this complaint to show the true names and capacities of these fictitiously named Defendants.

6. Unless otherwise alleged in this complaint, the Plaintiff is informed, and on the basis of that information and belief alleges that at all times herein mentioned, each of the remaining co-Defendants, in doing the things hereinafter alleged, were acting within the course, scope and

under the authority of their agency, employment, or representative capacity, with the consent of her/his co-Defendants.

7. Plaintiff has been in the field of education for approximately 20 years, as a teacher and administrator. Since, approximately July, 2004, Plaintiff had been the Principal at El Rodeo school in the Beverly Hills Unified School District. In or about February, 2005, Plaintiff was contacted by LEVOVITZ by telephone, and he requested an in-person meeting to discuss the possibility of Plaintiff working for HILLEL. Plaintiff met with LEVOVITZ at his home. After the meeting, LEVOVITZ told Plaintiff that he wanted her "on-board" at HILLEL.

8. In or about March, 2005, Plaintiff met with SUFRIN to discuss working with him at HILLEL.

9. Throughout the Spring, Plaintiff met with LEVOVITZ and SUFRIN again, spoke several times on the phone, and exchanged emails.

10. In or about April, 2005, Plaintiff told LEVOVITZ that she was considering another job offer. LEVOVITZ asked Plaintiff what it would take for her to join HILLEL. Soon thereafter, LEVOVITZ and Plaintiff came to an agreement and she was hired by HILLEL, at a salary of $150,000 per year, plus benefits. LEVOVITZ told Plaintiff he needed her at HILLEL for at least three to five years.

11. Plaintiff began work at HILLEL in or about August, 2005 as Director of Operations and Development, the administrative position second only to SUFRIN at HILLEL.

12. During the course of Plaintiff's employment with HILLEL, Plaintiff made numerous complaints to her supervisor and the board members of HILLEL regarding unsafe conditions

and possible health and safety violations. These unsafe working conditions included, but were not limited to:

1. Out-of-date smoke alarms and lack of operative fire alarm system in violation of *California Education Code Section 32001*.
2. Unsafe elevator which type is known to cause injury;
3. Hazardous lighting which could explode and injury;
4. Lack of preventative measures to make the school earthquake safe;
5. Numerous tripping hazards throughout facility;
6. Lack of security measures, including failure to fingerprint employees and failure to follow *California Education Code Section 44237*;
7. Out-of-date and faulty heating system; and
8. Other factors resulting in an unsafe working environment and unsafe school.

13. During her employment, Plaintiff contacted a number of contractors and vendors about the conditions at the school. After learning the extent of various hazardous and unsafe conditions at the school, Plaintiff informed her supervisor, SUFRIN, and the President of the Board, LEVOVITZ, as well as other board members, about the conditions at the school and the need to make the necessary repairs and/or replacements to ensure a safe environment for the staff and the children. Plaintiff provided to SUFRIN, LEVOVITZ and other board members estimates and recommendations from contractors on what needed to be done. However, despite numerous requests and complaints by Plaintiff, SUFRIN, and LEVOVITZ failed to make the repairs required.

14. Plaintiff was involved, along with other administrative staff, in putting together the budget for the upcoming school year. In approximately March, 2006, Plaintiff met with SUFRIN to discuss staff salaries for the upcoming school year. SUFRIN told Plaintiff that no administrators would be getting a raise for the upcoming year. Plaintiff told SUFRIN she had received a call about a job with the Los Angeles Unified School District. SUFRIN told her to turn down the job. Plaintiff agreed that if she received her current pay for the following year that she would stay at HILLEL. SUFRIN assured Plaintiff that her pay would remain the same.

15. In or about late March, 2006, the Board of Directors of HILLEL approved the budget for the following school year. The budget, **which was approved**, contained all of the salaries for the administrators at HILLEL, including Plaintiff.

16. During April and May, SUFRIN asked Plaintiff on a number of occasions if she would remain at HILLEL for the next year. SUFRIN told Plaintiff that HILLEL needed her too much and that she could not leave.

