

CASE NO. 06cv5486

ATTACHMENT NO. 6

EXHIBIT Affidavit J+OL

TAB (DESCRIPTION) _____

Spehar Affidavit

EXHIBIT J

RODI POLLOCK PETTKER CHRISTIAN & PRAMOV
A LAW CORPORATION
444 SOUTH FLOWER STREET, SUITE 1700
LOS ANGELES, CALIFORNIA 90071-2601
TELEPHONE: (213) 895-4900

Declaration of Kenneth A. Franklin

I, Kenneth A. Franklin declare as follows:

1. I am an attorney at law duly licensed to practice law before all courts of the State of California. I have personal knowledge of the facts set forth herein, and if called to testify hereto, I could and would competently so testify under penalty of perjury. The matters set forth in this declaration were stated and/or observed in non-privileged settings. I have no authority to waive, nor by this declaration do I waive, the various protections of the attorney client privilege or the attorney work-product doctrine.

2. Together with co-counsel Stephen A. Klenda, through my firm Rodi, Pollock, Pettker, Galbraith and Cahill ("Rodi Pollock"),¹ I represented Spehar Capital, LLC in connection with the lawsuit that it filed in the Los Angeles Superior Court against CMGT, Inc. during September 2003. I was the attorney at Rodi Pollock principally responsible for prosecuting that action. That case proceeded under the caption Spehar Capital, LLC, a California limited liability company, Plaintiff, v. CMGT, Inc. ("CMGT"), a Delaware corporation and DOES 1 through 100, inclusive, Defendants, and was designated Los Angeles Superior Court case number EC 037602 (hereinafter referred to as the "Spehar Capital Litigation").

3. For the reasons explained below, at all times during my involvement in the Spehar Capital Litigation, both before and after obtaining a Temporary Restraining Order and a subsequent Preliminary Injunction against CMGT, I believed that CMGT was represented by the law firm Mayer, Brown, Rowe & Maw ("Mayer Brown"), through Ronald B. Given, Esq.

4. I caused the Summons and Complaint to be filed in the Spehar Capital Litigation on September 9, 2003. On that same date, I gave both written and telephonic notice to CMGT and to Ronald B. Given, Esq. at Mayer Brown that, on September 10, 2003, I would be appearing in the North Central District of the Los Angeles Superior Court on an Ex Parte Application requesting that a temporary restraining order issue in favor of Spehar Capital, LLC and against

¹ The name of my firm has since changed to Rodi, Pollock, Pettker, Galbraith and Christian.

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1 CMGT. As is confirmed by my September 9, 2003 letter addressed to both Mr. Louis J. Franco
2 ("Mr. Franco"), President and CEO of CMGT, and to Mr. Given, I informed Mr. Franco and Mr.
3 Given that I would be requesting the Court to issue a temporary restraining order and order to
4 show cause regarding a preliminary injunction. A true and correct copy of my September 9, 2003
5 letter addressed to Mr. Franco and Mr. Given is attached hereto as Exhibit A. In that letter, I
6 specifically itemized the injunctive relief that I would be seeking on the ex parte application as
7 including orders:

- 8 a. To prevent CMGT from proceeding with the asset sale transaction between
9 CMGT and Newco;
- 10 b. Preventing CMGT from consummating, taking any further steps towards
11 consummating the asset purchase agreement between CMGT and Newco, or
12 consummating the asset purchase agreement between CMGT and Newco, or
13 any other transaction by CMGT which terms do not comply with all terms of
14 the CMGT-Spehar Capital agreement and;
- 15 c. Preventing CMGT from selling, transferring, pledging or encumbering any of
16 CMGT's assets or property other than in the ordinary course of business.

17 5. I conveyed the foregoing ex parte notice to Mr. Franco on September 9, 2003 by
18 leaving a voicemail message on his voicemail and by thereafter faxing a copy of the above-
19 reference letter (Exhibit A hereto) to facsimile number (978) 389-1060 as is confirmed by the
20 facsimile confirmation sheet attached to Exhibit A hereto.

