| United States Bankruptcy Court  |  | PROOF OF CLAIM  |
|---|--|---|
| Name of Debtor:<br>Keith Anderson Nelms, Allegro Law, LLC, and Financial Services, LLC  | Case Number  | r:<br>0, 10-30631, 10-30630   |
| NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of administrative expense may be filed pursuant to 11 U.S.C. § 503.   | of the case. A r   | equest for payment of an  |
| Name of Creditor (the person or other entity to whom the debtor owes money or property):  Edward Claudell Dillon, Jr.   | 1  | s box to indicate that this<br>ends a previously filed  |
| Name and address where notices should be sent:  1800 Links Blvd, Apt. #5708  Tuscaloosa, AL 35405  RECEIVED   | claim.   | n Number:   |
| Telephone number: AUG 2 6 2010 (601) 695-7362   | Filed on:  |   |
| Name and address where payment should be sent (if different from above):  Same as above   | anyone el<br>relating to   | s box if you are aware that<br>se has filed a proof of claim<br>by your claim. Attach copy of<br>giving particulars.  |
| Telephone number:   |  | s box if you are the debtor<br>in this case.  |
| 1. Amount of Claim as of Date Case Filed:  15.411.90  If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.   | S. Amount of Priority and Priority of the Prio | of Claim Entitled to<br>under 11 U.S.C. §507(a). If<br>ion of your claim falls in<br>the following categories,<br>box and state the                             |
| U Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.  | Specify the p  | riority of the claim.   |
| 2. Basis for Claim: Negligence of service (See instruction #2 on reverse side.)   |  | support obligations under<br>§507(a)(1)(A) or (a)(1)(B).  |
| 3a. Debtor may have scheduled account as:  (See instruction #3a on reverse side.)  4. Secured Claim (See instruction #4 on reverse side.)  Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested  | to \$11,72<br>before fil<br>petition o<br>business,  | plaries, or commissions (up<br>15°) earned within 180 days<br>ing of the bankruptcy<br>or cessation of the debtor's<br>whichever is earlier – 11<br>507 (a)(4). |
| information.  Nature of property or right of setoff: CReal Estate CMotor Vehicle COther  Describe:  |  | ions to an employee benefit<br>U.S.C. §507 (a)(5).  |
| Value of Property:S Annual Interest Rate%  Amount of arrearage and other charges as of time case filed included in secured claim,   | purchase,<br>or service  | 500* of deposits toward<br>lease, or rental of property<br>s for personal, family, or<br>use – 11 U.S.C. §507   |
| Amount of Secured Claim: \$ Amount Unsecured: \$  |  | penalties owed to<br>ntal units – 11 U.S.C. §507  |
| <ol> <li>Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.</li> <li>Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)</li> </ol> | of 11 U.S  | pecify applicable paragraph C. §507 (a)  It entitled to priority:   |
| DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.   | *Amounts are   | e subject to adjustment on<br>ery 3 years thereafter with   |
| If the documents are not available, please explain:   | respect to c<br>the date of  | Allegro Law   |
| Date: 05/18/2010  Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the croother person authorized to file this claim and state address and telephone number if different from the address above. Attach copy of power of attorney, if any.   | e notice   | WONTGOMERY, ALABAMA   |
| Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both.  | 18 U.S.C. §§ 1   | <u>NNZ 6 I</u> X∀W<br>152 and 3571.   |
| Case 10-30631 Claim 18-1 Filed 05/19/10 Desc Main Docum   | nent L   | HECEINEL age 1 of 25  |

#### Summary

To Whom It May Concern:

As mentioned in the proof of claim, Mr. Nelms' and the Allegro Law Firm neglected to provide their advertised service to yours truly. Because of this negligence, I currently have a judgment against me and two wage garnishments (\$5,105.61 and \$8,331.29) against my Regions bank accounts for \$13,436.90 from my creditors. When I enrolled into Allegro's debt program, I was told by Allegro that my creditors would be notified in order to eventually discuss a possible settlement with them. From October 2008 to May of 2009, I have faithfully paid a monthly fee of \$222.00 in addition to a fee of \$247.00 for the first month of my enrollment. Once I was informed that my creditors got a judgment against me for my debt of \$13,436.90, I immediately discontinued Allegro's debt program because of their negligence and false claim of talking to my creditors. At this point, Allegro had collected \$1801.00 from me. Rather than a full reimbursement of the \$1801.00, Allegro claimed that they only had \$363.94 in my established account with them, which is only a small portion of the total amount of money that I have been paying them since October 2008. I never cashed this check and have sent a copy of it along with other documents related to claim against Mr. Nelms' and Allegro.

Because of their scam, Mr. Nelms' and Allegro are not only responsible for the full reimbursement of \$1801.00 but also my entire debt of \$13,436.90 since they neglected to help me as they promised and advertised. In addition, there are overdraft fees as well as out of pocket fees that the debtors are responsible for reimbursing due to the wage garnishments placed on my checking and savings account with Regions bank

who currently has a hold on both accounts. The two overdraft fees are for \$99.00 and \$25.00. The out of pocket fee is relevant because I had to end my monthly direct deposit of my financial income into my checking account in order to be able to support myself without having my income held by Regions bank due to the garnishments. Because of this, I incurred out of pocket banking expenses. Therefore, Allegro is also responsible for paying that fee as well. Overall, I claim that Mr. Nelms' and the Allegro Law Firm are responsible for \$15,411.90. I have provided copies of documents and receipts along with the proof of claim to justify these fees. I further claim if there are any punitive damages to be awarded to me as a result of Allegro's gross negligence, I leave that to the discretion of the court.

#### **Summarized Fees**

| My Debt                                      | \$13,436.90       |
|--|-------------------|
| Monthly fee paid to Allegro's debt program   | \$1,801.00        |
| Regions (overdraft fees due to garnishments) | \$99.00 + \$25.00 |
| Out of pocket fees                           | \$50.00           |
| TOTAL  | \$15,411.90       |

Edward Claudell Dillon, Jr.

(DATE)

Phone: (800)295-6025 Fax: (800)664-1335

www.allegrolaw.net

Edward Dillon 390 Royal Street Bogue Chitto, MS 39629

## Allegro Law, LLC New Client Welcome Package

#### Proudly Representing Consumers Nationwide

Alabama
Arizona
Arkansas
California
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois

Indiana

Kansas

Kentucky

lowa

Louisiana Maine Maryland Massachusetts Michigan Minnesota Mississippi Missouri Montana Nebraska Nevada New Hampshire New Jersey **New Mexico New York** North Carolina North Dakota

Ohio Oklahoma Oregon Pennsylvania Rhode Island South Carolina South Dakota Tennessee Texas Georgia Utah Vermont Virginia Washington West Virginia Wisconsin Wyoming

ALLEGRO LAW

Phone: (800)295-6025 Fax: (800)664-1335 www.allegrolaw.net

#### **CLIENT AUTHORIZATION AND LIMITED POWER OF ATTORNEY**

| to whom it may concern.                       |  |                              |
|---|--|------------------------------|
| I/We: ,                                       |  |                              |
| Edward Claudel                                | Diller Jr.   |                              |
| Appoint Allegro Law, LLC as my/our agent,     | to act on my/our behalf pertaining to creditorsucla  | ims of indebtedness. I/We    |
| employ Allegro Law, LLC to communicate v      | with creditors and creditors agents for the purpose<br>is of indebtedness. If necessary, and in accordance | e of negotiating financial   |
| Collection Practices Act, I/we authorize Alle | egro Law, LLC to issue orders to cease communic  | cation between creditors and |
|   | ully request that creditors and their agents contact   |                              |
|   | Ve grant Allegro Law, LLC full power and authority, or convenient, in connection with any of the fore      |                              |
|   | ersonally present, hereby ratifying and confirming   |                              |
| shall lawfully do or cause to be done by auti | nority hereof. Any reference to Allegro Law, LLC i   | ncludes its employees.       |
|   |  |                              |
|   |  |                              |
|   |  | •                            |
| My/Our Authorization(s);                      |  |                              |
| (a) (b)                                       | rell land  | [ ]                          |
| Caliary Mary                                  | Edward C.D. Ton Jr.  | 11/10/08                     |
| Client Signature /                            | Printed Name   | / Date                       |
|   |  |                              |
| Client Signature                              | Printed Name   | Date                         |
| <b>~</b>                                      |  |                              |
|   |  |                              |
|   |  |                              |

PLEASE NOTE: THE DEBTOR RESPECTFULLY REQUESTS THAT ALL COMMUNICATIONS REGARDING THIS ACCOUNT BE DIRECTED TO Allegro Law, LLC AND/OR THEIR AGENTS. THIS ACTION IS REQUIRED TO ASSURE PROPER AND EFFICIENT HANDLING OF THIS MATTER.

