

UNITED STATES BANKRUPTCY COURT Southern DISTRICT OF New York

PROOF OF CLAIM

Name of Debtor
Virtualis Systems, Inc.

Case Number
03-13109

FILED
U.S. DISTRICT COURT OF NEW YORK
ALLEGIANCE TELECOM, INC.
03-13057 (RRD)
2114

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (The person or other entity to whom the debtor owes money or property):
Melanie Haratunian

- Check box if you are aware that anyone else has filed a proof of claim relating to your case. Attach a copy of statement giving particulars.
- Check box if you have never received any notices from the bankruptcy court in this case.
- Check box if the address differs from the address on the envelope sent to you by the court.

Name and address where notices should be sent:
56 Shaw Road
Belmont, MA 02478
Telephone number: 617.444.4622(d)
617.489.2838(ce)

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor:
102-60-1446

Check here if this claim replaces a previously filed claim, dated: 11.24.03 amends

1. Basis for Claim

- Goods sold
- Services performed
- Money loaned
- Personal injury/wrongful death
- Taxes
- Other _____

- Retiree benefits as defined in 11 U.S.C. § 541(d)
- Wages, salaries, and compensation (fill out below)
Your SS #: _____ 6-2003
Unpaid compensation for services performed BMC
from _____ (date) to _____ (date)

2. Date debt was incurred: various

3. If court judgment, date obtained: N/A

4. Total Amount of Claim at Time Case Filed: \$ See attached
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.
 Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

RECD
DEC 03 2003

5. Secured Claim.

Check this box if your claim is secured by collateral (including a right of setoff).
Brief Description of Collateral:
 Real Estate Motor Vehicle
 Other _____
Value of Collateral: \$ _____

Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____

6. Unsecured Priority Claim.

Check this box if you have an unsecured priority claim.
Amount entitled to priority \$ _____
Specify the priority of the claim:

- Wages, salaries, or commissions (up to \$4,650)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
- Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
- Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
- Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
- Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
- Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(9) _____

*Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

BMC

RECD
DEC 03 2003
BMC

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7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

RECEIVED
NOV 26 2003
CLAIMS PROCESSING CENTER
USBC, SDNY
1

Date: 11.25.03
Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):
Melanie Haratunian

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 11



ATTACHMENT A

Name of Claim Holder Melanie Arguimbau ("Claimant")

- 1 By filing this proof of claim, Claimant does not waive, release or relinquish any rights it has or may have against the Debtor and Claimant reserves the right to amend this proof of claim
- 2 Claimant's proof of claim is for any and all claims, causes of action, liabilities, damages, remedies and amounts that are related to or that may arise under any agreement, articles of incorporation, bylaws, corporate resolution and/or common law, including but not limited to a claim for indemnification, if any, to which claimant is the direct or indirect beneficiary
- 3 The filing of this proof of claim does not take into consideration the assumption and assignment of any such agreement, articles of incorporation, bylaws, and/or corporate resolution, which may be an executory contract under the provisions of 11 U S C § 365, and Claimant specifically reserves the right to amend this proof of claim, if necessary
- 4 Out of an abundance of caution, Claimant is filing a proof of claim against Allegiance Telecom, Inc and its subsidiaries in each of their cases However, Claimant only seeks recovery of its claim from the Debtor eventually determined to be the appropriate party

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

**In re: Allegiance Telecom, Inc , et al
Case No 03-13057-(RDD)-11**

DOCUMENTS APPENDED TO CLAIM

On July 13, 2005, document(s) were appended to Claim Numbers **1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845 and 2544** for the following reason(s)

- Stipulation/Order
- New Supporting Documents
- Change of Address
- Stipulation and Order
- Other Withdrawal per Docket No 2242 EOD 7/12/05

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____ X

In re

Chapter 11 Case No
03-13057 (RDD)

Allegiance Telecom, Inc , et al ,

Jointly Administered

Debtors

_____ X

NOTICE OF WITHDRAWAL OF PROOFS OF CLAIM OF MELANIE HARATUNIAN

WHEREAS, I, Melanie Haratunian, Esq filed the following proofs of claim relating to
contingent and unliquidated claims for indemnification

