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7 a National Banking Association

FILED
LOS ANGELES SUPERIOR COURT

MAY 15 2000

JOHN A. CLARKE, CLERK

C. L. Coleman
BY C. L. COLEMAN, DEPUTY

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

11 Bank of America, N.A., a National
12 Banking Association,

13 Plaintiff,

14 vs.

15 Dennis Prager, an individual; and Does 1
16 through 50, inclusive,

17 Defendants.

Case No. BC229954

COMPLAINT:

- (1) Breach of Credit Line Agreement
- (2) Money Lent

**Case assigned to
JUDGE**

Lawrence

Crispo

18
19 Plaintiff, Bank of America, N.A. (the "Bank"), alleges:

20
21 GENERAL ALLEGATIONS

22 1. The Bank is a national banking association, organized and existing under the
23 laws of the United States of America. The Bank is formerly known as Bank of America
24 National Trust and Savings Association.

25 2. The Bank is informed and believes, and thereon alleges, that defendant Dennis
26 Prager ("Prager") is an individual residing in the County of Los Angeles, State of California.

27 3. The obligations and agreements sued on hereof were all entered into and to be
28 performed and paid in the County of Los Angeles, State of California.

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1 4. Defendants Does 1 through 50, inclusive, are sued herein under fictitious
2 names, their true names and capacities, whether individual, corporate, associate or otherwise,
3 being presently unknown to the Bank. The Bank will seek leave to amend this complaint to
4 designate the true names and capacities of Defendants Does 1 through 50, inclusive, when
5 the same have been ascertained. The Bank is informed and believes, and thereon alleges, that
6 Defendants Does 1 through 50, inclusive, and each of them, were agents or employees of the
7 named Defendants, and each of them, or are otherwise responsible for all of the acts herein
8 alleged. The actions by Defendants, and each of them, as herein alleged, were duly ratified
9 by Defendants, and each of them, with each Defendant acting as an agent of the other and
10 within the course and scope of such agency.

11
12 FIRST CAUSE OF ACTION

13 (Breach of Credit Line Agreement Against All Defendants)

14
15 5. The Bank realleges and incorporates by reference each allegation contained
16 in paragraphs 1 through 4 above, as though the same were fully set forth at this point.

17 6. On or about May 6, 1994, Prager executed and delivered to the Bank an
18 Advantage Business Credit Application and Agreement (the "Application"), pursuant to which
19 Prager applied to the Bank for a line of credit in the principal sum of \$30,000.00. In
20 executing the Application, Prager agreed to comply with the terms of the credit agreement
21 that the Bank would thereafter forward to Prager if it should approve the line of credit. A
22 true and correct copy of the Application is attached hereto as Exhibit "A" and incorporated
23 herein.

24 7. The Bank approved the Application and, on or about May 12, 1994, the Bank
25 and Prager entered into an Advantage Business Credit Line Agreement (the "Agreement")
26 dated May 12, 1994. Pursuant to the Agreement, the Bank granted to Prager a line of credit
27 in the principal sum of \$30,000.00. The Agreement also provided that any default thereunder
28 would, at the Bank's option, make all unpaid sums of principal and interest immediately due

1 and payable.

2 8. On or about August 31, 1998, the Bank increased Prager's line of credit under
3 the Agreement to the principal sum of \$39,000.00.

4 9. The Bank performed all covenants, conditions and promises required on its
5 part under the Agreement.

6 10. Prager defaulted under the Agreement by, inter alia, failing to make the
7 payment that was due thereunder on November 10, 1999. The Bank thereupon exercised its
8 option to make the entire balance of unpaid principal and interest immediately due and
9 payable. Despite demands by the Bank, Prager has failed and refused to pay the balance due
10 under the Agreement.

11 11. As of May 10, 2000, there was due, owing and unpaid under the Agreement
12 the principal sum of \$34,176.60, the additional sum of \$2,495.46 in accrued interest, and the
13 additional sum of \$150.00 in late charges and other charges. Additional interest and other
14 lawful charges will be established according to proof at trial.

15 12. The Agreement provides that Prager shall pay the reasonable attorney's fees
16 and all other costs and expenses that may be incurred in the enforcement of the Agreement.
17 Due to Prager's default under the Agreement, the Bank has employed the Law Offices of
18 Randolph A. Bain to collect the sums due under the Agreement and to file and prosecute this
19 action on its behalf. The Bank, therefore, is entitled to its reasonable attorney's fees and
20 costs of collection.

21
22 SECOND CAUSE OF ACTION

23 (Money Lent Against All Defendants)

24
25 13. The Bank realleges and incorporates by reference each allegation contained
26 in paragraphs 1 through 12 above, as though the same were fully set forth at this point.

27 14. Within the last four years in the County of Los Angeles, State of California,
28 Prager became indebted to the Bank in the sum of \$34,176.60 lent by the Bank to Prager at

1 his request.

2 15. Although payment has been demanded, neither the whole nor any part of the
3 above sum has been paid.

4 16. As of May 10, 2000, there was due, owing and unpaid under the Agreement
5 the principal sum of \$34,176.60, the additional sum of \$2,495.46 in accrued interest, and the
6 additional sum of \$150.00 in late charges and other charges. Additional interest and other
7 lawful charges will be established according to proof at trial.

8

9

PRAYER

10

11 WHEREFORE, the Bank prays for judgment as follows:

12

ON ALL CAUSES OF ACTION

13

14 1. For the principal sum of \$34,176.60, the additional sum of \$2,495.46 in
15 accrued interest through May 10, 2000, the additional sum of \$150.00 in late charges
16 through May 10, 2000, and additional interest and other lawful charges to be established
17 according to proof at trial;

18

2 For the Bank's reasonable attorney's fees;

19

3 For costs of suit incurred herein;

20

4 For such further legal and equitable relief as this Court deems proper.


21

22 Dated: May 11, 2000

Law Offices of Randolph A. Bain

23

24

By: 
Randolph A. Bain
Attorneys for Bank of America, N.A.

25

26

27

28

Notice to Sole Proprietors: You may apply for credit in your name alone, regardless of marital status.