ALLEGRO LAW

Phone: (800)295-6025 Fax: (800)664-1335

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#### About the Debt Negotiation Process

Allegro Law, LLC is an organization of consumer protection attorneys that use federal and state consumer laws to assist in negotiating work-out agreements between consumers and their creditors. The Debt Negotiation service is intended for consumers who can no longer afford to make the minimum payments due on their unsecured debts in addition to meeting their basic and necessary living expenses. Our goal is to save our clients both time and money by negotiating a mutually acceptable resolution of the clients outstanding debt(s) for something less than the full amount.

During the initial phase of the Debt Negotiation service, Allegro Law will send a letter to your creditor(s) identifying that Allegro Law, LLC is representing you as a client, and attempting to initiate the debt negotiation process. (A SAMPLE copy of one of the letters used to communicate with your creditors is included in this package for your reference.) This is the first step in establishing the lines of communication between the law firm and your creditors, and serves to trigger certain Federal rights on your behalf. Please bear in mind that many creditors will indicate to our clients that they not have received correspondence from Allegro Law. While this is possible, it is more likely that the creditor is simply attempting to collect on the debt in full by contacting the consumer directly. If a creditor communicates to you that they have not been contacted by Allegro Law, simply obtain the proper address for the creditor and an additional communication will be sent. In some instances it takes multiple communications from Allegro Law to your creditor(s) before negotiations effectively begin. This is not unusual and in no way affects the timing and success of the overall negotiation process.

The majority of our clients are typically behind on their debt payments before engaging our services, or voluntarily choose to discontinue making payments to their creditors in their attempt to seek an alternative solution to their debt challenges. Allegro Law does not make payments on a monthly basis to your creditors. Rather, payments made to the law firm accumulate in an escrow account to be used to pay the creditor(s) once the agreed upon settlement amount is successfully negotiated. For the average client, it takes around 36 months for the successfully negotiated resolution of their debts to be paid and reflect a zero balance. Keep in mind the time needed to accrue sufficient funds in order to negotiate a settlement will vary depending on your monthly payment amount and account balances. Allegro Law cannot finalize a settlement until you have enough money in your escrow account to pay the agreed upon settlement amount.

#### IMPORTANT NOTE:

By voluntarily withholding payment to your creditors, your creditors and the credit reporting agencies will report you as late resulting in a negative impact on your credit score. You should consider whether or not this negative impact on your credit score is an acceptable trade-off for the financial and time savings that may result from a successful Debt Negotiation service.

The initial payments you make to Allegro Law are used to cover the fees required for Allegro Law to establish the account and begin the negotiation process. While Allegro Law respects the fact that clients want to build their escrow account quickly and resolve their debts as soon as possible, Allegro Law asks its clients to understand that the goal is to resolve their debts for less than the full amount, and that much of those savings are as a result of the work performed by Allegro Law during the initial phase of the services. According to our Contract, fees are non-refundable. However, if you want to cancel our services, and you notify Allegro Law in writing within the first 30 days of representation, a full refund will be provided.

Remember to contact Allegro Law if your situation improves and you are able to manage larger monthly payments. Larger, consistent payments may reduce your debt more quickly. Also, if your financial situation changes and you have the opportunity to pay off any or all of your creditors, call one of our Negotiation Specialists. We will obtain pay off balances and make sure your settlement is credited properly and in a timely manner. Allegro Law, LLC will notify you each time we negotiate an acceptable and affordable settlement offer. Your patience is a critical part of our mutual success.

ALLEGRO LAW

www.ailegrolaw.net

Phone: (800)295-6025 Fax: (800)664-1335

#### Client Responsibilities

The success of the Debt Negotiation service is as equally dependent on your ability to be patient, and your ability to perform your responsibilities as outlined below, as it is on the legal service provided by our attorneys. It is only as a result of our combined efforts that our clients obtain the financial and time saving benefits of the Debt Negotiation service and have the opportunity to begin the path to financial freedom.

- 1. Forward to Allegro Law any correspondence you receive from a bank, original creditor, debt collector, or attorney. This includes any legal pleading (lawsuit filed against you) or other legal or regulatory documents. Timing is important so please forward such documents immediately.
- 2. Refrain from engaging in conversations with original creditors, debt collectors and attorneys. All you need to tell them is that you have hired an attorney to assist you with your debts, and direct them to contact Allegro Law. Do not discuss the status of the debt or discuss any settlement offers with them. Doing so may negatively impact Allegro Laws ability to obtain the best possible settlement on your behalf.
- 3. Be patient and stay committed to the long term goal. In no event should you expect that the services will be completed in less than 36 months even though in some instances Allegro Law is able to finalize settlement agreements in less than 36 month. During that period you should anticipate receiving debt collection calls as well as be prepared to have your credit score negatively impacted. While these can be frustrating aspects of a Debt Negotiation service, always keep in mind that the ultimate goal is to save you time and money.
- 4. Make timely payments as agreed upon according to the Payment

#### **Regarding Debt Collectors**

The involvement of Debt Collectors during this process is inevitable. There are two general types of Debt Collectors: those that work for the Original Creditor, and third party organizations that purchase old debt from an Original Creditor. Regardless of the type of Debt Collector, both are required to abide by specific State and Federal Laws designed to protect consumers from inappropriate debt collection activity. The primary Federal Laws applicable to Debt Collection activities are the Fair Debt Collection Practices Act and Fair Credit Billing Act. It is important that you are aware of your rights in regards to debt collection activities (see 'Know Your Rights' above).

It is important to understand that the primary goal of a debt collector is to obtain payment for the alleged outstanding debt. In many instances, the Original Creditor you initially established your debts with, will sell the debt to a third party debt collection organization, thereby relinquishing all legal rights of the Original Creditor in regards to that debt. This is a normal part of the overall Debt Negotiation service and does not negatively impact our ability to resolve your debts.

#### IMPORTANT NOTE:

You may not have a legal obligation to pay a debt purchased by a third party debt collection organization. You may not maintain a Contract with a third party debt collector. A third party debt collector will attempt to engage you in a contract based on the potential statements you make while communicating with them and actions you take such as making payments. Do not engage in any conversations with a third party debt collector. Do not admit that the debt is yours. Do not make any payments to a third party debt collector. Do not allow yourself to be intimidated by a third party debt collector.

When a debt is purchased by a third party debt collection organization, such organization will typically pay on average \$0.10 for each \$1.00 of debt purchased. For example, a third party debt collection organization will pay on average \$100 for the acquisition of a debt of at least \$1,000. Debt Collection organizations make a profit on any amount of money they can collect in excess of the amount they paid for the debt, in the prior example as much as \$900 on a \$1,000 debt that they paid \$100 to acquire. With such a significant profit margin, it should come as no surprise that debt collectors often take aggressive action in an attempt to collect on the debt. In many instances the debt collector will use lies, threats and relentless telephone based pressure in an attempt to reap the significant available profits. Please familiarize yourself with the Fair Debt Collection Practices Act (see 'Know Your Rights' above).