Claim Number	Date Filed	Debtor	Filed Amount
1838	November 25 2003	Allegiance Telecom Inc	Unknown
1839	November 25 2003	Adgrafix Corporation	Unknown
1840	November 25 2003	ALGX Business Internet Inc	Unknown
1841	November 25 2003	Allegiance Internet Inc	Unknown
1842	November 25 2003	Hosting.com Inc	Unknown
1843	November 25 2003	InterAccess Telecommunications Co	Unknown
1844	November 25 2003	Jump Net Inc	Unknown
1845	November 25 2003	Virtualis Systems Inc	Unknown
2544	November 25 2003	Allegiance Telecom Company Worldwide	Unknown

ACCORDINGLY, PLEASE TAKE NOTICE THAT

I, Melanie Haratunian, Esq hereby withdraw proofs of claim numbered 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845 and 2544 and consent to such proofs of claim being expunged from the claims register of the above-captioned debtors

Dated Belmont, Massachusetts
July 12, 2005

Respectfully submitted,

/s/ Melanie Haratunian
Melanie Haratunian, Esq

56 Shaw Road
Belmont, MA 02478

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

**In re: Allegiance Telecom, Inc , et al
Case No 03-13057-(RDD)-11**

DOCUMENTS APPENDED TO CLAIM

On July 18, 2005, document(s) were appended to Claim Numbers **2121, 1845 and 2544** for the following reason(s)

- Stipulation/Order
- New Supporting Documents
- Change of Address
- Stipulation and Order
- Other Docket No 2247 EOD 7/14/05

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

_____ X
In re

Allegiance Telecom, Inc , et al., Chapter 11 Case No
03-13057 (RDD)
Debtors Jointly Administered
_____ X

**STIPULATION AND AGREED ORDER RESOLVING CLAIMS OF
MELANIE HARATUNIAN**

This STIPULATION AND AGREED ORDER is by and between the Allegiance Telecom Liquidating Trust (the “ATLT”), as successor to the Debtors (as defined below), and Melame Haratunian, Esq (“Claimant”) The parties hereby stipulate and agree as follows

WHEREAS, on May 14, 2003, Allegiance Telecom, Inc and its direct and indirect subsidiaries (collectively, the “Debtors”) commenced voluntary cases (the “Chapter 11 Cases”) under Chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the Bankruptcy Court for the Southern District of New York, Case No 03-13057 (RDD) (the “Bankruptcy Court”), and

WHEREAS, the Chapter 11 Cases were consolidated for procedural purposes only and were jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure, and

WHEREAS, on or about November 24, 2003, Claimant filed a proof of claim numbered 2121 (the “Proof of Claim”) for Claims (as such term is defined in the Plan) against Allegiance Telecom, Inc in the amount of \$17,484 18 less taxes as an unsecured priority claim (the “Haratunian Claim”), and

WHEREAS, on or about November 25, 2003, Claimant filed proofs of claim numbered 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845 and 2544 (the “Indemnification Proofs of Claim”) against various Debtors regarding indemnification claims, and

WHEREAS, the Debtors filed their Third Amended Joint Plan of Reorganization dated June 8, 2004 (the “Plan”) with the Bankruptcy Court and the Court entered its Findings of Fact, Conclusions of Law, and Order Confirming Debtors’ Third Amended Joint Plan of Reorganization on June 10, 2004 (the “Confirmation Order”), and

WHEREAS, in accordance with the terms of the Plan, on the Initial Effective Date, the ATLT was created, and

WHEREAS, pursuant to the Plan, Eugene I Davis was appointed as the plan administrator (the “Plan Administrator”) for the ATLT, and

WHEREAS, among other things, the purpose of the ATLT is to (i) wind-down the Debtors’ affairs, including making distributions as contemplated in the Plan, (ii) investigate, enforce and prosecute avoidance and other causes of action, (iii) object to, settle, compromise, dispute and/or prosecute disputed claims, and (iv) administer the Plan and take such actions as are necessary to effectuate the terms of the Plan, and