17. During the course of the year, Plaintiff discussed her job status with LEVOVITZ on a number of occasions. LEVOVITZ told Plaintiff he had plans for what he wanted Plaintiff to work on in the next three-to-five years at HILLEL. Plaintiff informed LEVOVITZ that she had opportunities to work at other schools. LEVOVITZ told Plaintiff not to pursue the other job opportunities. LEVOVITZ stated to Plaintiff that she was needed at HILLEL for the next three-to-five years to execute his vision for the school. LEVOVITZ told Plaintiff her current focus was on getting the school's business in order and that eventually her position would

evolve over time to include other duties. Plaintiff was told in 2006 she would receive a multi-year contract for the following years.

18. In the Spring of 2006, Plaintiff asked SUFRIN when she would get her contract, SUFRIN said that he printed out the teachers' contracts first, and then the administrators. Sufrin assured her not to worry about next year since she had a job.

19. In or about the second week of June, 2006, Plaintiff was in SUFRIN's office and SUFRIN told Plaintiff he would print out her contract "this week."

20. During June of 2006, Plaintiff met with SUFRIN regarding what needed to be done during the upcoming school year. In addition, SUFRIN gave Plaintiff a number of tasks to completed in August and September of 2006, as well as items to take care of while SUFRIN was on vacation during July.

21. On or about June 20, 2006, Plaintiff wrote to SUFRIN expressing her frustration with not getting approval for any of the repairs that needed to be done, despite her numerous attempts to obtain approval. She also gave SUFRIN a list of the necessary repairs.

22. Less than a week later on or about June 27, 2006, SUFRIN told Plaintiff that there was not enough money in the budget to keep her for the upcoming year.

23. Since the majority of schools were already staffed for the 2006-07 school year, Plaintiff not only lost her current position, but had little or no hope of finding a position until the next school year.

24. As a result of being subjected to wrongful and unlawful termination of employment by defendants, plaintiff suffered emotional distress. Further, as a result of all of the foregoing

and following actions taken towards plaintiff as alleged herein, plaintiff has incurred loss of earnings and benefits in an amount not yet ascertained.

25. All of the foregoing and following actions taken towards plaintiff as alleged herein were carried out by defendants in a deliberate, cold, callous, malicious, oppressive, and intentional manner in order to injure and damage plaintiff.

First Cause of Action

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

[Whistleblowing]

(against all HILLEL and DOE Defendants)

26. Plaintiff realleges the information set forth in Paragraphs 1-25 above and by this reference incorporates said paragraphs herein as though fully set forth at length.

27. Under California law, no employee, whether they are an at-will employee or an employee under a written or other employment contract, can be terminated for a reason that is in violation of a fundamental public policy. Public policy forbids any retaliatory action taken by an employer against an employee who complains about or refuses to perform an illegal act.

28. Plaintiff is informed, believes, and based thereon, alleges that defendants terminated plaintiff in violation of public policy by retaliating against and terminating her based on her complaints to her supervisors regarding unsafe working conditions and possible health and

safety violations, and defendants' failure to provide plaintiff, other employees, and students with safeguards.

a. Plaintiff was terminated for complaining about defendants' activities that violated, state and federal statutes, regulations, administrative orders, and ordinances dealing with unsafe working conditions, and health and safety violations and defendants' failure to provide a safe school environment for the staff and the children.

b. Plaintiff is informed, believes, and based thereon, alleges that defendants terminated plaintiff for complaining about defendants' violation of all other state and federal statutes, regulations, administrative orders, and ordinances which affect society at large and which discovery will reveal were violated by all named and DOE defendants. Moreover, defendants violated the law by terminating and retaliating against plaintiff for opposing defendants' conduct in violation of those statutes and laws and also for terminating plaintiff in violation of the statutes described in the above paragraphs.

29. Plaintiff alleges that defendants, and each of them, violated public policies, affecting society at large, by violating the laws and statutes, as described in the above Paragraphs and by retaliating against plaintiff and terminating her for complaining of that which plaintiff reasonably believed constituted violations of law.

30. As a direct, foreseeable, and proximate result of the actions of said defendants, plaintiff has suffered, and continues to suffer, emotional distress, substantial loss in salary, bonuses and other employment benefits she would have received from defendants plus expenses incurred

in obtaining substitute employment and being underemployed for months, as well as financial losses, all to plaintiff's damage, in a sum within the jurisdiction of this court, to be ascertained according to proof.