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Aliegro Law, LLC 223 Wall Street # 177 Huntington, NY 11743 Phone: (800)295-6025 Fax: (800)664-1335



www.allegrolaw.net

Edward Dillon 390 Royal Street Bogue Chitto, MS 39629

Dear Edward Dillon,

Allow us to congratulate you on your decision to select Allegro Law, LLC for your Debt Negotiation experience. We appreciate the opportunity to serve you

When you became a client of Allegro Law, LLC you took a positive step towards resolving your debt challenges and creating a secure financial future. This Welcome Package is intended to explain some important details that will assist you in understanding and successfully completing the Debt Negotiation service.

We graciously ask you to be patient and recognize that success will not be achieved overnight. However, with your commitment, and our long-term support and debt negotiation expertise, we can together save you time and money, and get you on the road to financial recovery.

To get started, it is imperative that you do the following immediately:

> Sign and return the Power of Attorney providing Allegro Law, LLC with the limited authorization to act on your behalf in regards to all matters pertaining to the Debt Negotiation service. (see page 13)

If any of the information in this Welcome Package generates questions, or is not consistent with how you understood our services to work, please contact our Customer Service department at (800)295-6025 immediately so that we may address your questions and ensure the suitability of our services for meeting your needs. Our staff is fully committed to helping you achieve your goal of resolving your current debt challenges and getting on a path to building wealth.

Sincerely,

Allegro Law, LLC

This information is used by us primarily for the purpose of debt settlement education. Your financial information forms the basis of financial analysis that is conducted internally. In accordance with your signed Contract to Employ, we will also share and exchange your personal information with your acknowledged creditors or those who have purchased or been assigned the debts you have listed with us and with third party companies that work for us to perform customer services related to your credit counseling. We may share information about you as required by law. We may also disclose non-public personal information about you to companies that perform marketing or other services on our behalf, to outside financial institutions with whom we have joint marketing agreements, or to nonaffiliated third parties, such as financial service providers and non-financial companies.

#### How do we protect this personal information?

We restrict access to nonpublic personal information about you to those parties described above including employees and/or customer service providers who need to know that information to provide products and services to you. We and our service providers maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

#### How can you find out what information we have about you?

You may access your personal account information via our secured website, or through verbal or written contact with the company.

#### What choices do I have about information sharing?

As discussed above, from time to time, we will share your personal information with affiliated and non-affiliated companies. If you prefer that we do not disclose your non-public personal information (other than transaction information which we are authorized to do under applicable law) among our affiliated companies, or that we do not disclose your non-public personal information with non-affiliated third parties, you may opt out of those disclosures; that is, you may direct us not to make those disclosures (other than disclosures permitted by law). If you wish to opt out of disclosures to nonaffiliated third parties (other than disclosures permitted by law), you may do so by filling out the mail-in privacy choice attached to this notice and mailing it to: 223 Wall Street # 177, Huntington, NY 11743. For two-party accounts, an opt out choice made by either signer of the Client Agreement will apply to the entire account. Please allow several weeks for your opt out request to take effect. Your election to opt out will remain in effect until revoked by you in writing. If you choose to opt out, we will, however, continue to share your non-public personal information with third parties as permitted by applicable law.

Allegro Law, LLC 223 Wall Street # 177 Huntington, NY 11743

# Privacy Choices (Your Name) Social Security # Client ID Date Please do not disclose any of my personal information to nonaffiliated third parties. Please do not contact me with offers of products or services by mail or telephone. Re joint accounts: If either signer or co-signer "opt out" by sending in this form, the entire account will be governed by that choice.

Phone: (800)295-6025 Fax: (800)664-1335

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# Allegro Law, LLC Quick Tips for Settlement Success

#### DO

- \*DO use this page as a quick reference.

  Hang it on your refrigerator or mirror for easy reference. Remember knowledge is POWER!
- \*DO be mindful of debit dates and amounts during the program
- \*DO establish a written monthly spending plan and budget yourself accordingly
- \*DO send all correspondence from your creditors to Allegro Law, LLC & Company
- \*DO immediately contact us if you receive any legal documents in relation to one of the debts you have submitted. Prompt action is critical
- \*DO contact Customer Service: (800)295-6025
- \*DO keep copies of all statements you receive
- \*DO be patient. Remember that the settlement process may take several years to complete
- \*DO become familiar with the three Federal Acts identified above under \*Know Your Rights\*
- \*DO instruct your callers to call our Creditor Services department at (631)940-2411

#### DO NOT

- \*DO NOT forget you must be dedicated to this program, and consider it a part of your monthly financial planning
- \*DO NOT forget we are here working for you everyday. However, there is no basis for a settlement until we know you have saved enough money to start negatiations
- \*DO NOT ignore or throw away correspondence that you receive from creditors. Forward that to us.
- \*DO NOT share ANY information with creditors or collectors. Refer these collectors to us
- \*DO NOT agree to anything with your creditors without contacting Allegro Law, LLC & Company's Settlement Specialists first
- \*DO NOT allow the aggresive tactics of debt collectors to frustrate you. Their goal is make you pay them in full. They will lie and make threatening remarks, all of which is illegal
- \*DO NOT continue this service if you are unwilling to tolerate a drop in your credit score. Your credit file will be negatively impacted

#### September 24, 2008

#### CONFIDENTIAL SETTLEMENT NEGOTIATIONS INADMISSIBLE FOR ANY PURPOSE

#### Via First Class Mail

Creditor Address City, State Zip Code

Re: Client Name Account #

Dear Representative:

The firm represents the above listed named consumer in regards to the referenced account. The above consumer is in the process of receiving a financial evaluation and is enrolled in a debt negotiation program.

During the next 60-90 days, our counselors will be reviewing the consumer personal financial statements, including the above referenced account. In addition, we will be archiving and preparing a summary of all collection activities of any original creditor, third party collection agent or collection attorney.

We ask that your representatives not contact our client but instead direct any and all correspondence to our firm. Contacting a consumer, which is known to be represented by a law firm, can be classified as a deceptive trade practice. Your failure to abide by this request will result in our pursuing all legal and equitable remedies available under state and federal law.

Please direct any and all future correspondence to our attention, including the address and facsimile number of the division to which you would prefer all correspondence and information directed.

Sincerely.