21 6. Whereas I left Mr. Franco a voicemail message of the ex parte application, I
22 actually personally spoke with Mr. Given to give him notice of the ex parte application. Mr.
23 Given did not at that time, or any time thereafter, state that he did not represent CMGT or that he
24 was not authorized to accept notice of the ex parte application on behalf of CMGT. Instead, Mr.
25 Given questioned whether or not California could exercise jurisdiction over CMGT. I told him
26 that California had jurisdiction over the matter because CMGT had availed itself of the benefit of
27 doing business in California, including but not limited to contracting with Spehar Capital, LLC in
28 California, and otherwise conducting business in California. After speaking with Mr. Given, I

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1 believed that he and Mayer Brown were acting as CMGT's counsel regarding this matter. After
2 speaking with Mr. Given, I faxed a copy of my September 9, 2003 letter to him at facsimile
3 number (312) 706-8137, as is confirmed by the facsimile confirmation sheet attached to Exhibit A
4 hereto.

5 7. The North Central District of the Los Angeles Superior Court sits in two locations,
6 one in Glendale and one in Burbank. I initially noticed the ex parte application for the Glendale
7 Court location. Once I received the Summons and Complaint back from the Court, and learned
8 that the matter would be assigned to a department at the Burbank location of the Court, I left
9 voicemail messages for Mr. Given and Mr. Franco identifying the new hearing location in
10 Burbank. As before, I again confirmed my voicemail messages by a second letter dated
11 September 9, 2003 that I sent to each of them, respectively, using the same respective facsimile
12 numbers noted above. A true and correct copy of my second September 9, 2003 letter addressed
13 to Mr. Franco and Mr. Given is attached hereto as Exhibit B.

14 8. Due to the fact that ex parte notice was conveyed regarding two different locations
15 of the North Central District of the Los Angeles Superior Court, the Court refused to hear the ex
16 parte application as originally noticed on September 10, 2003. Thus, in order to obtain ex parte
17 relief, I had to re-notice the ex parte application entirely.

18 9. Thus, on September 11, 2003, I again gave both written and telephonic notice to
19 CMGT, Inc. and to Mr. Given that, on September 12, 2003, I would be appearing at the Burbank
20 location of the North Central District of the Los Angeles Superior Court on an Ex Parte
21 Application for a temporary restraining order against CMGT. As is confirmed by my September
22 11, 2003 letter that I addressed to both Mr. Franco and to Mr. Given, I again informed Mr. Franco
23 and Mr. Given that I would be requesting the Court to issue a temporary restraining order and
24 order to show cause regarding a preliminary injunction. A true and correct copy of my September
25 11, 2003 letter addressed to Mr. Franco and Mr. Given is attached hereto as Exhibit C. In that
26 letter, I specifically itemized the injunctive relief that I would be seeking on the ex parte
27 application as including orders:
28

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- 1 a. To prevent CMGT from proceeding with the asset sale transaction between
- 2 CMGT and Newco;
- 3 b. To prevent CMGT from consummating, taking any further steps towards
- 4 consummating the asset purchase agreement between CMGT and Newco, or
- 5 consummating the asset purchase agreement between CMGT and Newco, or
- 6 any other transaction by CMGT which terms do not comply with all terms of
- 7 the CMGT-Spehar Capital agreement;
- 8 c. To prevent CMGT from selling, transferring, pledging or encumbering any of
- 9 CMGT's assets or property other than in the ordinary course of business; and
- 10 d. To prevent CMGT from licensing any of its software.

11 10. I conveyed the foregoing ex parte notice to Mr. Franco on September 11, 2003 (a)

12 by leaving a voicemail message on his voicemail, and (b) by thereafter faxing a copy of the above-

13 reference letter (Exhibit C hereto) to facsimile number (978) 389-1060 as is confirmed by the

14 facsimile confirmation sheet attached to Exhibit C hereto.

15 11. As before, I again actually personally spoke with Mr. Given on September 11, 2003

16 when I gave him this second notice of the ex parte application. Once again, Mr. Given did not at

17 that time, or any time thereafter, state that he did not represent CMGT or that he was not

18 authorized to accept notice of the ex parte application on behalf of CMGT. Rather, Mr. Given

19 again raised the issue of California's jurisdiction over CMGT, and stated that it was his opinion

20 that California did not have jurisdiction to issue the injunctive relief requested on the ex parte

21 application. At the conclusion of our conversation, Mr. Given told me that no one would be

22 appearing on behalf of CMGT, Inc. in opposition to Spehar Capital, LLC's ex parte application.

23 After speaking with Mr. Given, I faxed a copy of my September 11, 2003 letter to him at facsimile

24 number (312) 706-8137, as is confirmed by the facsimile confirmation sheet attached to Exhibit C

25 hereto. In addition to Exhibit C hereto, these facts are also confirmed by the Declaration of

26 Kenneth A. Franklin re Ex Parte Notice, dated September 12, 2003, and which was filed with the

27 Los Angeles Superior Court that same day, a true and correct copy of which is attached as Exhibit

28 "D" hereto.

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1 12. After speaking with Mr. Given, I believed that he and Mayer Brown continued to
2 act as CMGT's counsel regarding this matter, particularly because Mr. Given substantively
3 discussed the jurisdictional issue with me; and because he informed me that no one would be
4 appear on behalf of CMGT, Inc. in opposition to Spehar Capital, LLC's ex parte application. I
5 reiterate that Mr. Given did not at that time, or any time thereafter, state that he did not represent
6 CMGT or that he was not authorized to accept notice of the ex parte application on behalf of
7 CMGT. He also did not state either directly, or in substance, that neither he nor Mayer Brown
8 intended to appear to oppose the ex parte application because they did not represent CMGT.
9 Rather, he stated that no one would appear on behalf of CMGT, Inc. in opposition to Spehar
10 Capital, LLC's ex parte application. After this second conversation with Mr. Given, I continued to
11 believe that Mr. Given and Mayer Brown continued to represent CMGT in connection with the
12 Spehar Capital Litigation, and that after consultation with CMGT and their assessment of the law,
13 they had determined not to appear.

14 13. On September 12, 2003, the Los Angeles Superior Court granted Spehar Capital,
15 LLC's ex parte application by issuing an Order to Show Cause re Preliminary Injunction and
16 Temporary Restraining Order ("Temporary Restraining Order") granting the requested relief. I
17 caused the Temporary Restraining Order to be served on CMGT. On September 16, 2003, I wrote
18 a letter to Mr. Given enclosing a copy of the Temporary Restraining Order, and informing him
19 that CMGT had been served. A true and correct copy of my September 16, 2003 letter to Mr.
20 Given is attached hereto as Exhibit E. The letter was addressed to Mr. Given at the Mayer
21 Brown's offices located at 190 S. La Salle Street, Chicago, Illinois, and was also sent to Mr. Given
22 via facsimile at facsimile number (312) 706-8137, as is confirmed by the facsimile confirmation
23 sheet attached to Exhibit E hereto. In that letter, I offered to provide Mr. Given, upon his request,
24 with a copy of the Complaint and the moving papers underlying the Temporary Restraining Order.

25 14. On September 16, 2003, I spoke on the telephone with Mr. Given. At that time,
26 Mr. Given again reiterated his view that the Temporary Restraining Order was unenforceable, and
27 informed me that CMGT intended to oppose enforcement of the Temporary Restraining Order in
28 Chicago. Mr. Given requested that I send him copies of the Complaint and the moving papers

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1 underlying the Temporary Restraining Order, so I instructed my secretary to do so. My secretary
2 complied with my instruction on September 19, 2003 by sending Mr. Given an e-mail to the
3 address "RGiven@mayerbrownrowe.com, which e-mail contained electronic copies of the
4 Complaint, the ex parte application, the memorandum of points and authorities, my declaration
5 and the declaration of R. Gerard Spehar, all of which were filed with the Los Angeles Superior
6 Court. A true and correct copy of my secretary's September 19, 2003 e-mail to Mr. Given, with
7 which I was copied, is attached hereto as Exhibit F (excluding the electronic exhibits referenced in
8 that e-mail).

9 15. At no time on or after September 16, 2003 did Mr. Given state that he did not
10 represent CMGT. Given the Court's issuance of the Temporary Restraining Order, and given the
11 nature and the substance of my contacts with Mr. Given, I expected that a lawyer from Mayer
12 Brown would appear at the October 3, 2003 Order to Show Cause hearing on Spehar Capital's
13 request for a Preliminary Injunction, which hearing was set by the Court as reflected in the
14 Temporary Restraining Order that was provided to Mr. Given. See Temporary Restraining Order
15 (attached to Exhibit E hereto) at 1:27-28. However, as is reflected by the Order Granting
16 Preliminary Injunction and Continuing Temporary Restraining Order to Allow Service, which was
17 entered by the Court on October 3, 2003, and a true and correct copy of which is attached hereto
18 as part of Exhibit G, CMGT did not appear in opposition to the Order to Show Cause re
19 Preliminary Injunction, through Mayer Brown, or any other lawyer.

20 16. I was frankly surprised that no one appeared on behalf of CMGT to oppose either
21 the Temporary Restraining Order or the Requested Preliminary Injunction. California's legal
22 standard for issuance of Temporary Restraining Orders and Preliminary Injunctions requires a
23 strong showing that the moving party will prevail on the merits and a balancing of the relative
24 harm to the parties from the issuance or non-issuance of the injunctive orders. Had CMGT
25 appeared to defend against either or both the Temporary Restraining Order or the Preliminary
26 Injunction it would have at least been able to attempt to present a case to the judge that the balance
27 of hardships fell on CMGT instead of Spehar Capital, LLC, with the possibility of limiting the
28 scope of, or avoiding altogether, the injunctive relief that was ultimately granted by the Court. I

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1 was also surprised that CMGT did not defend against the Preliminary Injunction because had
2 CMGT appeared and contested the injunctive relief, and presented evidence as to the amount of
3 potential harm that it could suffer if injunctive relief were granted, it could have requested and
4 potentially obtained an order requiring Spehar Capital LLC to obtain a substantial bond, in the
5 order of \$1 million or more, as a condition of issuance of the requested preliminary injunction.
6 California Courts routinely require such bonds, if requested.

7 17. However, CMGT did not appear to contest the Preliminary Injunction. On October
8 3, 2003, the Los Angeles Superior Court granted the Preliminary Injunction, and required Mr.
9 Spehar to obtain a modest \$25,000 bond. On October 10, 2003, following service of the
10 Preliminary Injunction on CMGT I sent my letter of same date to Mr. Franco and to Mr. Given via
11 U.S. Mail and via facsimile, enclosing a copy of the Preliminary Injunction and Bond. A true and
12 correct copy of my October 10, 2003 letter to Mr. Franco and Mr. Given, together with the
13 attachments thereto, is attached as Exhibit G hereto. I sent the facsimile to each of them,
14 respectively, using the same respective facsimile numbers noted above as is reflected by the
15 facsimile confirmation sheet attached to Exhibit G.

16 18. Had Mr. Given informed me that neither he nor Mayer Brown represented CMGT,
17 Inc., I would have entirely stopped communicating with Mr. Given and his firm. I was never
18 informed by CMGT, Inc., or by Mr. Given or any other attorney at Mayer Brown that Mayer
19 Brown did not represent CMGT in connection with the Spehar Capital Litigation. To the contrary,
20 based upon Mr. Given's representations, I believed that Mayer Brown had simply chosen an
21 alternate forum and decided to contest in Chicago the Temporary Restraining Order, the
22 Preliminary Injunction, and any other orders issued by the California Court.

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1 19. CMGT never answered or otherwise responded to the Complaint in the Spehar
2 Capital Litigation. I sought no further contact with CMGT, Mr. Given or Mayer Brown. Instead,
3 I proceeded to take CMGT Inc.'s default and obtain Judgment against that corporation.

4 I declare that the foregoing is true and correct under penalty of perjury under the laws of
5 the United States of America.

6 Executed on October 24, 2007, at Los Angeles, California.

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8 _____
9 Kenneth A. Franklin
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Spehar Affidavit

EXHIBIT K

Subject: Retainer

From: Gerry Spehar <gspehar1@earthlink.net>

Date: Tue, 21 Oct 2008 16:25:03 -0700

To: "Franklin, Kenneth A." <KAF@rodipollock.com>

Ken,

I'm sending a \$25,000 check for the trial retainer today along with payment for your last invoice. This is to confirm my understanding per our talk that the retainer would be applied against your trial services and expenses and any unused portion - after payment of trial or other then-outstanding invoices - would be immediately returned. The full retainer (less any outstanding invoices) will also be immediately returned if the court rules in our favor on summary judgment and there is no trial. Please let me know if that differs from Rodi's understanding.

Thanks,

Gerry

Spehar Affidavit

EXHIBIT L

BOND SERVICES OF CALIFORNIA, LLC.

900 WILSHIRE BLVD., SUITE 1400

LOS ANGELES, CA 90017

PHONE: (213) 628-2970 FAX: (213) 628-2977

Direct Fax (213) 538-1322

CIVIL BOND

FACSIMILE TRANSMITTAL NOTICE

DATE: 9/22/03

FAX NO. 800 247-0616

TO: Gerry

FROM: Ruth Adonis for Chris Haenel

PAGES: 3

In order for us to expedite you're your request for a bond, please provide us with the following checked items:

- Completed and signed civil application in detail
- Completed, signed and notarized General Indemnity Agreement form (GIA)
- Face Page of the complaint, Copy of the Court Order for bond (or Proposed Order)
- Cashier's check payable to the Surety Company _____
- W-9 Form
- Collateral Security Agreement (completed, signed & notarized)
(needs to be returned before bond can be written)
- Original Irrevocable Letter of Credit using exact duplicate as the sample draft.
- Original Certificate of Deposit, must be made payable to "American Contractors Indemnity Company" (surety) Attn: Chris Park- 9841 Airport Bl., 9th Floor, Los Angeles, CA 90045 (310) 649-0990 (when making arrangement for CD make sure Bank is instructed to pay the interest to Principal not American Contractors Indemnity Company) and
- Deposit Account Control Agreement to be completed & signed by the Bank issuing the CD and the Principal (or Indemnitor)
- Completed Real Estate Date Sheet (\$ _____ Appraisal fee made payable to the Surety Company)

Please call me if you have any further questions.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR AN EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA U.S. POSTAL SERVICE, THANK YOU.

Bond No. _____
Social Security No. _____
Driver's License No. _____

Application For Civil Bond

Application is hereby made for a Bond or Undertaking, as follows:

- Name of Applicant SPEHAR CAPITAL, LLC - R. GERARD (GERRY) SPEHAR - sole member
(If partnership or corporation, so state and give name of each partner)
If a company, how long in business: 2+ years Corporation TAX ID NO. 33-1056168
- Address 1625 GRANDVIEW AVE, GARDEN (LA) TEL. NO. (818) 247-5533
- Occupation: BUSINESS/FINANCIAL CONSULTING Where Employed: _____
- Name and address of Attorney KEW FRANKLIN, RODI POLLOCK, 444 S. FLOWER, LA, CA
- Title of case SPEHAR CAPITAL, LLC Plaintiff,
CMGT, INC vs. Defendant
- Type of Undertaking required PI Bond Amount \$ minimum 5-10 thousand
- Bond filed in the Superior Court of Los Angeles County, State of CA Case # EC 037602
- Nature or character of the Bond required, giving full particulars, as per following instructions:

FOR APPEAL, SUPERDEAS or STAY BOND, State the amount and date of judgment and give nature of plaintiff's claim, together with copy of notice of appeal. Give full particulars if judgment, decree, or order is not specific amount of money.

FOR RELEASE OF ATTACHMENT AND GARNISHMENT- (Defendant's bond). State the amount of plaintiff's claim and basis for same, together with Applicant's defence thereto. Also give character and value of property attached and what disposition will be made of same pending suit

FOR ATTACHMENT, GARNISHMENT AND SEQUESTRATION- (Plaintiff's bond). State the amount and character of plaintiff's claim, the grounds for the attachment, a description of the property seized and the disposition that will be made of during the litigation. State nature and amounts of counter-claims, if any.

REREPLEVIN, COUNTER-REPLEVIN, INTERVIEWING CLAIMANT, CLAIM AND DELIVERY. Describe the property in the controversy and its value. State briefly the facts showing the legal right and title of the Applicant in and to the property. What disposition will be made of the property during litigation?

X FOR INJUNCTION. State briefly what complainant seeks to enjoin defendant from doing or to compel defendant to do, also state what property is involved and what damages may be claimed if injunction held improperly made. Competing a funding transaction that does not comply with Spehar Capital's contract.

IN ALL OTHER CASES, of Bonds required in legal proceedings, state fully and particularly all facts of the case any bearing upon the risk involved, attaching copy of Bond and other important papers.

SURETY TO BE FURNISHED WITH:

- PROPERLY SIGNED AND COMPLETED APPLICATION FOR CIVIL BOND.
- APPLICANT'S CURRENT FINANCIAL STATEMENT.

Access Code
Default Access Code

Bureau
Experian

Product
Credit Profile Report

Standard Edit

Show Applicant & Revisions

Show Notes

Open in new window

E-mail report

Assign decision
Add note

Applicant

4638.8 **SPEAR, GERARD**
Experian Credit Profile

*OK up to
1/2004
holding in Pending
1/2/03*

Experian Credit Profile

414297

PAGE 1 DATE 9-26-2003 TIME 15:34:41 V601 TCAL

*ROBERT G SPEAR
1625 GRANDVIEW AVE
GLENDALE CA 912011205
RPTD: 6-93 TO 9-03 U 19X
LAST SUB: 1880308

SS: [REDACTED]
DOB: [REDACTED]

E: SPEAR CAPITAL MGMT
RPTD: 1-00 TO 3-03 I

E: MEMPHIA SECURITIES
RPTD: 5-99 I

[REDACTED]
[REDACTED]
[REDACTED]

*SPEAR R GERARD, GERRY SPEAR

----- PROFILE SUMMARY -----

PUBLIC RECORDS-----0	PAST DUE AMT-----\$0	INQUIRIES---14	CMT 01/00/00/00
INSTALL BAL-----30	SCR/EST PAY-----82,667+	INQS/6 MO---3	SATIS ACCTS--29
R ESTATE BAL--\$935,002	R ESTATE PAY---84,552	TRADELINE--36	NOW DEL/DRC---0
TOT REV BAL--\$588,380	TOT REV AVAIL-----134+	PAID ACCT--11	WAS DEL/DRC--1
		OLD TRADE--7-83	

----- SCORE SUMMARY -----

EXP/FAIR ISAAC RISK SCORE 2 = 712

SCORE FACTORS:

- 08 NUMBER OF RECENT INQUIRIES
- 10 PROPORTION OF BALANCE TO HIGH CREDIT ON BK REVOLVG OR ALL REVOLVG ACCTS
- 05 NUMBER OF ACCOUNTS WITH BALANCES
- 18 NUMBER OF ACCOUNTS DELINQUENT

AMERICAN CONTRACTORS INDEMNITY COMPANY

In The SUPERIOR Court
County of LOS ANGELES
State of California

ORIGINAL FILED

OCT - 5 2003

U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

Spehar Capital, L.L.C.,
a California limited liability company,

Plaintiff,

vs.

CMGT, Inc., a Delaware corporation;
and Docs 1 through 100, inclusive,

Defendants.

Case No. EC 037602

UNDERTAKING UNDER
SECTION 529 C.C.P.

All papers and notices may be served at
American Contractors Indemnity Company
9841 Airport Blvd., 9th Floor Los Angeles, CA 90045

WHEREAS, the above named Plaintiff, as Principal
desires to give an undertaking for Preliminary Injunction as
provided by Section 529 C.C.P.

NOW, THEREFORE, the Surety, does hereby obligate itself, jointly and severally, to *****
*****The above named Defendants*****
under said statutory obligations in the sum of Twenty five thousand and no/100*****
***** Dollars (\$ 25,000.00)

IN WITNESS WHEREOF, The corporate seal and name of the said Surety Company is hereto affixed and attested by Jeff Aase
who declares under penalty of perjury that he is its duly authorized Attorney-in-Fact acting under an unrevoked power of attorney
on file with the Clerk of the County in which above entitled Court is located.

Executed at Los Angeles, California on October 3, 2003

Bond No. 414297

The premium charge for this bond
is \$ 500.00 per annum.

AMERICAN CONTRACTORS INDEMNITY COMPANY


Jeff Aase Attorney-in-Fact

Cancelled 8/30/04
Luth Adonis

CIVIL BOND