CREDIT REQUEST

TYPE REQUESTED <input type="checkbox"/> LOAN <input checked="" type="checkbox"/> LINE	AMOUNT REQUESTED (\$50,000 MAX) \$ 30,000	TERM REQUESTED (LOANS ONLY) <input type="checkbox"/> 3 YRS. <input type="checkbox"/> 4 YRS <input type="checkbox"/> 5 YRS	PURPOSE OF LOAN/LINE <input type="checkbox"/> PURCHASE INVENTORY <input checked="" type="checkbox"/> CARRY RECEIVABLES <input type="checkbox"/> TAKE TRADE DISCOUNT <input type="checkbox"/> PURCHASE EQUIPMENT <input type="checkbox"/> OTHER:
<input checked="" type="checkbox"/> Yes, I want to take advantage of a lower interest rate. Automatically deduct the required monthly payment from my Bank of America business checking account No. <u>09413-10473</u> <input type="checkbox"/> No, do not automatically debit my account. I understand that the interest rate will be increased by 1%.			

BUSINESS APPLICANT INFORMATION

LEGAL NAME OF BUSINESS APPLICANT Dennis Prager	BUSINESS PHONE 310-558-3958	TAX ID NUMBER 95-3928755	DATE BUSINESS ESTABLISHED MO. <u>8</u> YR. <u>84</u>
DBA (if applicable) Ultimate Issues	NO. OF EMPLOYEES 5		TYPE OF BUSINESS Quarterly Magazine
BUSINESS STREET ADDRESS 3710 S Robertson Blvd Suite 221	CITY Culver City	STATE CA	ZIP CODE 90232
MAILING ADDRESS (IF DIFFERENT) 10573 W Pico Blvd Suite 167	CITY LA	STATE CA	ZIP CODE 90064
<input type="checkbox"/> CORPORATION <input type="checkbox"/> S CORP. <input checked="" type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> GENERAL PARTNERSHIP <input type="checkbox"/> OTHER		HAS BUSINESS EVER DECLARED BANKRUPTCY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
ARE ACCOUNTS RECEIVABLE OR INVENTORY CURRENTLY PLEDGED AS COLLATERAL? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THE BUSINESS A PARTY TO ANY CLAIM OR LAWSUIT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	HAVE PRINCIPALS/OWNERS EVER DECLARED PERSONAL BANKRUPTCY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
IS THE BUSINESS AN ENDORSER, GUARANTOR OR CO-MAKER FOR OBLIGATIONS NOT LISTED ON ITS FINANCIAL STATEMENTS? IF YES, INDICATE TOTAL CONTINGENT LIABILITY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			

BUSINESS APPLICANT FINANCIAL RELATIONSHIPS

BANK Bank of America	ACCOUNT NUMBER 09413-10473	CURRENT BALANCE \$3400	AVERAGE BALANCE
ACCOUNT TYPE <input checked="" type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOAN <input type="checkbox"/> PERSONAL <input checked="" type="checkbox"/> BUSINESS			
BANK Coast Federal	ACCOUNT NUMBER 11530106-1	CURRENT BALANCE \$16,716	AVERAGE BALANCE
ACCOUNT TYPE <input checked="" type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOAN <input checked="" type="checkbox"/> PERSONAL <input type="checkbox"/> BUSINESS			

INFORMATION ON OWNERS AND GUARANTORS

NAME Dennis Prager	TITLE Owner	TELEPHONE NO. 558-3958	SSN 119-38-2804	% OWNERSHIP 100
STREET ADDRESS		CITY	STATE	ZIP CODE
NAME	TITLE	TELEPHONE NO.	SSN	% OWNERSHIP
STREET ADDRESS		CITY	STATE	ZIP CODE
NAME	TITLE	TELEPHONE NO.	SSN	% OWNERSHIP
STREET ADDRESS		CITY	STATE	ZIP CODE

AGREEMENT/SIGNATURES

The Business Applicant named above certifies that all information provided is complete, true and correct and authorizes the Bank to obtain consumer and/or business credit reports on the Business Applicant. The Business Applicant also agrees to comply with the terms and conditions of the Advantage Business Credit Agreement which will be sent to the Business Applicant if the credit is approved. The Advantage Business Credit Agreement, among other things, includes the following:

- For Advantage Business Credit lines of credit, a required minimum monthly payment equal to 2% of the principal balance owed on the last day of each monthly billing cycle plus accrued interest, or \$100 (whichever is more).
- For Advantage Business Credit lines of credit, a provision giving the Bank the right to terminate the line of credit annually at the Bank's option.
- A clause requiring that all disputes between the Bank and the Business Applicant be submitted to binding arbitration.
- For Advantage Business Credit lines of credit, a required annual fee will be assessed at the end of the first year and annually thereafter.
- Certain financial and other covenants concerning the Business Applicant's business.
- A clause requiring the Business Applicant to indemnify the Bank for any hazardous waste liability.

Each person signing below certifies that he/she is signing on behalf of the Business Applicant in the capacity indicated next to the signer's name and that such signer is authorized to execute this Credit Application on behalf of the Business Applicant.

NOTE: If the Business Applicant is a corporation, this Application must be signed by the President or Chairman of the Board or any Vice President and one of the following: Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. If the Business Applicant is a partnership, this Application must be signed by all general partners. If the Business Applicant is a sole proprietorship, this Application must be signed by the owner. If the Business Applicant is an unincorporated association, this Application must be signed by all members. If the Business Applicant is the trustee under a trust agreement, this Application must be signed by all trustees. Each person signing this application must indicate the capacity in which he/she is signing in the space labelled "Title".

	Dennis Prager, owner	5-6-94
Authorized Signature	Print Name, Title	Date
Authorized Signature	Print Name, Title	Date
Authorized Signature	Print Name, Title	Date
Authorized Signature	Print Name, Title	Date

EXHIBIT A

PERSONAL GUARANTY (Advantage Business Credit)

In this Guaranty, the Guarantor refers to each business organization or person who signs below. The Bank refers to Bank of America National Trust and Savings Association. The Company refers to the business organization listed below. The Agreement refers to the Advantage Business Credit Agreement between the Bank and the Company, as now in effect or as extended, renewed, amended or restated in the future. The Debt refers to the obligations of the Company under the Agreement, as more fully described below.