Allegro Law, LLC

#### 5. 联合约300×5

| , pro • ellet                  |                |   |                                     |           | •                   | ₹                         |
|--------------------------------|----------------|---|-------------------------------------|-----------|---------------------|---------------------------|
|                                | w Detail / Re  | gister  | 1 1                                 |           | The second second   | . * •                     |
| Account Det                    | ails - FRE     | E CHECKING *****9606                                  |                                     |           |                     | <b>E</b>                  |
| View and sort your             | current accour | nt activity for all of your accounts.                 |                                     | VI        | w Account: ×9006 FI | REE CHECKING (\$4,488,61) |
| Account Number<br>YTD Interest |                | x-09808<br>\$0.00                                     | Overdraft Protect<br>Ledger Belance | tion      |                     | \$0.00<br>\$641.98        |
| Interest Rate                  |                | 0.00 %  | Available Belance                   | •         |                     | (\$4,488.61)              |
| Pending Trans                  | actions        |   |                                     |           |                     |                           |
| Date                           | Туре           | Description/Category                                  | Status                              | Debit (-) | Credit (+)          | Projected Balance         |
| 4/22/2010                      | PU             | CTUSCALCOSA   | PND                                 | (\$10.00) |                     | \$831.9                   |
| 4/22/2010                      | PU             | FULL MOON BBQ 6                                       | PND                                 | (\$7.84)  |                     | \$624.1                   |
| 4/22/2010                      | PU             | LITTLE ITALY PI                                       | PND                                 | (\$7.14)  |                     | \$617.0                   |
| Transaction H                  | istory         |   |                                     |           |                     |                           |
| From: 10/29/2008               |                | To: 04/22/2010  |                                     |           |                     |                           |
| Char Thomastlen                | Malana Bar     | лерит ж <sup>изан</sup> ай                            |                                     |           |                     |                           |
| Filter Transaction i           | restory my:    | ОЕВП  |                                     |           |                     |                           |
|                                |                |   |                                     |           | atus                |                           |
| 04/12/2010                     |                | OTHER BANK ATM BALANCE                                |                                     | a.        |                     |                           |
| 04/05/2010                     |                | Gr Tunca 2 0165 0165 GTun2                            |                                     | α         |                     |                           |
| 03/30/2010                     |                | AT&T 8686083007                                       |                                     | a.        |                     |                           |
| 03/29/2010                     |                | Aleberta Power BLEC SERV                              |                                     | Q.        |                     |                           |
| 03/03/2010                     |                | Gr Tueca 2 0165 0165 GTue2                            |                                     | Q.        | •                   |                           |
| 03/02/2010                     |                | AT&T 808003007  |                                     | a.        |                     |                           |
| 02/26/2010                     |                | Alabama Power ELEC SERV                               |                                     | a         |                     |                           |
| 02/16/2010                     |                | INTERNATIONAL SERVICE                                 | •                                   | a.        |                     |                           |
| 02/03/2010                     |                | Gr Tusca 2 0165 0165 GTus2                            |                                     | a.        |                     |                           |
| 01/28/2010                     |                | Alabama Power ELEC SERV                               |                                     | a.        |                     |                           |
| 01/28/2010                     |                | AT&T 8666083007                                       |                                     | a.        |                     |                           |
| 01/05/2010                     |                | Gr Tunca 2 0165 0165 GTun2<br>AT&T 8698083007         |                                     | a.<br>a.  |                     |                           |
| 12/29/2009                     |                | ***************************************               |                                     | a.        |                     |                           |
| 12/28/2009                     |                | Alabama Power ELEC SERV<br>Gr Tusca 2 0165 0165 GTus2 |                                     | a.        |                     |                           |
| 12/03/2009                     |                | - · · · · · · · · · · · · · · · · · · ·               |                                     | a.        |                     |                           |
| 12/01/2009                     | •              | Alabama Power APC EBILL<br>AT&T 8666053007            |                                     | , a.      |                     |                           |
| 11/30/2009                     |                | Gr Tunca 2 0165 0165 GTun2                            |                                     | α         |                     |                           |
| 11/03/2009<br>10/28/2009       | •              | AT&T 8696083007                                       |                                     | a.        |                     |                           |
|                                |                | Gr Tueca 2 0165 0165 GTue2                            |                                     | a         |                     |                           |
| 40.05/200°                     |                | AT&T 8666083007                                       |                                     |           |                     |                           |
| 10/05/2009                     |                | AIALOTTINIII  |                                     | a.        | r. 3/0.39           |                           |
| 09/29/2009                     |                |   |                                     | ~         | D ####              |                           |
| 09/29/2009<br>09/03/2009       |                | Gr Tueca 2 0165 0165 GTus2                            |                                     | Q.        |                     |                           |
| 09/29/2009                     |                |   |                                     | a.<br>a.  | R \$78.39           |                           |

Case 10-30631 Claim 18-1 Filed 05/19/10 Desc Main Document

AT&T 8686083007

Vesta Corp. PREPAID

Vasta Corp. PREPAID

Words Corp. PREPAID

ALLEGROLAW FIRM PAYMENT

ALLEGROLAW FIRM PAYMENT

ALLEGRO LAW FIRM PAYMENT

OTHER BANK ATM WITHDRAWAL FEE

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**CLR** 

**CLR** 

**CLR** 

**CLR** 

**CLR** 

CLR

CIR

**Q.R** 

\$78.08

\$78.08

\$2.00

\$78.08

\$772.00

\$11.15

\$222.00

\$222.00

05/29/2009

05/04/2009

05/04/2009

04/28/2009

Q402/2009

03/30/2009

03/03/2009

| Manager .   |                          |         |                         |
|-------------|--------------------------|---------|-------------------------|
| 03/02/2006  | . Vests Corp. PREPAID    | CLR CLR | <b>\$</b> 77. <b>75</b> |
| 02/24/2009  | WAL-MART STORES PURCHASE | - QR    | \$22.89                 |
| (02/03/2009 | ALLEGROLAW FIRM PAYMENT  | Q.R     | \$222.00                |
| 01/29/2009  | BANK DEBIT               | C.R     | \$1,250.00              |
| 01.282009   | Veste Corp. PREPAID      | ar_     | <b> \$77.75</b>         |
| 01/05/2009  | ALLEGROLAW FIRM PAYMENT  | CLR     | \$222.00                |
| 12/30/2008  | Vests Corp. PREPAID      | CLR CLR | \$78.01                 |
| 12/02/2008  | ALLEGROLAW FIRM PAYMENT  | Q.R     | \$222.00                |
| 12/01/2008  | Vesta Corp. PREPAID      | QR      | \$78.01                 |
| (11/04/2008 | ALLEGRO LAW FIRM PAYMENT | CLR     | · \$222.00              |
|             |                          |         |                         |

October 2008 = \$247.00 To Allegio Lacu firm
as first payment acording to a
representative From Regions Bank.

(2) Equal Housing Lender Member FDIC 62010 Regions Financial Corporation. All rights reserved. 1-800-REGIONS

# SOME OF THE EMAILS RECEIVED FROM ALLEGRO AS A CLIENT

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The art of the property of the prope A JAN MARKATAN A MARKATAN AND A MARKATAN Signated (39) a propositi dist Dear Edward, In an effort to make our program as altrapte se possible, we will mail you a monthly reminder of your upcoming payment on our program. In these uncertain economic times we undesstand that it is important for you to plan ahead. We trust that these reminders will be helpful in this regard. Chat Search, add, or invite American \$272.00 February Dillon Set status here Charles Milloux Amy Spingole Shameka Dawson We appreciate each and every opportunity to serve you. Alexandra Howard Sincerely, The Allegro Law Client Services Team 800-295-8025 Amenda Culdivelli Anna Warren Elizabeth Legg Erica Jordan Felicie Monte Gina McCaskill Marie ette Hell  $S_{i,j} = S_{i,j} \times \dots \times S_{i,j} \times$ 1 Bunk to Select h. Result: Arabbo Report spills Dobbs

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New Allegro Frequently Asked Question Videos

Deer Allegro Law Client,

I would like to take this apportunity to invite you to visit the new Frequently Asked Questions ("FAQ") section of our website at:

What you will find is a series of 15 videos created by Allegro Law to address certain questions commonly relead by our clients. Allegro Law is continuously striving to improve the tools, information and service provided to our many clients, and the addition of the FAQ videos is simply one example of how we intend to ensure that our ident experience is emong

Allegro Law understands that our clients interact with a number of Customer Service employees and third-party referrel agents, and therefore it is important that a considerat answer is provided to client quantities, regardless of whom the client is speaking with. As a result, we conducted a survey with some of our clients, as well as our Customer Service staff, to identify the most frequently ested questions raised by our offents. Overall we created a flat of approximately 30 FACs, all of which will eventually be seed as an FAQ video on the website. The first 15 FAQ videos are currently available for viewing at limited and will ultimately be added to the website. We will notify you as soon as they are available

Allegro Law will use all 30 FAQ videos as training tools for both our Customer Service staff and third-party referral agents. We also intend to proactively communicate with our clients by sending copies of the FAQ videos vie emit. Our goal is to produce and provide a considerent messes for our clients to their commonly assed questions. We are considere that the more information our clients have, the better the overall client experience will be. Allegro Law sliveys has our client's best interests in mind. I encourage you to check the website frequently for new information and updates.