31. As a result of the grossly reckless and/or intentional, malicious, and bad faith manner in which defendants conducted themselves as described in this cause of action by willfully violating those statutes enumerated herein, plaintiff prays for punitive damages against all defendants, and each of them, in an amount within the jurisdiction of this court, to be ascertained by the fact finder, that is sufficiently high to punish defendants, and deter them from engaging in such conduct again, and to make an example of them to others.

32. Plaintiff is informed, believes, and based thereon, alleges that outrageous conduct of defendants described above, in this cause of action, was done with oppression, and malice, by plaintiff's supervisors and managers and was ratified by those other individuals who were managing agents of defendants. These unlawful acts were further ratified by the defendants and done with a conscious disregard for plaintiff's rights and with the intent, design and purpose of injuring plaintiff.

33. This action seeks to result in the enforcement of an important right affecting the public interest, namely, workplace safety and the rights of employees and the rights of school age children to attend school in a safe environment, and to complain about unsafe working conditions and insufficient safeguards at a school without being subjected to retaliation.

34. Furthermore, this action seeks to result in a significant benefit to be conferred on the general public in the form of increasing workplace safety and protecting the rights of employees to

complain about unsafe working conditions and insufficient safeguards for workers and for school age children attending a private school without being subjected to retaliation.

35. Plaintiff has attempted to mitigate her damages but has not found comparable employment.

36. Under California Code of Civil Procedure §1021.5, plaintiff is entitled to attorney's fees under California's private attorney general statue since: (1) this action seeks to result in the enforcement of an important right affecting the public interest; (2) a significant benefit will be conferred on the general public or a large class of persons; and, (3) the necessity and financial burden of enforcement of this right will be such as to make an award of attorney's fees appropriate and (4) justice requires the attorney fees are paid by the defendants rather than out of the recovery of the litigation.

Second Cause of Action

RETALIATION FOR COMPLAINTS OF CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ACT VIOLATIONS

[California Labor Code §6310; *et seq.*]

(against all named and DOE Defendants)

37. Plaintiff realleges the information set forth in Paragraphs 1-36 above and by this reference incorporates said paragraphs herein as though fully set forth at length.

38. Under California law, no employee, whether they are an at-will employee or an employee under a written or other employment contract, can be terminated for a reason that is in

violation of a fundamental public policy. Public policy forbids any retaliatory action taken by an employer against an employee who complains about or refuses to perform an illegal act.

39. Plaintiff is informed, believes, and based thereon, alleges that defendants terminated plaintiff in violation of California Labor Code §6310; *et seq.* by retaliating against and terminating her based on her complaints of unsafe working conditions and defendants' failure to provide plaintiff, and other employees with a safe environment. California Labor Code §6310; *et seq.* prohibits employers from retaliating against an employee for making complaints of unsafe working conditions and work practices.

40. Plaintiff was terminated for complaining to her supervisors about defendants' activities that violated, state and federal statutes, regulations, administrative orders, and ordinances dealing with unsafe working conditions and the duty of employers to furnish adequate safeguards for employees. *(see California Labor Code §6400; et seq.)* Moreover, plaintiff is informed, believes, and based thereon, alleges that defendants terminated plaintiff for complaining to her supervisors about defendants' violation of all other state and federal statutes, regulations, administrative orders, and ordinances which affect society at large and which discovery will reveal were violated by all named and DOE defendants. Moreover, defendants violated the law by terminating and retaliating against plaintiff for opposing defendants' conduct in violation of those statutes and laws and also for terminating plaintiff in violation of the statutes described in the above paragraphs.

41. Plaintiff alleges that defendants, and each of them, violated public policies, affecting society at large, by violating the laws and statutes, as described in the above Paragraphs and by

retaliating against plaintiff and terminating her for complaining of that which plaintiff reasonably believed constituted violations of law.

42. As a direct, foreseeable, and proximate result of the actions of said defendants, plaintiff has suffered, and continues to suffer, severe emotional distress, substantial loss in salary, bonuses and other employment benefits she would have received from defendants plus expenses incurred in obtaining substitute employment and not being regularly employed for months, as well as financial losses, all to plaintiff's damage, in a sum within the jurisdiction of this court, to be ascertained according to proof.