WHEREAS, the ATLT, as the successor to the rights of the Debtors, and the Plan Administrator has the authority to, *inter alia*, perform the duties, exercise the powers, and assert the rights of a trustee under Sections 704 and 1106 of the Bankruptcy Code, and

WHEREAS, the ATLT disputes the amounts sought by Claimant in the Proof of Claim

and the Indemnification Proofs of Claim, and

WHEREAS, on or about March 28, 2005, the ATLT filed its Motion of the Allegiance Telecom Liquidating Trust for Order Under Sections 105(a) and 502(c) of the Bankruptcy Code Estimating Certain Claims for the Purpose of Establishing a Disputed Claims Reserve in Connection With Making Initial Distributions (the “Estimation Motion”), seeking to estimate the Haratunian Claim at \$0 and effectively expunge the Proof of Claim, and

WHEREAS, on or about April 7, 2005, Claimant filed her Objection to the Estimation Motion, and

WHEREAS, on or about July 12, 2005, Claimant filed a notice of withdrawal with respect to the Indemnification Proofs of Claim, and

WHEREAS, Claimant has not filed any proofs of claim in the Chapter 11 Cases other than the Proof of Claim and the Indemnification Proofs of Claim, and

WHEREAS, the ATLT and Claimant have negotiated in good faith at arm’s length and have reached a consensual resolution, as set forth below, with respect to the Proof of Claim, the Haratunian Claim and the Estimation Motion to avoid incurring significant additional litigation expenses that would necessarily be incurred in litigating this matter to an uncertain conclusion

ACCORDINGLY, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS

1 For the purposes of this Stipulation and Agreed Order, the term “Final Order” shall mean an order approving this Stipulation and Agreed Order that has not been stayed, reversed or amended and the time, as computed under the Bankruptcy Rules, to appeal or seek review or rehearing

of such order (or any revision, modification or amendment thereof) has expired and no appeal or petition for review or rehearing of such order was filed, or if filed, remains pending

2 Upon entry of a Final Order, the ATLT shall grant Claimant an allowed Administrative Expense Claim (as defined in the Plan) of \$9,000 00 in full and complete satisfaction of all Claims (as defined in the Plan) held by Claimant with respect to the Debtors, the Debtors' estates and/or the ATLT. The ATLT shall pay the Administrative Expense Claim to Claimant within 30 days of the Final Order.

3 Upon entry of a Final Order, Claimant hereby irrevocably, unconditionally and without reservation of any kind waives, releases and forever discharges the ATLT, Debtors, and the Debtors' estates, and their respective parent firms and affiliates, and their officers, directors, employees, attorneys, professionals, and agents from and against any and all past, present and future actions, causes of action, Claims, liabilities, suits, debts, judgments, and damages, of any kind whatsoever, whether matured or unmatured, at law or in equity, known or unknown, liquidated or unliquidated, foreseen or unforeseen, discoverable or undiscoverable, contingent or non-contingent, which Claimant has, had, or may have in the future against the ATLT, the Debtors, and the Debtors' estates arising prior to the date hereof, including, but not limited to, the Haratunian Claim.

4 Upon entry of a Final Order, the ATLT, on behalf of itself, the Debtors and the Debtors' estates, hereby irrevocably, unconditionally and without reservation of any kind waives, releases and forever discharges the Claimant from and against any and all past, present and future actions, causes of action, Claims, liabilities, suits, debts, judgments, and damages, of any kind

whatsoever, whether matured or unmatured, at law or in equity, known or unknown, liquidated or unliquidated, foreseen or unforeseen, discoverable or undiscoverable, contingent or non-contingent, which the ATLT, the Debtors and/or the Debtors' estates have, had, or may have in the future against Claimant arising prior to the date hereof, including, but not limited to, the Haratunian Claim

5 Claimant agrees not to file any proofs of claim or requests for the payment of administrative expenses against the ATLT, the Debtors, or the Debtors' estates, whether in the Chapter 11 Cases or otherwise. Nothing in this paragraph shall prevent Claimant from enforcing the terms of this Stipulation and Agreed Order.