Andy Signature.gif

#### Give The Bounce to Counterfelt Check Scams

(NAPS)—A new scam is swinding consumers: checks that seem legitime to both bank employees and consumers, but that are counterfolt and leave unsuspecting consumers footing the bill.

The Federal Trade Commission has a new brochure, "Giving the Bounce to Counterfeit Check Scarms," which explains common angles used in these scarms, the responsibilities of banks and consumers when it comes to counterfeit checks, and advice on how to avoid them.

While the angles used by scem artists may very, the basics of the counterfeit check scam remain the same. The consumer receives a generous check with an explanation that he or she has just won generous cracer, was an expension true, no or ser ness just won an event, a prize, a lottery or some other windfall. The consumer is instructed to deposit the check and wire a portion back to pay fees, toxes or the lite. The consumer deposits the check, the bank credits the funds to the consumer's account and the consumer where the money to the sender. Some time leter, both the bank and the consumer learn the check was

Unfortunately, the consumer is out of lucic The money that was wired carft be retrieved and, by law, the consumer is responsible for check--even though he or she didn't know it was take. e for the deposited The FTC advises consumers not to rely on funds from checks unless they Into I to derive the person who give them the check or, better yet, until the bank confirms that the check has cleared.

Other tips:

Throw away any offer that axis you to pay for a prize or a gift, if it's free or a gift, you shouldn't pay for it.

Resist the urge to enter toreign lotteries. It's tlegal to play a foreign lottery through the mail or the telephone, and most foreign lottery

solicitations are phony.

3/4/09 February 2008 Darle

PMail

"Why are creditors still calling me even now that I am on you program?

Legally you over the debt. Original creditors have the right to confect you as an alternat to collect on the debt. We by to alleviate the stress associated with these phone calls by making every possible step to direct the convenients to our office for example Letters of Representation are sent to all creditions listed on your program which helps to reduce phone calls as they will contact us regarding your accounts.

"When can I expect my first debt to be settled?"

Settlement to an accrual process time needed to accrue sufficient traids to regotints a settlement will vary on your monthly payment and account belience. We can not finalize a settlement with our sufficient funds you each time we regotiate an acceptable and affordable set

"Can I miss a scheduled payment?"

We do not encourage clients to miss we so not encourage classes to mass any program payments as it will prolong the program. However, we do understand that emergency situations do come up. We will try to work with any client that has legitimete seasons for missing a payment.

"Who can legally contact me to collect on unpaid debt?"

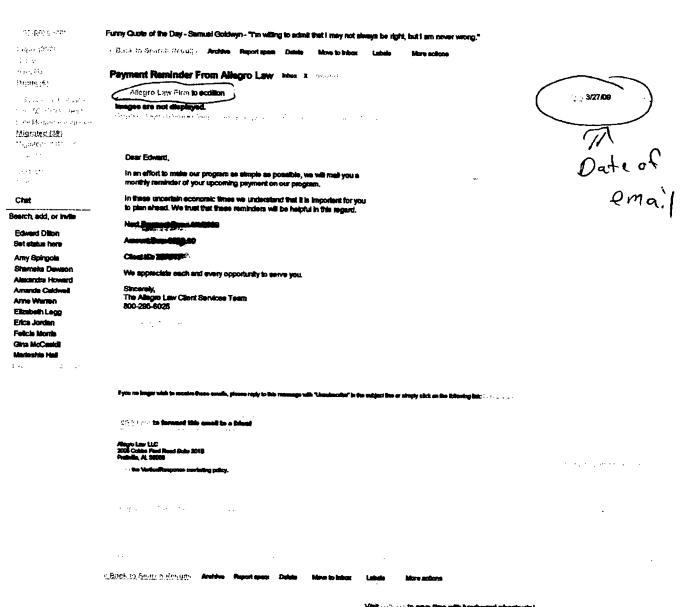
Credit Gran Credit granters are compenies that grant you credit (the credit card)

Collection Agencies
These agencies are tired by the
creditor to collect on the unpaid debt

Attorneys Collection agencies will usually by to collect on your unpaid debt for 60 days. If unsuccessful in collecting and the unpaid debt is substantial, the unpaid debt will go to an outside attorney for the final collection and or logal action.

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Alexander Howard Amerala Caldwell

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#### Tips for Older Americans to Recognize and Report a Telephone Scam

Telementating fraud effects millions of people every year, and many of these scens target older Americans. Scenmar's weree include worthless rrediced discount packages, costly trial offers, and phony prescription drug plans. The FTC offers these tips to help you determine a caller's intentions and avoid these sceme

#### Misleading Medical Discount Packages

Some medical discount plans are legitimate ways to save money. But others claiming to provide big discounts from hundreds of providers for a wide range of services, from doctor visits and dental exame to hospital stays and prescription drugs, fail to make good on those claims. To make sure a discount plan lent just a weste of money.

- Ask for a list of providers who participate in the plan.
   Ask for a website where you can get more information. If your medical or derital providers don't participate, see whether other doctors in your area accept the plan and will give you the discount
- the plan promises.

  Investigate the details of any plan carefully. Pay special investigate the occurrency attention to the refund policy.

  The to calculate what your total payment for a
- . Do the meth. Try to calcula discount plan will be for a given amount of time.
- Call your local consumer protection office, state Attorney General, or Better Business Bureau to find out whether other consumers have complained about the business offering the

#### Prescription Drug Plan Pressure

Soam artists claiming to represent Medicare Part D prescription drug plans may call and talk to you about a plan. But what they really want is personal information they can use to steel your identity. Or, sometimes actual plan providers call and use high-pressure sales tactics or make false claims to sign you up for a plan that may not even cover the drugs you take. If you're considering a Part D plich, you should:

- . Know the rules. The law spells out what Medicare Part D providers may and may not do. For example, they can't ask you for payment over the phone or charge you a fee to enroll in a plan. If a caller breaks these rules or makes you uncomfortable, and the call.
- Keep all personal information safe. Don't give it out until you're sure that a company is working with Medicare and its product is approved by Medicare. That includes your credit cand, bank account, Medicare, or Social Security number.

The FTC's new consumer education compaign — Who's Calling? Recognize & Report Phone Press! — uses videos, articles, and other resources to educate consumers about how to recognize telemerketing scerns. To learn more about how to protect yourself from phone freud and report a scern, visit file gov/phone/rend. The website is also evallable in Spenish at the appartmentation and

#### Work-At-Home & Business Opportunity Scams

Scarn artists lure both would-be entrepreneurs and people looking for horns-besed work with false promises of big earnings for little effort. They pitch their trausitient offerings on the phone, and through websites, informercials, and classified add that are designed to get you to cell them.

If you receive a call from a telementator offering you a way to make lots of money, remember that financial success generally requires hard work.
Think twice before you invest your money or your time. Here are some tips to lesso in mind:

If you're considering a work-at-home opportunity:

ate work-at-home program aponeous should tell you --- in writing --what's involved in the program they are selling. Ask the promotor:

er still calling me "Why are cred even now that I am on your

471.09

Legally you own the debt. Original creditors have the right to contact you as an attempt to collect on the debt. We try to allowate the stress associated with these phone calls by making every possible step to direct the conversation to our office for example Letters of Representation are sent to all creditors listed on your program which helps to reduce phone calls as they will contact us regarding your accounts.

