

FILED

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U.S. DISTRICT COURT
 CENTRAL DISTRICT OF CALIF.
 LOS ANGELES

5 Attorneys for Plaintiff

6 UNITED STATES DISTRICT COURT
 7
 8 CENTRAL DISTRICT OF CALIFORNIA
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10
 11 UNITED STATES OF AMERICA,
 12 Plaintiff,
 13 v
 14
 15 Defendant.
 16

CASE NO. CV09-
 COMPLAINT ON
PROMISSORY NOTE(S)

17 For its claim, Plaintiff, acting on behalf of the DEPARTMENT OF EDUCATION
 18 alleges as follow:

19 1. This court has jurisdiction under title 28 U.S.C. Section 1345 and Title 20
 20 U.S.C. Section 1080, and the Defendant resides in the County of ORANGE.

21 2. In consideration of student loans guaranteed by Plaintiff, Defendant executed
 22 promissory note(s), copies of which are attached hereto as Exhibit(s) "1" on the date(s)
 23 set forth on said note(s).

24 3 Said note(s) and all rights to the obligations undertaken therein were thereafter
 25 assigned to Plaintiff

26 4. Defendant has defaulted in the payment of the obligations due under the said
 27 note(s) according the terms.

28 //

1 5. Defendant owes to Plaintiff after applying all payments and proper credits the
2 amounts hereinafter prayed for.

3 1. As to Plaintiff First Claim:

4 The principal amount of \$7,772.00, plus interest accrued from the default to
5 October 9, 2008 in the sum of \$3,069.68 with further interest at 5.01% per annum
6 accruing at \$1.07 per day until entry of judgment; with interest thereafter at the legal rate
7 plus penalties/administrative charges of \$0.00.

8 3. And upon all claims:

9 A. For cost incurred.

10 B For a surcharge of ten percent of the amount of the debt owed pursuant to 28
11 U.S.C. Section 3011, or attorneys fees.

12 C For such other and further relief as to the Court seems just.

13 WHEREFORE, Plaintiff prays for judgment against Defendant in the principal
14 amount of \$7,772.00, plus interest accrued to October 9, 2008 in the sum of \$3,069.68
15 with interest accruing thereafter at \$1.07 per day until entry of judgment; with interest
16 thereafter at the legal rate plus penalties/administrative charges of \$0.00 and attorney's
17 fees, and accrued costs

18 DATED _____

GOLDSMITH & HULL, A P C.

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21 Eric Mintz
Attorneys for Plaintiff
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EXHIBIT "1"

174
Borrower Section

LB/LO

888 FAX 2001

1. Name: _____

2. Social Security Number: _____

3. Address: _____
City: _____ State: CA Zip Code: _____

4. Telephone Number: _____

5. Driver's License Number: _____

6. County Clerk, I request: _____

7. Lender Name: _____ City: _____ State: CA Zip Code: _____

8. Copy of Title (Underwriting): _____

9. References: The lender provides two separate references with address U.S. addresses. The first reference must be a: _____
Name: _____
Permanent Address: _____
City, State, Zip Code: _____
Age: _____
Occupation: _____
Relationship to Borrower: _____

10. Loan Assessor: **LOGGED**

11. I request the following: 2. Subsequent Federal Student 3. Discretionary Federal Student

12. I request a total amount under these two types not to exceed (see instructions for first installment):
My school will certify my eligibility for federal loans. I am applying. The amount and other details of my loans will be determined by the U.S. Department of Education.
\$ 18500.00

13. I check yes, I am requesting: 2. Yes, I want a deferment 3. No, I do not want a deferment

14. I check yes, I am requesting that my school certify on my standardized financial aid prior to school year(s) which occurs during the in-school and between periods. In my case, I request capitalization. 2. Yes, I want my interest capitalized 3. No, I prefer to pay the interest

15. If my school participates in electronic funds transfer (EFT), I authorize the school to transfer the loan proceeds received by EFT to my Federal account.

Provisionary Note

Please read this note carefully to the lender, or a subsequent lender of this Provisionary Note, of rates (interest "rate" or "rates") under the terms of this Note, was stated and other fees which may be assessed due to this Note. It is not to make payments on this Note when due, I will also pay reasonable collection costs, including attorney's fees, court costs, and collection fees. I understand I may cancel or revoke the stip of any fees by refusing to accept any disbursement that is issued. I understand this note is a Provisionary Note. I read and sign this Note before applying for, including the making of the reverse side, even if otherwise advised. I am entitled to an exact copy of this Provisionary Note and the borrower's rights and responsibilities. My signature certifies I have read, understood, and agree to the terms and conditions of this Application and Provisionary Note, including the Borrower Certification and Authorization placed on the reverse side and the accompanying Borrower's Rights and Responsibilities Statement.

THIS IS A LOAN(S) THAT MAY BE REFINED

18. Borrower's Signature: _____ Today's Date (Month/Day/Year): _____

School Section

17. School Name: **UNIVERSITY COLLEGE OF LAW**
Address: **CANYON RD., CA 92718**
City: _____ State: _____ Zip Code: _____

18. Loan Period (Month/Year): From _____ To _____

19. Grade Level: _____

20. Enrollment Status (Check one):
 Full Time At Least Half Time

21. Approved Disposition (Disability) Date (Month/Day/Year): _____

22. School Contact Person: _____
23. Date of Interview: _____
24. Date of Submission: _____
25. Federal Reported Family Contribution: _____
26. Estimated Financial Aid: _____
27. Current Loan Amount: _____
a. Repaid: _____
b. Unrepaid: _____

28. Underwriting (Disbursement Date): _____
29. Underwriting (Disbursement Date): _____
30. Underwriting (Disbursement Date): _____

Signature of Authorized School Official: _____
Print or Type Name and Title: **ASSOCIATE DIRECTOR, SFA**

Lender Section

31. Lender Name: _____
32. Lender Address: _____
City: _____ State: _____ Zip Code: _____

33. Lender Certification: _____
34. Telephone Number: _____
35. Approved Approval: _____
36. Signature of Authorized Lending Official: _____

37. Underwriting (Disbursement Date): _____
38. Underwriting (Disbursement Date): _____