6 This Stipulation and Agreed Order shall be governed by New York law, excluding its conflicts of laws principles, and this Court shall retain jurisdiction to resolve any disputes between the parties arising with respect to this Stipulation and Agreed Order.

7 The undersigned on behalf of the ATLT and Claimant each represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Stipulation and Agreed Order on behalf of such party. Claimant represents and warrants to the ATLT that, as of the date hereof, she is the sole holder of all Claims against the Debtors, the Debtors' estates and the ATLT related to the Haratunian Claim and Claimant has not assigned, sold, or otherwise transferred any Claims against the Debtors, the Debtors' estates or the ATLT. Claimant represents and warrants that she has had an opportunity to consult with her own attorney and fully understands the meaning of the provisions in this Stipulation and Agreed Order, including, but not limited to, the releases included herein.

8 This Stipulation and Agreed Order is subject to approval by the Bankruptcy Court and the entry of a Final Order by the Bankruptcy Court, provided, however, that the parties shall support such Bankruptcy Court approval and comply with this Stipulation and Agreed Order pending the Bankruptcy Court's entry of a Final Order approving or disapproving this Stipulation and Agreed Order

9 Nothing in this Stipulation and Agreed Order or any negotiations or proceedings in connection herewith shall constitute or be deemed to be evidence of an admission by any party of any liability or wrongdoing whatsoever, or the truth or untruth, or merit or lack of merit, of any claim or defense of any party Neither this Stipulation and Agreed Order nor any negotiations or proceedings in connection herewith may be used in any proceeding against any party for any purpose whatsoever except with respect to effectuation and enforcement of this Stipulation and Agreed Order

10 This Stipulation and Agreed Order contains the entire agreement of the parties with respect to its subject matter and supersedes any prior or contemporaneous oral or written agreements The parties acknowledge that no promise, inducement, or agreement not stated herein has been made to them in connection with this Stipulation and Agreed Order The parties understand and agree that this Stipulation and Agreed Order may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by both parties The parties agree and acknowledge that they will make no claim at any time or place that this Stipulation and Agreed Order has been orally altered or modified or otherwise changed by oral communication of any kind or character Each party agrees that any rule of construction to the effect that ambiguities are to be

resolved against the drafting party will not be employed in the interpretation, construction, or enforcement of this Stipulation and Agreed Order

11 This Stipulation and Agreed Order may be executed simultaneously or in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. A facsimile copy of a signature page is the equivalent of an original signature page.

12 This Stipulation and Agreed Order shall be binding upon (i) the ATLT, as successor to the Debtors, (ii) Claimant and (iii) their respective predecessors, successors, heirs, subsidiaries, affiliates, assignees, agents, directors, officers, employees, the Plan Administrator, and any trustee appointed under Chapter 7 of the Bankruptcy Code.

Dated New York, New York
July 12, 2005

**ALLEGIANCE TELECOM LIQUIDATING
TRUST**

By /s/ Christine Kornegay
Christine Kornegay
Allegiance Telecom Liquidating Trust
1405 S Beltline Road, Suite 100
Coppell, Texas 75019

and

**AKIN GUMP STRAUSS HAUER & FELD
LLP**

By /s/ Jeffrey M. Anapolsky
Ira S Dizengoff, Esq (ID-9980)
Phil C Dublin, Esq (PD-4919)
Kenneth A Davis, Esq (KD-9070)
Jeffrey M Anapolsky, Esq (JA-8867)
590 Madison Avenue
New York, New York 10022
Telephone (212) 872-1000

Counsel to the Allegiance Telecom
Liquidating Trust

MELANIE HARATUNIAN

/s/ Melanie Haratunian
Melanie Haratunian, Esq
56 Shaw Road
Belmont, MA 02478

and

PARSONS KINGHORN HARRIS

By /s/ George Hofmann
George Hofmann, Esq
111 East Broadway, 11th Floor
Salt Lake City, UT 84111
Telephone (801) 415-0132

Counsel to Melanie Haratunian

SO ORDERED, this 14th day of July 2005

/s/ Robert D. Dram

UNITED STATES BANKRUPTCY JUDGE