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Settlement to an accrual process; the time needed to accrue sufficient funde to negotials a settlement will vary on your monthly payment and account belance. We can not final hanest will a settlement with out sufficient funds in your account however we will notify you each time we negotiate an acceptable and affordable settlement

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"Who can legally contact me to collect on unpaid debt?"

Credit Granters Credit granters are compartes that grant you credit (like credit card companies).

Collection Agencies
These agencies are bired by the
creditor to collect on the unpaid debt from the consumer.

Collection agencies will usually by to collect on your unpaid debt for 60 days. If unsuccessful in collecting and the unpaid debt is substantio unpaid debt will go to an outside stomey for the first collection and or lecal action.

4/22/201

1 of 1

# PROOF OF WAGE GARNISHMENT AND HOLDS ON MY REGIONS BANK ACCOUNTS



04/21/2010

#### NOTICE OF HOLD

2008077LT LINCOLN COUNTY CIRCUIT/COUNTY COURT Mississippi

EDWARD DILLON 1800 LINKS BLVD, APT 5311 TUSCALOOSA, AL 35405-4871

RE: Bank Account Withholding and Legal Processing Fee Court Gamishment Case # 2008077LT

Dear Customer:

Pursuant to the garnishment / levy detailed below, we have withheld funds from your account(s) as follows:

A Court Garnishment order withholding \$5,105.61 was processed on against your bank account(s) listed below. Available funds have been withheld and will be or have been lawfully paid on unless the ordering authority provides a prior release.

| Date       | Account Type | Account Number |
|------------|--------------|----------------|
| 04/21/2010 | Checking     | xxxxxxx9606    |
| 04/21/2010 | Savings      | xxxxxx4811     |

If you have an exemption claim or other objection to this Court Garnishment, contact the ordering authority immediately:

LINCOLN COUNTY CIRCUIT/COUNTY COURT

P O BOX 357 BROOKHAVEN, MS 39602-0357 **601-835-3440** 

In accordance with our Customer Agreement, a single processing fee of \$100.00 will be debited to your account, number xxxxx9606, on the day referred to above.

Should you have any questions regarding the Garnishment / Levy, please contact the ordering authority <u>listed above</u>.

Regions Bank Garnishment / Levy Department W6XN4



04/23/2010

#### NOTICE OF HOLD

2008078LT
LINCOLN COUNTY CIRCUIT/COUNTY COURT
Mississippi

EDWARD DILLON 1800 LINKS BLVD, APT 5311 TUSCALOOSA, AL 35405-4871

RE: Bank Account Withholding and Legal Processing Fee Court Gamishment Case # 2008078LT

**Dear Customer:** 

Pursuant to the garnishment / levy detailed below, we have withheld funds from your account(s) as follows:

A Court Garnishment order withholding \$8,391,29 was processed on against your bank account(s) listed below. Available funds have been withheld and will be or have been lawfully paid on unless the ordering authority provides a prior release.

| ł | Dale       | Account Type | Account Number |
|---|------------|--------------|----------------|
|   |            | Checking     | oxxxx9606      |
| l | 04/23/2010 | Savings      | ooxxx4811      |

if you have an exemption claim or other objection to this Court Garnishment, contact the ordering authority immediately:

LINCOLN COUNTY CIRCUIT/COUNTY COURT

P O BOX 357 BROOKHAVEN, MS 39602-0357 601-835-3440

In accordance with our Customer Agreement, a single processing fee of \$0.00 will be debited to your account, number (no fee charged), on the day referred to above.

Should you have any questions regarding the Gamishment / Levy, please contact the ordering authority <u>listed above</u>.

Regions Bank Gamishment / Levy Department W6XN4

# **CHECK FROM ALLEGRO**

Allegro Law, LLC

| 3 *********363.98          |   | EDWARD DILLON  | EDWAI                         | ORDER OF       | ORDI              |
|----------------------------|---|--|-------------------------------|----------------|-------------------|
| DATE: 5/27/2009            |   |  |                               | PAY TOTHE      | PAY               |
| 000715                     | STERLING BANK Montgomery, AL 61-339/622 | Allegro Law, LLC<br>IOETA DS 1<br>847 S. McDonough Street, Suite 100<br>Montgomery, AL 36106 | Allegro<br>IOL TA<br>847 S. I | ROALLEGRO LAW  | ∂ <b>&gt;</b> ALL |
| Check Total: 363.5         | 5 5/27/2009 EDWARD DILLON               | 5/27/2009 EDWARD DILLON  | 5/27/                         | 00715          | Check: 000715     |
|                            |   |  |                               |                |                   |
|                            |   |  |                               |                |                   |
|                            |   |  |                               |                |                   |
| 0.00 363.94                | 363.94                                  | client refund  | clien                         | 052609         | 5/26/2009         |
| Discount Amount Net Amount | Amount                                  | Comment  |                               | Invoice Number | Date              |

Case 10-30

ş.đ."

EDWARD DILLON 390 ROYAL ST Bogue Chitto, MS 39629

\*THREE HUNDRED SIXTY-THREE AND 94 / 100

Claim 18-1 F leg 05/19/10

Desc Main Document Page 23 of 25

## **OUT OF POCKET EXPENSE**

Case 10-30631 Claim 18-1 Filed 05/19/10 Desc Main Document Page 24 of 25



Check Into Cash 1911 Skyland Blvd. Tuscaloosa, AL 35405 (205) 507-1058 Teller: Gerrie Snow

Öne Stop Money Shop

Invoice No.: 3059524

**Customer Information: 11100393** 

EDWARD DILLON 1800 Links Blvd Apt 5708 Tuscaloosa, AL 35405-6079

#### **INVOICE DETAIL**

| Defendance of the second   | A CONTRACTOR OF THE PARTY OF TH | THE VIDE OF THE | at A g  | TO MARKET      |
|--|--|-----------------|---------|----------------|
| Check - Payroll Printed  | 121556   | \$1,666.66      | \$50.00 | <br>\$1,616.66 |
| Maria de Companya de Caracteria de Caracteri |  | 100 March 200   |         |                |

Customer Signature:

Licensee Signature:

Thank you for your business!

Have you thought of a Visa® Prepaid Reloadable card?
Prepaid cards are convenient and secure.
They help control your finances and are accepted anywhere Visa Debit cards are accepted, even online!

Buth growthy the continue has partially been been been been and the continuence of the co

VISA
WAY NOT BE AND ABLE THALL SEGMENT

**Amount Due Customer:** 

\$1,616.66

Check Into Cash Tuesday, May 04, 2010 1:32 PM

### Middle District of Alabama Claims Register

#### 10-30631 Allegro Law LLC

Judge: William R. Sawyer

Chapter: 7

Office: Montgomery

Last Date to file claims:

Trustee: Daniel G. Hamm

Last Date to file (Govt):

Creditor: (2112394) Edward Claudell Dillon, Jr. 1800 Links Blvd., Apt. #5708 Claim No: 18 Original Filed Date: 05/19/2010 Original Entered Status: Filed by: CR Entered by: CS,

Tuscaloosa, AL 35405

Date: 05/20/2010

riginal Entered Modified:

Unsecured claimed: \$15411.90

Total claimed: \$15411.90

History:

<u>Details</u>

18-1 05/19/2010 Claim #18 filed by Edward Claudell Dillon, Jr., total amount claimed:

\$15411.9 (CS)

Description:

Remarks:

#### **Claims Register Summary**

Case Name: Allegro Law LLC Case Number: 10-30631

Chapter: 7
Date Filed: 03/12/2010
Total Number Of Claims: 1

|                | Total Amount Claimed | Total Amount Allowed |
|----------------|----------------------|----------------------|
| Unsecured      | \$15411.90           |                      |
| Secured        |                      |                      |
| Priority       |                      |                      |
| Unknown        |                      |                      |
| Administrative |                      |                      |
| Total          | \$15411.90           | \$0.00               |

# UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF ALABAMA (MONTGOMERY)

In re: Allegro Law, LLC Case No. 10-30631

#### DOCUMENTS APPENDED TO CLAIM

On September 8, 2010, the document(s) identified below were appended to Claim No. 26 for the reason(s) indicated:

Stipulation/Order: Docket No. \_\_\_\_\_\_.