1. Guaranty
The Company has applied for credit under the Agreement. In order to induce the Bank to make credit available to the Company as provided in the Agreement, and for other valuable consideration, the Guarantor guarantees payment of, and agrees to pay to the order of the Bank on demand, the Debt of the Company named below. The Debt includes all obligations the Company incurs under the Agreement:

- (a) at any time, past, present, or future;
- (b) voluntarily or involuntarily;
- (c) directly or indirectly; or
- (d) individually or together with others.

The Debt includes obligations:
(a) due or not yet due;
(b) absolute or contingent;
(c) liquidated or unliquidated; or
(d) for a determined or undetermined amount.

The Guarantor understands that the permitted maximum amount of the Debt is related to the Company's Credit Limit or Loan Amount (as defined in the Agreement). The Guarantor also understands that the Bank may from time to time modify the Company's Credit Limit or Loan Amount and that increases in the Credit Limit or Loan Amount will increase the Guarantor's obligations under this Guaranty.

This Guaranty is unconditional. The Bank may require the Guarantor to pay even if the Bank does not:
(a) proceed against the Company, any other Guarantor, or any other party;
(b) perfect any security interest;
(c) proceed against any security; or
(d) pursue any other remedy.

The Bank may release or add Guarantors without releasing any other Guarantor. The Bank may require the Guarantor to pay even if a statute of limitations or disability bars recovery from the Company, or the Debt is or becomes otherwise unenforceable.

The Guarantor waives the benefit of any statute of limitations that would apply to the Guaranty. The Guarantor's obligations are independent of the Company's obligations, and the Bank may sue the Guarantor without suing the Company.

2. Limits of the Guaranty
At any one time, the Guaranty is limited to the Debt (as fully described in Section 1 above). However, the Bank may permit the Company to incur other debt to the Bank and may apply any amounts received from any source, other than from the Guarantor, to the unguaranteed portion of the Company's debt to the Bank. This Guaranty is in addition to any other guaranty given by the Guarantor.

3. Rights of the Bank
The Bank may from time to time, without notice to or demand on the Guarantor:
(a) change the interest rate on or renew the Debt or any other debt of the Company to the Bank;
(b) accelerate, extend, compromise, or change the repayment period of the Debt or any other debt of the Company to the Bank, or otherwise change the terms of the Agreement;
(c) receive, substitute, or release collateral for the Debt or for any other debt of the Company to the Bank;
(d) sell, otherwise dispose of, or apply collateral in any order; or
(e) assign or sell the whole or a portion of the Debt and this Guaranty.

The Bank may, at its option, request periodic financial statements from the Guarantor. The Guarantor agrees to supply these statements promptly, whenever they are requested.

The Bank may assign this Guaranty, in whole or part, without notice, and the Bank and any assignee or purchaser, or any prospective assignee or purchaser of the Debt, may exchange financial information about the Guarantor with each other in connection with any assignment or purchase transaction.

If the Company is a corporation or partnership, the Bank is not required to investigate the powers of anyone acting on the Company's behalf.

4. Protecting the Bank's Interest
The Guarantor agrees that any amounts the Company owes the Guarantor now or in the future are subordinated to the Company's debt to the Bank. If the Bank requires, the Guarantor, as a trustee for the Bank, will collect amounts the Company owes the Guarantor and pay them to the Bank in reduction of the Debt to the Bank, without affecting or reducing any obligations under this Guaranty.

The Guarantor agrees that the Guarantor does not have any:
(a) right of subrogation, reimbursement, indemnification or contribution arising from the existence or performance of this Guaranty. This includes any such rights arising from contract, statutory law or otherwise, and includes any claim of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute;
(b) right to enforce a remedy which the Bank now has or may later have against the Company;
(c) right to participate in security now or later held by the Bank; or
(d) right to any defense based on a claim that the obligations under this Guaranty are more burdensome or are in excess of the Debt.

The Guarantor is solely responsible for obtaining any financial information from the Company the Guarantor may require. The Bank is not required to give the Guarantor any information about the Company's business operations or financial condition, or any other notices or demands of any kind, including notices of new or additional Debt or any other debts that may be incurred by the Company, notices of default or notice of acceptance of this Guaranty.

5. Security and Right of Setoff
To secure all the debts covered by this Guaranty, the Guarantor assigns and grants to the Bank a security interest in all of the Guarantor's:
(a) money;
(b) securities;
(c) deposit accounts and their proceeds; and
(d) any other property maintained in the possession of the Bank.

If the Company defaults, or if any of the Guarantor's obligations to the Bank are not fulfilled, the Bank may immediately use any money or proceeds of the Guarantor's deposit accounts, securities, or other property in the Bank's possession to reduce the Debt.

The Bank may also foreclose on any other collateral as provided in the Uniform Commercial Code and in any security agreements between the Bank and the Guarantor.

6. Arbitration
This paragraph concerns the resolution of any controversies or claims between the Guarantor and the Bank, including but not limited to those that arise from:
(a) This Guaranty (including any renewals, extensions or modifications of this Guaranty);
(b) Any document, agreement or procedure related to or delivered in connection with this Guaranty;
(c) Any violation of this Guaranty; or
(d) Any claims for damages resulting from any business conducted between the Guarantor and the Bank, and related to this Guaranty, including claims for injury to persons, property or business interests (torts).

At the request of the Guarantor or the Bank, any such controversies or claims will be settled by arbitration in accordance with the United States Arbitration Act. The United States Arbitration Act will apply even though this Guaranty provides that it is governed by California law.

Arbitration proceedings will be administered by the American Arbitration Association and will be subject to its commercial rules of arbitration.

For purposes of the application of the statute of limitations, the filing of an arbitration pursuant to this paragraph is the equivalent of the filing of a lawsuit, and any claim or controversy which may be arbitrated under this paragraph is subject to any applicable statute of limitations. The arbitrators will have the authority to decide whether any such claim or controversy is barred by the statute of limitations and, if so, to dismiss the arbitration on that basis.

If there is a dispute as to whether an issue is arbitrable, the arbitrators will have the authority to resolve any such dispute.

The decision that results from an arbitration proceeding may be submitted to any authorized court of law to be confirmed and enforced.