43. As a result of the grossly reckless and/or intentional, malicious, and bad faith manner in which defendants conducted themselves as described in this cause of action by willfully violating those statutes enumerated herein, plaintiff prays for punitive damages against all defendants, and each of them, in an amount within the jurisdiction of this court, to be ascertained by the fact finder, that is sufficiently high to punish defendants, and deter them from engaging in such conduct again, and to make an example of them to others.

44. Plaintiff is informed, believes, and based thereon, alleges that the outrageous conduct of defendants described above, in this cause of action, was done with oppression, and malice, by plaintiff's supervisors and managers and was ratified by those other individuals who were managing agents of defendants. These unlawful acts were further ratified by the defendants and done with a conscious disregard for plaintiff's rights and with the intent, design and purpose of injuring plaintiff.

45. This action seeks to result in the enforcement of an important right affecting the public interest, namely, workplace safety and the rights of employees to complain about unsafe working conditions and insufficient safeguards without being subjected to retaliation.

46. Furthermore, this action seeks to result in a significant benefit to be conferred on the general public in the form of increasing workplace safety and protecting the rights of employees to complain about unsafe working conditions and insufficient safeguards without being subjected to retaliation.

47. Plaintiff has attempted to mitigate her damages but has not found comparable employment.

48. Under California Code of Civil Procedure §1021.5, plaintiff is entitled to attorney's fees under California's private attorney general statue since: (1) this action seeks to result in the enforcement of an important right affecting the public interest; (2) a significant benefit will be conferred on the general public or a large class of persons; and, (3) the necessity and financial burden of enforcement of this right will be such as to make an award of attorney's fees appropriate and (4) justice requires the attorney fees are paid by the defendants rather than out of the recovery of the litigation.

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FRAUD - INTENTIONAL/NEGLIGENT MISREPRESENTATION

(against all named and DOE Defendants)

49. Plaintiff realleges the information set forth in Paragraphs 1-48 above and by this reference incorporates said paragraphs herein as though fully set forth at length.

50. Defendants made representations of material fact as follows: LEVOVITZ stated that Plaintiff would be needed at HILLEL for three (3) to five (5) years to execute his vision for the school. LEVOVITZ told Plaintiff she was to receive a three-year contract approved by the Board after her initial year at HILLEL. LEVOVITZ told Plaintiff her current focus was on getting the school's business in order and that eventually her position would evolve over time to include other duties. SUFRIN told Plaintiff not to look for other job opportunities for the upcoming year because she was needed at HILLEL. When Plaintiff told SUFRIN about a job opportunity she had for the 2006-2007 year, SUFRIN told her to turn it down since she was going to be employed at HILLEL.

51. These representations were false. The truth was Defendants had no long term plan to keep Plaintiff at HILLEL and never gave her a multi-year contract. When Defendants made the representations, they either knew they were false or had no reasonable ground for believing the representations were true. In addition, Defendants made the representations with the intent to defraud and induce Plaintiff to act as described herein. Plaintiff in reliance thereupon, initially left her position as Principal at El Rodeo School in Beverly Hills to come work for HILLEL. Subsequently, Plaintiff in reliance thereupon that HILLEL was going to keep

Plaintiff in their employ, turned down subsequent job offers and opportunities. At the time Plaintiff acted, Plaintiff did not know the representations were false and believed they were true. Plaintiff acted in justifiable reliance upon the truth of the representations.

52. In justifiable reliance upon Defendants' conduct, Plaintiff was initially induced to leave her Principal position at Beverly Hills Unified School District, losing the job security and benefits associated with a public school administrator. In addition, Plaintiff turned down the opportunity to be a founding principal at NEW Academy Charter School. Because of Defendants' subsequent misrepresentations that she would continue in her position at her same salary, Plaintiff turned down other job opportunities for the 2006-2007 school year and does not have a job currently.

53. Because of Plaintiff's reliance upon Defendants' conduct, Plaintiff has been damaged as follows: She lost approximately $450,000 in lost wages, plus benefits, and costs of suit.

Fourth Cause of Action

FRAUD - CONCEALMENT

(against all named and DOE Defendants)

54. Plaintiff realleges the information set forth in Paragraphs 1-53 above and by this reference incorporates said paragraphs herein as though fully set forth at length.