New Supporting Document(s).

Letter dated \_\_\_\_\_ requesting of Withdrawal of Claim No. \_\_\_\_\_.

Notice of Withdrawal of Claim filed \_\_\_\_\_, Docket No. \_\_\_\_\_, for Claim No. \_\_\_\_\_.

Other: Additional information sent to Chanhassen by the Trustee to be included as supporting documentation.



# Client ID# 631 787047

#### TABLE OF CONTENTS

| Welcome Letter                     |   |   | Page 3  |
|------------------------------------|---|---|---------|
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| Know Your Rights                   |   |   | Page 6  |
| Client Responsibilities            |   |   | Page 7  |
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| Privacy Policy and Opt-Out Form    |   | · | Page 14 |





- Loans without collateral are low priority. Most credit card debts, doctor and hospital bills, and other debts, such as open accounts with merchants, and similar debts are low priority. You have not secured any property with these debts, and in the short term, creditors cannot hurt you.
- Do not move a debt up in priority because a creditor or debt collector threatens to sue you. Many threats to sue are not carried out. Even if the creditor does sue, it will take a while before the collector can seize any property, and much of your property may be exempt from seizure.
- Court judgments against you move a debt up in priority, but less than you think. After a collector obtains a court judgment, that debt is often higher priority because the creditor can now ask a court to seize certain pieces of property, wages, and bank accounts. However, as to whether or not it is a serious threat will depend upon your states law, the value of the property, and your income.
- Debt collection efforts should never move up a debt priority. Be polite to the debt collector, but make your own choices. Debt collectors are unlikely to give you good advice. Debt collectors may be most aggressive when trying to get you to pay debts that should be paid last, if at all. You should never listen to what a debt collector says until you have had time to contact your lawyer or paralegal.
- Threats to ruin your credit record should never move up a debts priority. Many collectors that threaten to report your delinquency to a credit bureau have already done so. If the creditor has no yet reported the status of your account to a credit bureau, it is unlikely that a collector hired by that creditor will do so.
- Refinancing is rarely the answer. You should always be careful about refinancing. It can be very expensive and it can give creditors more opportunities to seize your important assets.

You have retained this law firm because you can no longer afford the required payments to your creditors each month. The objective is to achieve a settlement on the balances owed to your creditors. Although in our experience, creditors accept settlement offers, we must disclose that there are inherent risks with not making payments to your creditors. Some of these risks include: (1) late fees, penalties, and interest will continue to accrue on the consumers debt until the creditors accept and receive a settlement; (2) a creditor(s) may still sue to collect on the debts and garnish your wages; (3) interest rates applicable to the debt may increase; (4) any money saved in negotiating a settlement with a creditor must be treated as income for tax purposes; and (5) a debt settled for less that the full amount owed may result in a negative notation on your credit report.

Phone: (800)295-6025 Fax: (800)664-1335

www.allegrolaw.net



#### Know Your Rights

It is important that you are aware of your rights regarding credit billing, debt collection and credit reporting. The Federal Trade Commission ('FTC') has produced consumer friendly summaries of the primary Federal Acts that protect consumers in regards to credit and debt collection activity. Three such Federal Acts are the Fair Credit Billing Act, Fair Credit Reporting Act and Fair Debt Collection Practices Act. We encourage you to visit the FTCs website at www.ftc.gov to read the summaries and familiarize yourself with your rights. The primary Federal Act you should be aware of as a participant in our Debt Negotiation Service is the Fair Debt Collection Practices Act. We encourage you to familiarize yourself with it.

Fair Debt Collection Practices Act (http://www.ftc.gov/bcp/conline/pubs/credit/fdc.pdf)

- 'Provides guidance for fair debt collection practices and prohibits certain methods of collection. that is in dispute.
- 'Specifies that if a consumer hires an attorney, the debt collector must contact the attorney, not the consumer, regarding the debt.
- <sup>3</sup> Protects consumers from abusive debt collection activity that is in dispute.
- Debt Collectors may not use threats of violence or harm. that is in dispute.
- <sup>3</sup> Debt Collectors may not repeatedly use the telephone to annoy someone.
- Debt Collectors may not state that you will be arrested if you do not pay your debt.

While outside of the scope of our Contract, the Fair Debt Collection Practices Act grants a consumer the right to sue for violations of the Act. We encourage you to document any debt collection activity you feel is in violation of the Fair Debt Collection Practices Act.

Although it has been proven that most creditors accept settlement offers Allegro Law would like to disclose to you that there are inherent risks associated with a debt negotiation service. Such risks include your accounts being sent to collections, your creditors charging late fees, judgments being filed against you, your wages being garnished, creditor phone calls and/or other measures in an attempt to collect moneys owed during the debt negotiation process. It is possible that your creditors may take legal action against you. It is critical that you immediately notify us if you become aware of any legal action taken against you, and immediately provide us with copies of any legal documents you may receive.

If a lawsuit(s) is filed, Allegro Law is committed to minimizing the effects, and expediting the settlement of your accounts, however Allegro Law has not been retained for litigation purposes.

ALLEGRO LAW

Phone: (800)295-6025 Fax: (800)664-1335

www.allegrolaw.net

Shortly after receipt of your first payment Allegro Law will send written correspondence to any original creditor and/or debt collection organization that you identify in the Contract as currently representing your debt. If, during the overall Debt Negotiation process, a new debt collection organization contacts you, simply forward their contact information and/or written correspondence to Allegro Law and we will send written correspondence That correspondence will inform the creditor/debt collection organization that you are now being represented by Allegro Law. Doing so will trigger certain Federal rights as granted by the Fair Debt Collection Practices Act. One such right is the requirement of the debt collector to now contact your attorney in regards to the debt. From that point forward, any attempt to contact you directly may be considered a violation of the Fair Debt Collection Practices Act.

#### **IMPORTANT NOTE:**

It is not uncommon for a debt collector to claim that they have not been contacted by Allegro Law. A debt collector may do this in an attempt to rattle the Client into thinking that Allegro Law is not doing any work on our Client's behalf. Such a tactic is intended to fracture trust and pressure the Client into canceling their Contract with Allegro Law and paying the debt collector in full. Do not allow yourself to succumb to such debt collection pressure. Copies of the letters sent to your creditors and/or debt collectors are maintained by Allegro Law. Simply contact Customer Service and request that we resend the correspondence to the creditor and/or debt collector, or, request a copy to be sent to you so that you can produce the letter in the event a debt collector claims it does not exist. We are here to help.

### IF YOU ARE CONTACTED BY A THIRD PARTY DEBT COLLECTOR YOU ARE RESPONSIBLE TO SAY THE FOLLOWING

'I have hired an attorney to assist me in paying off my debts. My attorney has informed me that in accordance with the Fair Debt Collection Practices Act that you must from this point forward contact my attorney related to this matter, and that any attempt to contact me again would be a violation of my rights. I can provide you with the contact information for my attorney. My attorney has sent correspondence to the original creditor. I do not believe that I have a contract with your organization. If you can produce the original contract associated with this debt, I would be happy to provide it to my attorney.'