This provision does not limit the right of the Guarantor or the Bank to:
(a) exercise self-help remedies such as setoff;
(b) foreclose against or sell any personal property collateral; or
(c) act in a court of law, before, during or after the arbitration proceeding to obtain an interim remedy and/or additional or supplementary remedies.

The pursuit of or a successful action for interim, additional or supplementary remedies, or the filing of a court action, does not constitute a waiver of the right of the Guarantor or the Bank, including the suing party, to submit the controversy or claim to arbitration if the other party contests the lawsuit.

7. Expenses
The Guarantor agrees to pay all reasonable attorneys' fees, including allocated costs of the Bank's in-house counsel, court costs and all other expenses the Bank incurs in enforcing this Guaranty. The expenses covered by this provision include attorneys' fees and costs of any arbitration proceedings related to this Guaranty.

8. Revoking This Guaranty
The Guarantor may revoke this Guaranty as to future transactions at any time, provided the Guarantor renounces any consideration given in return for the Guaranty of such transactions. The Guarantor is obligated on all credit extended by the Bank to the Company until the Bank receives a written notice revoking the Guaranty. Any revocation will not affect the Guarantor's obligation for any transactions that preceded receipt of the written notice, and the Guarantor will remain obligated on all debts related to these transactions, even if those debts, before or after the revocation, have been renewed or modified or any of their terms have been changed in any way. If this Guaranty is revoked, cancelled or returned, and the Bank later must refund or rescind a payment, or transfer an interest in property back to the Company, this Guaranty will be reinstated as to that payment or interest.

9. Enforcing This Guaranty
This Guaranty is governed by California law, and the Bank may sue the Guarantor in courts in California. The Bank may delay or waive exercising or enforcing any of its rights, including its rights of setoff and lien, without losing them. These rights continue until the Bank waives them in writing.

If the Guarantor is an individual and is married, or if an individual signing on behalf of a sole proprietorship or partnership is married, the Bank may proceed against his or her separate property for any obligations under this Guaranty.

10. Signatures/Date
If the Business Applicant is a corporation or S corporation, all shareholders owning 20% or more of the stock must sign a Personal Guaranty. If the Business Applicant is a partnership, all general partners must sign a Personal Guaranty.

All Guarantors who sign are obligated individually and together under this Guaranty. ALL GUARANTORS WHO SIGN UNDERSTAND THAT THEIR RESPECTIVE OBLIGATIONS UNDER THIS GUARANTY DO NOT ARISE UNLESS AND UNTIL THE BANK APPROVES THE COMPANY'S APPLICATION FOR THE CREDIT FACILITIES PROVIDED UNDER THE ADVANTAGE BUSINESS CREDIT AGREEMENT.

The borrower under the Advantage Business Credit Agreement ("The Company") is

Company Name

DENNIS TRASER PRINT NAME	<i>Dennis Traser</i> SIGNATURE	5/6/94 DATE
PRINT NAME	SIGNATURE	DATE
PRINT NAME	SIGNATURE	DATE

BRANCH USE ONLY		
BRANCH OFFICER'S NAME Bianca Vassegh	PHONE NUMBER BN 996-7831	SOCIAL SECURITY NUMBER 556-58-5631
BRANCH NAME Sepulveda National	UNIT NUMBER 0941	

TO: Bank of America National Trust and Savings Association
BUSINESS LENDING SERVICES
101 S. MARENGO AVENUE 3RD FLOOR, Mail Code 1738
PASADENA, CA 91122

CUSTOMER NAME DENNIS PRAGER dba ULTIMATE ISSUES	LINE OF CREDIT/LOAN NO. 0269233-7001	CREDIT LIMIT/LOAN AMOUNT \$ 330,000.00
----------------------------------------------------	-----------------------------------------	-------------------------------------------

BANKING OFFICE NO. 09413	DEPOSIT ACCOUNT NO. ("ACCOUNT") 10473
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INTRODUCTION. This Agreement dated as of May 12, 1994 is entered into between DENNIS PRAGER dba ULTIMATE ISSUES

(the "Borrower") and Bank of America National Trust and Savings Association (the "Bank") concerning the Borrower's Advantage Business Credit facility with the Bank. The words "Borrower", "you", or "your" means the Borrower. In consideration of, and to induce the Bank to make available to the Borrower the credit facility described herein, the Borrower agrees and warrants by using the credit provided by this Agreement in any manner:

I. THE LINE OF CREDIT

A. Nature of your Line. If the box above is checked, your Line is a revolving line of credit. This means that you, or any person provided for in Section I.C. below, may request an advance of all or a part of your credit line at any time while the line of credit is available. By repaying any amount advanced, that amount becomes available to you as you need it.

B. Advances. Advances under the Line may be in any amount not to exceed the credit limit remaining available. All advances will be deposited into the Borrower's account listed above or such other of the Borrower's Accounts with the Bank as designated by the Borrower in writing (the "Account").

C. Telephone Authorization. The Bank may honor telephone instructions for advances or repayments given by any one of the individuals authorized to sign loan agreements on behalf of the Borrower, or any other individual designated by any one of such authorized signers. Repayments authorized by telephone shall be withdrawn from the Borrower's account. The Borrower indemnifies and excuses the Bank (including its officers, employees, and agents) from all liability, loss, and costs in connection with any act resulting from telephone instructions it reasonably believes are made by any individual authorized by the Borrower to give such instructions. This indemnity and excuse will survive this Agreement's termination.

D. Availability of the Line. Advances under the Line will be available until the earlier of the following (the "Termination Date"): (1) the date the Bank terminates the Line because of an Event of Default pursuant to Section VI.; or (2) the date the Bank notifies you that the Line is being terminated pursuant to Section I.G.; or (3) the date the Line is cancelled by you pursuant to Section III.G. On the Termination Date, no further advances will be available to the Borrower and the entire outstanding principal balance of the Line of Credit together with all accrued and unpaid interest thereon, and fees and charges owing under this Agreement, shall be due and payable in full.

E. Credit Limit. A credit limit has been set on your Line and is shown above as "Credit Limit". You agree not to allow the amount which you owe at any one time under this Agreement, including advances, finance charges and any other charges, to exceed your credit limit. The Bank does not have to honor any request for an advance which, when added to your unpaid balance, would exceed your credit limit.

F. Payments
 1. The minimum payment due each month shall be (a) 2% of the principal balance owed on the date your monthly billing statement is prepared, plus interest, or (b) \$100.00, whichever is greater, but not more than the total amount outstanding, and shall be due and payable in full on the 10TH day of each month, or on the next business day if said date falls on a Saturday, Sunday, or holiday on which the Bank is closed.

2. The entire outstanding principal balance of the Line, together with all accrued and unpaid interest thereon, and fees and charges owing in connection therewith, shall be due and payable in full on the date that the Line is terminated by the Bank because of an Event of Default pursuant to Section VI., or the date the Line is cancelled by you pursuant to Section III.G. If the Bank notifies you that the Line is being terminated pursuant to Section I.G., then all such amounts shall be due on the date specified by the Bank.

3. All sums received from the Borrower for application to the Line of Credit shall be applied to the Borrower's obligations under the Line of Credit in such order as determined by the Bank.

G. Bank's Right to Terminate. On each anniversary of this Agreement, the Bank may, in its sole discretion, terminate the availability of the Line and require you to repay all amounts outstanding under this Agreement. The Bank shall notify you of the termination no more than 30 days before, and no more than 60 days after, the anniversary date of this Agreement. The Bank shall specify a date on which the entire amount outstanding under this Agreement shall be due.

II. THE LOAN

A. Amount. If the box above is checked, the Bank has made available to the Borrower a Loan which is a term loan in the principal amount shown above as "Loan Amount" subject to the terms and conditions of this Agreement.

B. Principal and Interest Payments

1. The Borrower promises to pay to the Bank principal on the Loan in _____ installments of _____ Dollars plus interest, each payable on the _____ day of each month beginning _____

and continuing until _____ on which date all unpaid principal and interest shall be paid in full. The principal and interest on the Loan may also at the Bank's option be due and payable in full upon an Event of Default in accordance with Section VI. herein.

2. All sums received from Borrower for application to the Loan shall be applied to the Borrower's obligation under the Loan in such order as determined by the Bank.

III. INTEREST AND PAYMENTS

A. Payments. You can pay the outstanding balance of the credit outstanding under this Agreement in full or part at any time without premium or penalty.

Payments should be made to:

Bank of America National Trust and Savings Association
BUSINESS LENDING SERVICES
P. O. Box 6012, Mail Code 1738
PASADENA, CA 91102-6012

If the Bank receives your payment by 9:00 a.m. on any banking day, the Bank will credit the payment to the amount outstanding under this Agreement as of that day, or on the next business day if said date falls on Saturday, Sunday, or holiday on which the Bank is closed. You may make your payment at any of our banking offices.

B. Automatic Repayment

1. The Borrower hereby chooses to have its principal and interest payments made pursuant to the Bank's Automatic Repayment service, and authorizes the Bank to collect all sums due hereunder by charging the full amount thereof to the Borrower's account listed above, or such other of the Borrower's accounts with the Bank as designated by the Borrower in writing (the "Account"). Should there be insufficient funds in the Account to pay when due all or any portion of the amount due, the full amount of such deficiency shall be immediately due and payable by the Borrower.

2. If, for any reason during the term of the line, this Automatic Repayment service is terminated by the Borrower or the Bank, the interest rate under this Agreement will increase by 1 (one) percentage point, the amount of each payment will be increased accordingly, and the Borrower agrees to pay a documentation fee of \$75.

C. Interest Rate

1. The principal balance outstanding under this Agreement shall bear interest at a fluctuating interest rate per annum equal to the Bank's Reference Rate plus 3.250 percentage points, as said Reference Rate may change from time to time.

The Reference Rate is the rate of interest publicly announced from time to time by the Bank in San Francisco, California as its Reference Rate. The Reference Rate is set by the Bank based on various factors, including the Bank's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans. The Bank may price loans to its customers at, above, or below the Reference Rate. Any

change in the Reference Rate shall take effect at the opening of business on the day specified in the public announcement of such change in the Bank's Reference Rate.

2. Computation of Interest and Fees. All computations of interest and fees made or called for hereunder shall be calculated on the basis of the actual number of days the unpaid principal balance is outstanding divided by a 365/366 day year as appropriate.

3. Default Rate. At the Bank's sole option in each instance, any amount not paid when due under this Agreement (including interest) shall bear interest from the due date at the interest rate shown above in paragraph C.1. This may result in compounding of interest.

D. Promise to Pay Fees and Costs. The Borrower promises to pay according to the terms of this Agreement, all amounts outstanding and fees and costs which may be assessed under this Agreement including reasonable attorney's fees (which may include the allocated costs of in-house counsel), court costs, and collection costs.

E. Fees. Upon the date of this Agreement, you will pay a nonrefundable Loan Fee of \$300.00. This fee may be deducted from your Loan proceeds or treated as an advance from your Line. The advance will be subject to all the terms of this Agreement. In addition, if this is a Line of Credit, an annual fee of \$150.00 will be assessed on your Line in the 13th monthly billing cycle after the date of this Agreement and annually thereafter whether or not you use your account. There is no annual fee for the first year. The annual fee is non-refundable, and you shall owe it once it is posted to your Account, even if your account is subsequently changed, suspended or terminated for any reason.

F. Change of Address. You agree to notify the Bank promptly in writing of a change in your mailing address.

G. Cancellation by You. You may cancel this Agreement by written notice to the Bank. At the time of cancellation, the outstanding balance will be immediately due and payable.

IV. FINANCIAL STATEMENTS

The Borrower represents and warrants that:

A. Statements and data submitted in writing by the Borrower to the Bank in connection with this request for credit are true and correct, and said statements truly present the financial condition of the Borrower as on the date thereof and the results of the operations of the Borrower for the period covered thereby, and have been prepared on a consistently maintained basis, in accordance with generally accepted accounting principles or other basis acceptable to the Bank. Since such date there have been no material adverse changes in the ordinary course of business. The Borrower has no knowledge of any liabilities, contingent or otherwise, at such date not reflected in said statements, and the Borrower has not entered into any special commitments or substantial contracts which are not reflected in said statements, other than in the ordinary and normal course of its business, which may have a materially adverse effect upon its financial condition, operations or business as now conducted.

B. The representation and warranty contained in Section IV.A. above shall apply to each financial statement submitted pursuant to Section V.B. herein and shall be continuous and shall be automatically restated for each such financial statement as of the date of such statement.

V. COVENANTS

The Borrower agrees that so long as credit is available under this Agreement and until the Bank is repaid in full, it will, unless the Bank shall otherwise consent in writing:

A. Insurance. Maintain public liability, property damage and worker's compensation insurance and insurance on all its insurable property against fire and other hazards with responsible insurance carriers to the extent usually maintained by similar businesses.

B. Records and Reports. Maintain a standard and modern system of accounting in accordance with generally accepted accounting principles or another basis acceptable to the Bank; permit the Bank's representatives to have access to and to examine its properties, books and records at all reasonable times; and furnish the Bank:

1. Promptly, a notice in writing of the occurrence of any event of default hereunder or of any event which would become an event of default hereunder upon giving of notice, lapse of time, or both.

2. Financial statements and other information relating to the affairs of the Borrower and any guarantors as the Bank may request from time to time.

C. Type of Business. Not make any substantial change in the character of its business.

D. Purpose. The proceeds of the credit provided in this Agreement shall be used solely for business purposes.

E. Outside Indebtedness. Not create, incur, assume or permit to exist any indebtedness for borrowed money other than loans from the Bank except obligations now existing as shown in financial statements submitted pursuant to Section IV.A. herein; or sell or transfer, either with or without recourse, any accounts or notes receivable or any money due or to become due.

F. Liens and Encumbrances. Not create, incur, assume or permit to exist any mortgage, deed of trust, security interest (whether possessory or nonpossessory) or other encumbrance of any kind (including without limitation, the charge upon property purchased

under conditional sale or other title retention agreement) on or any of its property or assets, or sell, assign, pledge, or otherwise transfer for security any of its accounts, contract rights, general intangibles, or chattel paper with or without recourse, whether now owned or hereafter acquired (hereinafter collectively called "Liens"), other than (1) Liens for taxes not delinquent or being contested in good faith in appropriate proceedings; (2) Liens in connection with worker's compensation, unemployment insurance or social security obligations; (3) Mechanics', workmen's, materialmen's, landlords', carriers', or other like liens arising in the ordinary and normal course of business with respect to obligations which are not due or which are being contested in good faith; (4) Liens on margin stock as defined within Regulation U of the Board of Governors of the Federal Reserve System, as amended from time to time, and (5) Liens in favor of the Bank.

G. Loans, Secondary Liabilities. Not make any loans or advances to any person or other entity other than in the ordinary and normal course of its business as now conducted; or guarantee or otherwise become liable upon the obligation of any person or other entity, except by endorsement of negotiable instruments for deposit or collection in the ordinary and normal course of its business.

H. Acquisition or Sale of Business; Merger or Consolidation. Not purchase or otherwise acquire the assets or business of any person or other entity, or liquidate, dissolve, merge or consolidate, or commence any proceedings therefor; or sell any assets except in the ordinary and normal course of its business as now conducted, or sell, lease, assign, or transfer any substantial part of its business or fixed assets, or any property or other assets necessary for the continuance of its business as now conducted, including without limitation the selling of any property or other asset accompanied by the leasing back of the same.

I. Compliance with Laws. Comply with the laws, regulations and orders of any government body with authority over Borrower's business.

VI. EVENTS OF DEFAULT

The occurrence of any of the following events of default shall, at the Bank's option, terminate the Bank's obligation to extend credit under this Agreement, and make all sums of principal and interest immediately due and payable, all without demand, presentment or notice, all of which are hereby expressly waived and the Bank may exercise all its rights against the Borrower, any guarantor and any collateral as provided by law.

A. Failure to Pay Indebtedness. Failure to pay when due any obligation of the Borrower to the Bank.

B. Other Defaults. The occurrence of any event of default whether or not waived by the obligee under any other indebtedness extended by any institution or individual to the Borrower.

C. Breach of Covenant. Failure of the Borrower to perform any other term or condition of this Agreement binding upon the Borrower.

D. Breach of Warranty. Any of the Borrower's representations or warranties made herein or any statement or certificate at any time given pursuant hereto or in connection herewith shall be false or misleading in any material respect.

E. Insolvency; Receiver or Trustee. The Borrower, any guarantor of the indebtedness of the Borrower to the Bank or general partner of Borrower shall become insolvent; or admit its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business.

F. Judgments, Attachments. Any money judgment, writ, or warrant of attachment, or similar process shall be entered or filed against the Borrower or any guarantor of any of the Borrower's obligations to the Bank or any of its assets and shall remain unvacated, unbonded or unstayed for a period of 10 days or in any event later than five days prior to the date of any proposed sale thereunder.

G. Bankruptcy. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against the Borrower, any guarantor of the indebtedness of the Borrower to the Bank or general partner of the Borrower.

H. Material Adverse Change. A material adverse change occurs if the Borrower's financial condition or the financial condition of any guarantor of the Borrower's obligations to the Bank, which, in the opinion of the Bank, would affect the ability of the Borrower to repay any advances made by the Bank hereunder or any other of the Borrower's obligations hereunder, or of such guarantor to perform under its guaranty.

I. Guaranty. Any guaranty of the indebtedness of the Borrower to the Bank, at any time after the execution and delivery of such guaranty and for any reason other than satisfaction in full of all indebtedness incurred hereunder, ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is contested in a judicial proceeding; or any guarantor denies that it has any further liability under such guaranty; or any guarantor defaults in any provision of any guaranty; or any financial information provided by any guarantor is false or misleading in any material respect.

J. Death. The Borrower or any guarantor dies; if the Borrower is a sole proprietorship, any owner dies; if the Borrower is a trust, a trustor dies; if the Borrower is a partnership, any general partner dies; or if the Borrower is a corporation, any principal officer or majority stockholder dies.

K. Government Action. Any government authority takes action that the Bank believes materially adversely affects the Borrower's or any guarantor's financial condition or ability to repay.

VII. MISCELLANEOUS PROVISIONS

A. Failure or Indulgence Not Waiver. No failure or delay on the part of the Bank, in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

B. Other Agreements. Nothing herein shall in any way limit the effect of the conditions set forth in any security or other agreement executed by the Borrower, but each and every condition hereof shall be in addition thereto.

C. Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of California.

D. Severability. If any provision of this Agreement is held to be unenforceable, such determination shall not affect the validity of the remaining provisions of the Agreement.

E. Successors and Assigns. This Agreement is binding on the Borrower's and the Bank's successors and assignees. The Borrower agrees that it may not assign this Agreement without the Bank's prior consent.

F. Arbitration

1. This paragraph concerns the resolution of any controversies or claims between the Borrower and the Bank, including but not limited to those that arise from: (a) This Agreement (including any renewals, extensions or modifications of this Agreement); (b) Any document, agreement or procedure related to or delivered in connection with this Agreement; (c) Any violation of this Agreement; or (d) Any claims for damages resulting from any business conducted between the Borrower and the Bank, including claims for injury to persons, property or business interests (tort).

2. At the request of the Borrower or the Bank, any such controversies or claims will be settled by arbitration in accordance with the United States Arbitration Act. The United States Arbitration Act will apply despite the provisions of paragraph C., "Governing Law," above.

3. Arbitration proceedings will be administered by the American Arbitration Association and will be subject to its commercial rules of arbitration.

4. For purposes of the application of the statute of limitations, the filing of an arbitration pursuant to this paragraph is the equivalent of the filing of a lawsuit, and any claim or controversy which may be arbitrated under this paragraph is subject to any applicable statute of limitations. The arbitrators will have the authority to decide whether any such claim or controversy is barred by the statute of limitations and, if so, to dismiss the arbitration on that basis.

5. If there is a dispute as to whether an issue is arbitrable, the arbitrators will have the authority to resolve any such dispute.

6. The decision that results from an arbitration proceeding may be submitted to any authorized court of law to be confirmed and enforced.

7. The procedure described above will not apply if the controversy or claim, at the time of the proposed submission to arbitration, arises from or relates to an obligation to the Bank secured by real property located in California. In this case, both the Borrower and the Bank must consent to submission of the claim or controversy to arbitration. If both parties do not consent to arbitration, the controversy or claim will be settled as follows: (a) The Borrower and the Bank will designate a referee (or panel of referees) selected under the auspices of the American Arbitration Association in the same manner as arbitrators are selected in Association-sponsored proceedings; (b) The designated referee (or panel of referees) will be appointed by a court as provided in California Code of Civil Procedure Section 838 and the following related sections; (c) The referee (or the presiding referee of the panel) will be an active attorney or a retired judge; and (d) The award that results from the decision of the referee (or the panel) will be entered as a judgment in the court that appointed the referee, in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645.

8. This provision does not limit the right of the Borrower or the Bank to: (a) exercise self-help remedies such as setoff; (b) foreclose against or sell any real or personal property collateral; or (c) act in a court of law, before, during or after the arbitration proceeding to obtain (i) an interim remedy; and/or (ii) additional or supplementary remedies.

9. The pursuit of or a successful action for interim, additional or supplementary remedies, or the filing of a court action, does not constitute a waiver of the right of the Borrower or the Bank, including the suing party, to submit the controversy or claim to arbitration if the other party contests the lawsuit. However, if the controversy or claim arises from or relates to an obligation to the Bank which is secured by real property located in California at the time of the proposed submission to arbitration, this right is limited according to the provision above requiring the consent of both the Borrower and the Bank to seek resolution through arbitration.

10. If the Bank forecloses against any real property securing this Agreement, the Bank has the option to exercise the power of sale under the deed of trust or mortgage, or to proceed by judicial foreclosure.

G. Hazardous Waste Indemnification. The Borrower will indemnify and hold harmless the Bank from any loss or liability directly or indirectly arising out of the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence of a hazardous substance. This indemnity will

apply whether the hazardous substance is on, under or about the Borrower's property or operations or property owned to the Borrower. The indemnity includes but is not limited to attorneys' fees (including the reasonable estimate of the allocated cost of in-house counsel and staff). The indemnity extends to the Bank, its parent, subsidiaries and all of their directors, officers, employees, agents, successors, attorneys and assigns. For these purposes, the term "hazardous substances" means any substance which is or becomes designated as "hazardous" or "toxic" under any federal, state or local law. This indemnity will survive repayment of the Borrower's obligations to the Bank.

H. Multiple Borrowers. If there are two or more borrowers under this Agreement, each will be individually obligated to repay the Bank in full, and all will be obligated together. The Bank may terminate the availability of credit under this Agreement if the Bank receives conflicting instructions from the Borrowers.

I. One Agreement. This Agreement and any related security or other agreements required by this Agreement collectively: (1) represent the sum of the understandings and agreements between the Bank and the Borrower concerning this credit; and (2) replace any prior oral or written agreements between the Bank and the Borrower concerning this credit; and (3) are intended by the Bank and the Borrower as the final, complete and exclusive statement of the terms agreed to by them. In the event of any conflict between this Agreement and any other agreements required by this Agreement, this Agreement will prevail.

J. Change of Terms. The Bank may change any term or condition of this Agreement, to the extent permitted by law, by providing written notice to you. Any such change shall apply to any unpaid balance outstanding under this Agreement as well as any future transactions under this Agreement.

K. Notice. As required herein, notice to the Bank shall be sent to the address shown on your latest billing statement, to be effective when received.

Any written notice to you shall be sent to you at your address in our records, to be effective when deposited in the U.S. mail, postage prepaid, unless otherwise stated in the notice.

This Agreement is effective as of the date stated at the top of the first page.

SHORT TITLE: Bank of America, N.A. v. Dennis Prager	CASE NUMBER 7
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**CIVIL CASE COVER SHEET ADDENDUM
CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO DISTRICT**

This form is required in all new civil case filings in the Los Angeles Superior Court

I. Check the types of hearing and fill in the estimated length of hearing expected for this case:
 JURY OR NON-JURY AND CLASS ACTION? YES NO TIME ESTIMATED FOR TRIAL 1 HOURS DAYS.

II. Select the correct district (4 steps):
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 1, the Civil Case Cover Sheet case type you selected.
2 Check one Superior Court type of action in Column 2 which best describes the nature of this case.
3 In Column 3 below, circle the reason for your choice of district that applies to the type of action you have checked.

Applicable Reasons for Choosing District (See Column 3 below)

- | | |
|-----------------------------------------------------------|------------------------------------------------------------------|
| 1. Class Actions must be filed in Central District. | 6. District where property is located. |
| 2. May be filed in Central(Non-PI/PD/Out-of-county PI/PD) | 7. District where petitioner resides. |
| 3. District where cause of action arose. | 8. District where defendant/respondent functions wholly therein. |
| 4. District where injury, death or damage occurred. | 9. District where one or more of the parties reside. |
| 5. District where performance is expressly required. | 10. District where Labor Commissioner Office located. |

4 Fill in the information requested on page 4 in item III; complete item IV. Sign the certificate.

Auto Tort

Other PI/PD/W/D Tort

Non-PI/PD/W/D (Other)

-1- Civil Case Cover Sheet Category No.	-2- Type of Action (Check only one)	-3- Applicable Reasons - See Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Dam./Wrongful Death Is this an uninsured motorist case? <input type="checkbox"/> Yes <input type="checkbox"/> No	1., 2., 4.
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestosis - 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	1., 2., 4.
Other PI/PD/W/D (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional PI/PD/W/D (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7220 Other Personal Injury/Property Dam./Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 4.
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	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., 5.
Intellectual Property (19)	<input type="checkbox"/> A6016 Intellectual Property	2., 3.
Prof. Negligence (25)	<input type="checkbox"/> A7240 Other Professional Health Care Malpractice <input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3. 1., 2., 3.

SHORT TITLE:

Bank of America, N.A. v. Dennis Prager

CASE NUMBER

Employment

Contract

Real Property

Unlawful Detainer

Judicial Review

-1- Civil Case Cover Sheet Category No.	-2- Type of Action (Check only one)	-3- Applicable Reasons - See Above
Other Non-PI/PD/WD Tort (35)	<input type="checkbox"/> A6025 Other Intentional Tort Complaint (not PI/WD/PD) <input type="checkbox"/> A6026 Other Tort Complaint Case (not Intentional or PI/WD/PD)	1., 2., 3. 1., 2., 3.
Wrongful Termination (35)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not UD or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff(no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input checked="" type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 8.
Emnt Dom/Inv. Cond. (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 <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property(not em. domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Det-Comm(31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Det-Resid (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Det-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 Award (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm Arbitration	2., 5.

SHORT TITLE:

Bank of America, N.A. v. Dennis Prager

CASE NUMBER

Misc. Civil Petitions
 Misc. Civ. Cmpmts
 Enforcement of Judgment
 Provisionally Complex Litig.
 Judicial Review (continued)

-1- Civil Case Cover Sheet Category No.	-2- Type of Action (Check only one)	-3- Applicable Reasons - See 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.
Oth. Jud. Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Reg. (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Cnstrction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Cim. Inv Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litig. (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Tox. Tort/Environm (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Ins Covrage Clms 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 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.
Prtnrshp/Corp. Gov.(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil/Workplace Harassment <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. 2., 7. 2., 3., 4., 8. 2., 9.

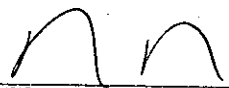
SHORT TITLE: Bank of America, N.A. v. Dennis Prager	CASE NUMBER
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III. Choose the district: Enter the address of the accident, party residence or place of business, required performance, or other circumstance you have circled in Column 3 as the proper reason for filing in the district you selected.

REASON: CHECK THE NUMBER YOU CIRCLED IN 3- WHICH APPLIES IN THIS CASE			ADDRESS:	
<input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.	1718 Canfield Avenue Los Angeles, CA 90035			
CITY: Los Angeles	STATE: CA	ZIP CODE: 90035		

IV. Certificate/Declaration of Assignment: The undersigned hereby certifies and declares that the above entitled matter is properly filed for assignment to the Central District of the Los Angeles Superior Court under Section 392 et seq., Code of Civil Procedure and Rule 2(b), (c) and (d) of this court for the reason checked above. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration was executed on May 11, 2000, at Orange, California.

(date) (city)



(SIGNATURE OF ATTORNEY/FILING PARTY)

New Civil Case Filing Instructions

This addendum form is required so that the court can assign your case to the correct court district for filing and hearing. It satisfies the requirement for a certificate as to reasons for authorizing filing in the district, as set forth in Los Angeles Superior Court Local Rule 2 (d). It must be completed and submitted to the court along with the Civil Case Cover Sheet and the original Complaint or Petition in ALL civil cases filed in any district (including the Central District) of the Los Angeles County Superior Court.

PLEASE HAVE THE FOLLOWING DOCUMENTS 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 (Summons forms available at the Forms Counter).
3. Civil Case Cover Sheet form required by California Rule of Court 982.2(b)(1), completely filled out (Cover Sheet forms available at the Forms Counter).
4. This "Addendum to Civil Case Cover Sheet" form (Superior Court Form Number 982.2(b)(1)A, revised 7/99), completely filled out and submitted with the Civil Case Cover Sheet. *
5. Payment in full of the filing fee or an Order of the Court waiving payment of filing fees in forma pauperis (fee waiver application forms available at the Filing Window)
6. In case of a plaintiff or petitioner who is a minor under 18 years of age, an Order of the Court appointing an adult as a guardian ad litem to act on behalf of the minor (Guardian ad Litem Application and Order forms available at the Forms Counter).
7. Additional copies of documents presented for endorsement by the Clerk and return to you.

* With the exception of cases concerning personal injury (including wrongful death) and property damage occurring in this County, Labor Commissioner Appeals, and those types of actions required to be filed in the Central District by Local Court Rule 2(b), all civil actions may be optionally filed either in the Central District or in whichever other district the rule would allow them to be filed. When a party elects to file an action in Central District which would also be eligible for filing in one or more of the other districts, this form must still be submitted with location and assignment information completed.