55. Defendants concealed or suppressed material facts as follows: Defendants told Plaintiff school was financially sound and could afford her annual salary for the 2005-2006 school year and

55. Defendants concealed or suppressed material facts as follows: Defendants told Plaintiff school was financially sound and could afford her annual salary for the 2005-2006 school year and for multiple years thereafter. The Board of Directors approved the budget that was presented on March 27, 2006 which contained Plaintiff's salary for the 2006-2007 school year. Subsequently, Plaintiff was told by Defendants that she was being terminated due to "budget considerations." If Defendants were unable to pay Plaintiff's salary for the 2006-2007 school year, than they should not have approved a budget with her $150,000 salary included it. If the school was in financial trouble to the point where they could not meet any of Plaintiff's salary requirements, HILLEL should not have concealed the fact from Plaintiff. However, Defendants instead told Plaintiff they had money to pay her salary and told her to turn down other job offers thereby misleading Plaintiff.

56. Defendants concealed or suppressed these facts with the intent to defraud and induce Plaintiff into staying at HILLEL, when if Plaintiff had been aware of the true financial condition of the school, Plaintiff would have taken one of the other job opportunities presented to her. In justifiable reliance upon Defendants' conduct, Plaintiff was initially induced to leave her Principal position at Beverly Hills Unified School District, losing the job security and benefits associated with a public school administrator. In addition, Plaintiff turned down the opportunity to be a founding principal at NEW Academy Charter School. Because of Defendants' subsequent misrepresentations that she would continue in her position at her same salary, Plaintiff turned down other job opportunities for the 2006-2007 school year and does not have a job currently.

57. Because of Plaintiff's reliance upon Defendants' conduct, Plaintiff has been damaged as follows: She lost approximately $450,000 in lost wages, plus benefits, and costs of suit.

Fifth Cause of Action

FRAUD - PROMISE WITHOUT INTENT TO PERFORM

(against all named and DOE Defendants)

58. Plaintiff realleges the information set forth in Paragraphs 1-57 above and by this reference incorporates said paragraphs herein as though fully set forth at length.

59. Defendants made a promise about a material matter without any intention of performing it as follows: LEVOVITZ stated that Plaintiff would be needed at HILLEL for three (3) to five (5) years to execute his vision for the school. LEVOVITZ told Plaintiff she was to receive a three-year contract approved by the Board after her initial year at HILLEL. LEVOVITZ told Plaintiff her current focus was on getting the school's business in order and that eventually her position would evolve over time to include other duties. SUFRIN told Plaintiff not to look for other job opportunities for the upcoming year because she was needed at HILLEL. When Plaintiff told SUFRIN about a job opportunity she had for the 2006-2007 year, SUFRIN told her to turn it down since she was going to be employed at HILLEL.

60. Defendants' promises without any intention of performance were made with the intent to defraud and induce Plaintiff into relying upon them and to act in reliance as described herein. Plaintiff in reliance thereupon, initially left her position as Principal at El Rodeo School in

Beverly Hills to come work for HILLEL. Subsequently, Plaintiff, in reliance thereupon that HILLEL was going to keep Plaintiff in their employ, turned down subsequent job offers and opportunities. At the time Plaintiff acted, Plaintiff was unaware of Defendants' intentions not to perform the promises. Plaintiff acted in justifiable reliance upon the truth of the representations.

61. In justifiable reliance upon Defendants' conduct, Plaintiff was initially induced to leave her Principal position at Beverly Hills Unified School District, losing the job security and benefits associated with a public school administrator. In addition, Plaintiff turned down the opportunity to be a founding principal at NEW Academy Charter School. Because of Defendants' subsequent false promises that she would continue in her position at her same salary, Plaintiff turned down other job opportunities for the 2006-2007 school year and does not have a job currently.

62. Because of Plaintiff's reliance upon Defendants' conduct, Plaintiff has been damaged as follows: She lost approximately $450,000 in lost wages, plus benefits, and costs of suit.

Sixth Cause of Action

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

(As against all named and DOE Defendants)

63. Plaintiff realleges the information set forth in Paragraphs 1-62 as though fully set forth at length.

64. Defendants intentionally and/or recklessly acted in an outrageous manner that they recklessly and/or intentionally knew would subject the plaintiff to severe emotional distress by retaliating against and terminating plaintiff based on her complaints to her supervisors regarding unsafe working conditions and defendants' failure to provide plaintiff and other employees with adequate safeguards at HILLEL.

65. All named defendants, and all of their actions as alleged in this cause of action, directly and proximately resulted in the plaintiffs' suffering emotional distress and medical expenses in a sum within the jurisdiction of this court, to be ascertained according to proof.

66. As a direct, foreseeable, and proximate result of said defendants' actions, and each of their actions as alleged in this cause of action which were intentional, malicious, oppressive, and made in a bad faith manner in an attempt to vex, injure, annoy, and/or willfully and consciously disregard the plaintiff's rights by taking the actions alleged in this cause of action, the plaintiff prays for punitive damages against said defendants, and each of them, in a sum within the jurisdiction of this court, to be ascertained, according to proof, in a sufficiently large amount to punish said defendants, deter future conduct by said defendants and others behaving like them, and to make an example of said defendants.

67. Plaintiff is informed, believes, and based thereon, alleges that the outrageous conduct of said defendants described above was done with oppression and malice by plaintiff's manager/supervisor and was ratified by those other individuals who were managing agents of the defendant employer. These unlawful acts were further ratified by the defendant employer and done with a conscious disregard for the plaintiff's rights and with the intent, design and

purpose of injuring plaintiff. By reason thereof, plaintiff is entitled to punitive or exemplary damages from said defendants for their acts as described in this cause of action in a sum to be determined at the time of trial.

68. Plaintiff demands a jury trial

69. The damages herein exceed $25,000.00.

WHEREFORE, the Plaintiff prays for the following relief:

For Each Cause of Action:

1. For general damages in an amount according to proof, but in excess of the minimum jurisdiction of this court;
2. For special damages in an amount according to proof for Plaintiff's loss of past and future earnings, loss of benefits, loss of bonuses, loss of job security and all damages flowing therefrom;
3. For all general and special damages to compensate Plaintiff for any past and future medical expenses and suffering and related damages;
4. For punitive damages, as allowed by law, that will sufficiently punish, make an example of, and deter future conduct by Defendants;
5. For all interest as allowed by law;
6. For all costs and disbursements incurred in this suit;
7. For such other and further relief as the Court deems just and proper;

For the First and Second Cause of Action:

8. For attorney's fees and costs under C.C.P. §1021.5, California's private attorney general statute.

DATED: November 16, 2006

KINGSTON MINTZ

By: _____
ERIC S. MINTZ
Attorneys for Plaintiff

SHORT TITLE: Ebner v. Hillel Hebrew Academy, et. al.	CASE NUMBER

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 7-10 ☐ 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.
2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
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)	☐ A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	☐ A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	☐ A6070 Asbestos Property Damage ☐ A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	☐ A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	☐ A7210 Medical Malpractice - Physicians & Surgeons ☐ A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	☐ A7250 Premises Liability (e.g., slip and fall) ☐ A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) ☐ A7270 Intentional Infliction of Emotional Distress ☐ A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3. 1., 2., 4.
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	☐ A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
	Civil Rights (08)	☐ A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	☐ A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	☐ A6013 Fraud (no contract)	1., 2., 3.

SHORT TITLE: Ebner v. Hillel Hebrew Academy, 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
Non-Personal Injury/Property Damage/ Wrongful Death Tort (Cont'd.)	Professional Negligence (25)	☐ A6017 Legal Malpractice ☐ A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	☐ A6025 Other Non-Personal Injury/Property Damage tort	2.,3.
Employment	Wrongful Termination (36)	☑ A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	☐ A6024 Other Employment Complaint Case ☐ A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) ☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) ☐ A6019 Negligent Breach of Contract/Warranty (no fraud) ☐ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	☐ A6002 Collections Case-Seller Plaintiff ☐ A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	☐ A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	☐ A6009 Contractual Fraud ☐ A6031 Tortious Interference ☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Real Property	Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels_____	2.
	Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	☐ A6018 Mortgage Foreclosure ☐ A6032 Quiet Title ☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer	Unlawful Detainer-Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2., 6.
Judicial Review	Asset Forfeiture (05)	☐ A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	☐ A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE:	CASE NUMBER
Ebner v. Hillel Hebrew Academy, et. al.	

	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)	☐ A6151 Writ - Administrative Mandamus ☐ A6152 Writ - Mandamus on Limited Court Case Matter ☐ A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	☐ A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	☐ A6007 Construction defect	1., 2., 3.
	Claims Involving Mass Tort (40)	☐ A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	☐ A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	☐ A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	☐ A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	☐ A6141 Sister State Judgment ☐ A6160 Abstract of Judgment ☐ A6107 Confession of Judgment (non-domestic relations) ☐ A6140 Administrative Agency Award (not unpaid taxes) ☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax ☐ A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	☐ A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only ☐ A6040 Injunctive Relief Only (not domestic/harassment) ☐ A6011 Other Commercial Complaint Case (non-tort/non-complex) ☐ A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance(21)	☐ A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment ☐ A6123 Workplace Harassment ☐ A6124 Elder/Dependent Adult Abuse Case ☐ A6190 Election Contest ☐ A6110 Petition for Change of Name ☐ A6170 Petition for Relief from Late Claim Law ☐ A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: Ebner v. Hillel Hebrew Academy, 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 ☐1. ☐2. ☐3. ☐4. ☑5. ☐6. ☐7. ☐8. ☐9. ☐10.			ADDRESS: 9120 Olympic Boulevard
CITY: Beverly Hills	STATE: CA	ZIP CODE: 90212	

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: November 16, 2006

(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 LASC Approved CIV 109 03-04 (Rev. 03/06).
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form 982(a)(27), 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.

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Eric S. Mintz SBN#207384
Kingston Mintz, Attorneys at Law
12450 Burbank Boulevard, Ste. P-172, Valley Village, CA 91607
TELEPHONE NO.: (818) 972-4460 FAX NO.:
ATTORNEY FOR (Name): Plaintiff, Aviva Ebner

FOR COURT USE ONLY

FILED
LOS ANGELES SUPERIOR COURT
NOV 20 2006
JOHN A. CLARKE, CLERK
BY D.M. SWAIN, DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS:
MAILING ADDRESS: 111 N. Hill Street, Los Angeles, CA
CITY AND ZIP CODE:
BRANCH NAME:

CASE NAME: Ebner vs. Hillel Hebrew Academy, et. al.

CASE NUMBER:

JUDGE:

DEPT:

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 1811)

Items 1–5 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
- [ ] Auto (22)
- [ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- [ ] Asbestos (04)
- [ ] Product liability (24)
- [ ] Medical malpractice (45)
- [ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- [ ] Business tort/unfair business practice (07)
- [ ] Civil rights (08)
- [ ] Defamation (13)
- [✓] Fraud (16)
- [ ] Intellectual property (19)
- [ ] Professional negligence (25)
- [✓] Other non-PI/PD/WD tort (35)

Employment
- [✓] Wrongful termination (36)
- [✓] Other employment (15)

Contract
- [ ] Breach of contract/warranty (06)
- [ ] Collections (09)
- [ ] Insurance coverage (18)
- [ ] Other contract (37)

Real Property
- [ ] Eminent domain/Inverse condemnation (14)
- [ ] Wrongful eviction (33)
- [ ] Other real property (26)

Unlawful Detainer
- [ ] Commercial (31)
- [ ] Residential (32)
- [ ] Drugs (38)

Judicial Review
- [ ] Asset forfeiture (05)
- [ ] Petition re: arbitration award (11)
- [ ] Writ of mandate (02)
- [ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800–1812)
- [ ] Antitrust/Trade regulation (03)
- [ ] Construction defect (10)
- [ ] Mass tort (40)
- [ ] Securities litigation (28)
- [ ] Environmental/Toxic tort (30)
- [ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- [ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
- [ ] RICO (27)
- [ ] Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- [ ] Partnership and corporate governance (21)
- [ ] Other petition *(not specified above)* (43)

2. This case [ ] is [✓] is not complex under rule 1800 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
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Type of 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: November 16, 2006

Eric Mintz
(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 201.8.) 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 1800 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 complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. January 1, 2006]

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 201.8, 1800–1812; Standards of Judicial Administration, § 19
www.courtinfo.ca.gov
www.accesslaw.com