Provide debt collectors with the following Allegro Law contact information and hang up the phone.

Allegro Law, LLC 223 Wall Street # 177 Huntington, NY 11743

(631)940-2411

#### DO NOT:

- 1. DO NOT SAY that the debt is yours or that you owe the money.
- 2. DO NOT AGREE to make any payments to the debt collector.
- 3. DO NOT ENGAGE in a conversation with the debt collector other than to make the statement outlined above.

Remember, a debt collector is a telemarketer paid to collect money. They will lie and mislead you in an attempt to convince you to make payments on the account.

#### DO NOT AGREE TO ANYTHING

Follow the instructions of your attorney. Most important, if any debt collector claims that your attorney has not sent them anything contact us immediately with their information.

Phone: (800)295-6025 Fax: (800)664-1335

www.allegrolaw.net



#### Contact and Payment Information

#### Account Information

You have been assigned a unique Clant low which is 707047 This number identifie.

#### Contact Us

Teams of dedicated Allegro Law, LLC Specialists are here to support you. They can be read calling (800)295-6025 or by Fax at (800)664-1335. Hours of Operation are Monday thru Frid thru 6:00PM EST.

For email correspondence please use the following address: dscs@allegrolawfirm.com

For sending correspondence please use the following address:

Allegro Law, LLC 223 Wall Street # 177 Huntington, NY 11743

For Sending payments please use the following address:

Allegro Law, LLC 223 Wall Street # 201 Huntington, NY 11743

#### Payment Information

If you mail your payments, please write your Client ID# 787047 or Social Security Number on the payment item. This will help ensure your payments are applied to the correct account in a timely manner. Please make all payments payable to: Allegro Law, LLC.

If your payments are made by Electronic Funds Transfer (EFT), we will continue processing your payments each month on the reoccurring date you selected through your counselor, until you advise us otherwise. If you want to discontinue the Electronic Funds Transfer, you must contact a Settlement Specialist five (5) business days prior to your pre-selected debit date.

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#### NOTICE TO CONSUMERS

If you are having financial difficulty, you may feel overwhelmed and powerless. During periods of financial hardship, you may not have the resources to pay pressing debts, to meet family needs, and to get legal help. You may feel helpless to fight debt collectors pressing you for payment or threatening to seize your home, car, or other possessions.

We will help you make the best choices possible despite difficult financial circumstances. We will help you decide whether there are debts you can ignore and what your options might be when you cannot ignore a particular debt. Most important, we will make sure that your rights as a consumer are protected. Many state and federal laws are designed to help people facing financial hardship.

Most people in financial distress will first want to deal with the worst symptoms of a deteriorating financial situation. However, you should never make a decision based upon what a debt collector tells you. If you have an issue, have the debt collector call your attorney to confirm what they have just said, either directly or on a conference call.

When your financial condition is such that you cannot meet your monthly payment requirements, we are here to develop a long-term strategy to deal with your debt problems. This strategy involves figuring out those debts that you need to repay, and understanding the likely consequences if you cannot pay certain debts.

The first discipline you need to learn is to keep a log of your income and expenses for a few months. You should have already submitted an income statement worksheet to the lawyer referral firm that referred you to our law firm. We will verify that we have this information.

The second discipline is determining the priority of your debt. Debts with collateral are top priority. These include mortgages, rent, car loans, and loans secured by household goods. Debts without collateral are low priority debts. These include credit cards, charge cards, medical bills, gasoline cards, payday loans, and loans from family and friends.

The third discipline involves identifying which debts should be paid first.

- Always pay your family necessities. This means food and unavoidable expenses.
- Next pay your housing related bills. Pay your mortgage or rent if at all possible. If you own a home, pay your non-deferrable real estate taxes and your insurance unless they are included in your monthly payment. Failure to pay these bills can result in the loss of your home or apartment. If you are having a serious problem that requires you to move, you might stop paying the mortgage or rent. When you do so, do not spend this money. Save this money as a fund to use when you move, and to put down any required down payment.
- Pay the minimum required to keep your essential utility service. You should pay the minimum payment necessary to avoid disconnection. It would not make sense to work hard to keep your house or apartment only to not be able to live there because of no utility service.
- Pay car loans or car leases if you need to keep your car. If you need your car to get to work or for other essential transportation you should make your car payment your next priority after food, housing costs, and utilities. You may want to pay for the car first if the car is necessary to keep your job.
- You must pay your child support debts. A child support debt will not go away. If you need to modify a final order of child support obligation, then do it. You will have to prove that your financial condition has dramatically changed, and some states have minimum thresholds. However, if you do not make these payments, you can lose your license and go to jail.
- Income tax debts are a high priority. You must pay income taxes you owe that are not automatically deducted from your wages. You must file your federal income tax returns, even if you do not have the money to pay the tax liability. The government has powerful collection rights that other creditors do not have, particularly if you do not file your returns. If your income has been reduced due to a change in circumstances, you can have your tax liability reduced.

#### **Client Privacy Notice**

#### How We Use and Protect Your Personal Information

Dear Client,

We are committed to protecting the privacy and security of our clients personal information and ensuring the accuracy of such information. We collect information about you to enable us to complete your credit counseling and debt management program, conduct our business in a manner consistent with federal and state laws and regulations, provide you with information and offers on services to meet your future needs, and to satisfy legal requirements. We will give you a new Client Privacy Statement whenever we change our privacy policies or practices, and this statement replaces any prior statements about our information practices. You may be concerned about issues of privacy in connection with the following:

- What kind of personal information we have, and where we get it.
- What we do with the personal information we have about you.
- How we protect that information.
- How you can find out what information we have about you.
- What choices you have about information sharing.

This notice principally governs our use of nonpublic personal information. Non-public personal information generally means financial information that is identified with you and is not obtainable from a public source.

What kind of personal information do we have, and where do we get it?

In conducting our business, we collect and maintain various types of information about our clients including the following:

- Information that we receive directly from you in applications and other forms that you deliver to us and from communications with you, which may include information such as your address, telephone number, Social Security number, assets, income, and the types, balances and account numbers of your credit accounts.
- Information we compile from your transactions or experiences with us, which may include your account balances and payment history and information we receive from other sources such as when your creditors verify your credit or other-type relationship with them. This may include information such as your employment history, loan and/or credit card payment history and balance.
- Demographic or other information we assemble about you, which is not assembled for the purpose of determining your eligibility for credit counseling or any other product or service you request.
- Also, when you visit our web site, we may collect information to measure the use of our site and to assist us in improving the content of our site; however, we do not collect information about visitors to our web sites unless you voluntarily choose to provide it.

What do we do with the personal information we have about you?

#### THE LAW OFFICES OF

#### DANIEL G. HAMM

#### A • PROFESSIONAL • CORPORATION

560 SOUTH McDonough Street; Suite A - Montgomery, Alabama 36104
Tel. 334-269-0269 Fax 334-323-5666

DANIEL G. HAMM
ATTORNEY AT LAW
CERTIFIED PUBLIC ACCOUNTANT

dhamm@dghlegal.com

KATHY D. RYAN ATTORNEY AT LAW

August 24, 2010

Tinamarie Feil BMC Group, Inc. Post Office Box 3020 Chanhassen, MN 55317-3020

Re: Allegro Law, LLC
Chapter 7 - Bankruptcy Case No. 10-30631

Dear Ms. Feil:

This letter follows your conversation with Kathy regarding documents we have received from the Bankruptcy Court. As per your request we are enclosing the following documents:

- 1. Proof Claims Forms
- 2. Proof of Claims Register
- 3. New Addresses for Allegro Clients
- 4. Attorneys for Allegro Clients
- 5. Consent to Service by Email Forms

Sincerely,

DANIEL G. HAMM

DGH/cmb Enclosures: