UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF ALABAMA	PROOF OF CLAIM	
In re: Allegro Law, LLC	Chapter 7 Case Number: 10-30631	
NOTE: See Reverse for List of Debtors/Case Numbers/ important details. This for 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 expensible pursuant to 11 U.S.C. § 503.	he nse may be Check box if you are aware that anyone else has filed a proof of claim relating to	
Name of Creditor and Address: the person or other entity to whom debtor owes money or property	the your claim. Attach copy of statement giving particulars.	
DISHMON, NAN 9145 DON ROSS DR RR 1 ANGUS, ON LOM 1B		If you have already filed a proof of claim with the
		If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.
Creditor Telephone Number (705 - 331 - 5372 Name and address where payment should be sent (if different from a	RECEIVED	THIS SPACE IS FOR COURT USE ONLY
Name and address where payment should be sent in different from a	SEP 20 2010	Check this box to indicate that this claim amends a previously filed claim.  Claim Number (if known):
Payment Telephone Number (705 - 331 - 537)	2 BMC GROUP	Filed on:
1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 9.03.  If all or part of your claim is secured, complete item 4 below; however, if all If all or part of your claim is entitled to priority, complete item 5.	•	item <sup>4</sup> 4.
Check this box if claim includes interest or other charges in addition to the	principal amount of claim. Attach itemized sta	
2. BASIS FOR CLAIM: Pay off Bank One, W.	reverse side \	OR: e scheduled account as:
Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information	ecured Claim Amount: \$  Amount of arrearage and other	DO NOT include the priority portion of your claim here.  charges as of time case filed included in secured claim,
Value of Property: \$ Annual Interest Rate.		Basis for Perfection:
PRIORITY CLAIM     Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.	Priority Claim Amount: \$	Include <u>ONLY</u> the priority portion of your unsecured claim here.
You MUST specify the priority of the claim:  Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).  Wages, salaries, or commissions (up to \$11,725*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).	services for personal, family, o  Taxes or penalties owed to gove	ord purchase, lease, or rental of property or r household use -11 U.S.C. § 507(a)(7).  vernmental units - 11 U.S.C. § 507(a)(8).  agraph of 11 U.S.C. § 507(a) ().
Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).		stment on 4/1/13 and every 3 years thereafter ced on or after the date of adjustment.
6. CREDITS: The amount of all payments on this claim has been cred 7. SUPPORTING DOCUMENTS: Attach redacted copies of suppor statements of running accounts, contracts, court judgments, mortgate evidence of perfection of a security interest. (See instruction 7 and contracts)  7. Support of the property of the payments of the payment	dited for the purpose of making this proceeding documents, such as promissory names, and security agreements. You may definition of "redacted" on reverse side.)  DO N	of of claim. otes, purchase orders, invoices, itemized y also attach a summary. Attach redacted copies of
The original of this completed proof of claim form must be sent ACCEPTED) Deadline for filing proof of claims is November 29.	t by mail or hand delivered (FAXES N	
	, 2010.  BY HAND OR OVERNIGHT DELIVERY TO	Allegro Law
BMC Group, Inc	BMC Group, Inc Attn: Allegro Law Claims Processing	
PO Box 3020	18750 Lake Drive East Chanhassen, MN 55317	0000000
DATE . SIGNATURE: The person filing this claim rous	st sign it. Sign and print name and title, if any,	of the creditor or other person authorized to file this
9/13/10 claim and stayle address and tel	lephone number if different from the notice ac	ddress above. Attach copy of power of attorney, if any.

Penalty for presenting fraudulent claim is a fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 AND 3571

# INSTRUCTIONS FOR PROOF OF CLAIM FORM - DEADLINE NOVEMBER 29, 2010

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

# ITEMS TO BE COMPLETED IN PROOF OF CLAIM FORM (IF NOT ALREADY PROPERLY FILLED IN)

## Court, Name of Debtor, and Case Number:

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example Central District of California), the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the Claims Agent, BMC Group, some or all of this information may have been already completed.

 Debtor Name
 Case No

 Allegro Law, LLC
 10-30631

## Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

# 1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete item 4. Check the box if interest or other charges are included in the claim.

## 2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

# 3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

# 3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

# 4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

# 5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

# 6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

# 7. Supporting Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d).

Do not send original documents, as attachments may be destroyed after scanning.

## Date and Signature:

The person filing this proof of claim <u>must</u> sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

# Date-Stamped Copy

Return claim form and attachments, if any. If you wish to receive an acknowledgement of your claim, please enclose a self-addressed stamped envelope and a second copy of the proof of claim form with any attachments to the Claims Agent, BMC Group, at the address on the front of this form.

Please read – important information: upon completion of this claim form, you are certifying that the statements herein are true.

Be sure all items are answered on the claim form. If not applicable, insert "Not Applicable."

# **DEFINITIONS**

# DEBTOR

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

# CREDITOR

A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

# CLAIM

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

# PROOF OF CLAIM

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the court-appointed Claims Agent, BMC Group, at the address listed on the reverse side of this page

# SECURED CLAIM Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

# UNSECURED NONPRIORITY CLAIM

If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

# UNSECURED PRIORITY CLAIM Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

# **Evidence of Perfection**

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other

# INFORMATION

document showing that the lien has been filed or recorded.

# Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

# Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

FOR INFORMATION ON THIS CASE VISIT WWW.ALLEGROBANKRUPTCY.COM - WEBSITE MAINTAINED BY THE CHAPTER 7 TRUSTEE

Allegro Law, LLC 223 Wall Street # 201 Huntington, NY 11743 Phone: (800)295-6025 Fax: (866)384-3330 www.allegrolaw.net

Nan Dishmon 4481 Cox Drive, Stow, OH 44224 OP 20.2 Effective Date: 3/19/2008 Revision 0

# **CONTRACT TO EMPLOY**

This Agreement made effective as of the 12 day of April, 2008 in Montgomery County, Alabama between Allegro Law, LLC, mailing address 847 S. McDonough St, Suite 100, Montgomery, AL 36106 herein referred to as "Firm" and Nan Dishmon, hereafter referred to as "Client." Client and Firm in some instances referred to as the "Parties."

In consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

- 1. Services: Firm agrees to provide debt settlement services to Client under the terms and conditions of this agreement. Firm and their agents will negotiate with creditors on the Client's behalf for reduction of unsecured debt and also establish a payment schedule for the Client for the purposes of accumulating funds for settlement and payment of service fees. Firm shall respond promptly to Client and creditor inquiries and communications. Upon acceptance of Client into the program, Firm will provide a Debt Settlement Program Summary Estimate, an Estimated Debt Settlement Payout Schedule, a Payment Agreement, a List of Creditors included in the Program, including a description of creditors that are not eligible, along with further information about the program. Firm will advise Client of all good faith offers made by the creditors and debt collectors, and their acceptance of any offers made by Firm. Firm will not settle any account without the approval of the Client, who has absolute discretion to accept or reject any offer. This representation does not include defense of claims and allegations raised by third parties against Client. This agreement shall be construed as consummated in the State of Alabama and all services are performed in the State of Alabama.
- Compensation of Firm: In consideration of the services to be performed by Firm, Firm 2. shall receive from Client a non-refundable Processing Fee in an amount equal to \$59.99 per month. Also, there will be a one-time set-up fee of \$25.00 per account. In addition, there will be a fee in an amount equal to 16.00% of the total debt placed with the Firm. Your Payment Schedule shall be \$244.00 per month for a period of approximately 30 months with a Setup Fee of \$25.00 added onto the 1st payment, in accordance with the attached Estimated Debt Payout Schedule. In the event that the Client has accumulated a sufficient Set-Aside Amount, described further below, and allowed the Firm sufficient time, but in every case not less than 30 months, to attempt to reach a settlement on Client's behalf, and Client has fulfilled their obligations under the Payment Schedule during that period of time, and Firm is not able to negotiate a reasonable settlement for a particular debt, Firm will refund to Client that portion of the fees paid by Client in relation to that particular debt, exclusive of the non-refundable processing fee. In some states, State Law prohibits attorneys from maintaining escrow or trust accounts on behalf of a client when such accounts are used to pool money to be distributed to creditors.
- 3. Responsibilities of Client: Client shall be truthful and cooperative, make all payments and settlements agreed upon, notify Firm of any change of address, e-mail address, telephone

numbers, change in income, ability to pay creditors, and of any developments affecting the scope of this contract. Client will forward all correspondence from creditors to Firm. Client will not discuss his or her financial situation with creditors or discuss potential settlement options with creditors. Firm shall receive cleared funds monthly from Client to be placed into Firm's escrow account for the purpose of (a) establishing a Set-Aside Amount intended to be distributed to Client's creditors upon a settlement being successfully negotiated or until termination and (b) paying Processing Fees. The number of months that funds are to be set aside and the amount to be set aside each month will be determined by Firm and agreed upon by the Client. Additionally, Client shall not apply for any credit or extension of credit with existing creditors during the program. In addition, (a) Client will reasonably consider Firm's recommendations regarding any potential settlements; (b) Client will inform Firm of any credit account(s) that may have a cosigner, may be secured by personal property or wages, or any accounts that are not enrolled with Law Firm and are held by the same creditor of an enrolled account, prior to enrollment with Firm.

4. Client Set-Aside Amount. Client understands that in order pay settlements negotiated with creditors by Firm, he or she needs to have funds available for payment. An estimate of the total amount of money necessary to fund potential settlements and a suggested monthly Set-Aside Amount is provided on the attached Estimated Debt Payout Schedule.

This amount is based on information Client has provided to Firm and projections by Firm based on industry standards and metrics. Such projection includes the fees paid to Firm. Client understands that most creditor balances go up during the course of a debt settlement program and individual results will vary for each Client. All bases for the assumptions statement are estimations only and are not intended to be guarantees of performance or savings. The suggested Set-Aside Amount is also based upon the creditor information provided by Client and is merely a suggestion of a minimum amount that may be required for settlement with Client's creditors. Client's actual amount needed to reach a settlement may vary. Client may set aside additional funds at any time. Firm does not make regular monthly payments to Client's creditors. Under the suggested client Payment Plan, the fees paid to Firm are collected in its entirety by Firm before any monies would be accumulated by Client and paid in negotiated settlement of enrolled debt.

- 5. Obligations of Both Parties Regarding Settlements. Firm will inform Client of the amount, and the terms and conditions of all reasonable, written settlements offers. Firm will not settle Client's account without approval of Client, who possesses the absolute right to accept or reject any settlement offer. Client will notify Firm IN WRITING by mail, email, or facsimile of any settlement offers made directly to Client, verbally or written, from any enrolled creditor. CLIENT WILL MAKE ALL SETTLEMENT PAYMENTS AND AGREEMENTS DIRECTLY WITH CREDITOR. CLIENT POSSESSES THE ABSOLUTE RIGHT TO ACCEPT OR REJECT ANY SETTLEMENT.
- 6. Information Use and Credit Report Authorization. Client authorizes Firm to request, receive and discuss any and all information about Client's debt, the causes of any financial hardship (including medical problems), and any other information, including Client's consumer credit reports, which is or becomes pertinent to settlement negotiations. Client authorizes Firm to run Client's credit report(s) as needed to assist the Client in attempting to reduce and/or resolve outstanding debts. Client agrees to indemnify and hold Firm harmless of any loss, liability, or damage by any reason thereof. This authority is assignable and transferable.
- 7. Power of Attorney: Client hereby gives Firm Client's power of attorney to execute all documents connected with the subject matter of the Agreement, including any documents necessary to retain local counsel for Client.

- 8, Payments: Client authorizes the Firm to deduct all payments due under the Payment Schedule, including all settlement funding, Fees or other applicable charges, via Electronic Payment Authorization from Client's checking or savings account. The Firm requires a minimum notice of five(5) business days to change any scheduled electronic fund transfers from Client's bank account. There is a \$30.00 fee for each Non Sufficient Funds (NSF).
- 9. Non-payment of Minimum Payments: Client acknowledges that they have voluntarily discontinued making payments to their creditors because they can no longer afford to make their minimum payments on their unsecured debts as well as pay their necessary living expenses. Client acknowledges that non-payment of minimum payments to creditors will result in derogatory credit information being transmitted to the major credit reporting agencies, and will result in debt collection actions being taken against Client. Client also understands that the Fair Debt Collection Practices Act prohibits third party debt collectors from engaging in certain behavior. In the event that any negative effect is caused to Client's credit profile, Client hereby agrees to waive any claims against Firm and shall hold Firm, its principals, employees and agents harmless for all claims related to such damage to Client's credit.
- 10. Termination: Firm may cancel this contract if Client fails to make any payments as set forth in the Payment Schedule, if Client misrepresents or fails to disclose any material facts, fails to cooperate, if client acts contrary to Firm's advice, if client does not return Firm's phone calls in a timely manner, if Client fails to make two (2) consecutive monthly payments of fees, if anything else occurs that in Firm's judgment impairs an effective business relationship, or if otherwise breaches Client's duties hereunder. Client has the right to terminate Firm services for any reason upon three (3) days written notice. If Client chooses to terminate Firm services without cause, all fees are immediately due and payable, and non-refundable. However, if client is not 100% completely satisfied with Firm's services, and Client notifies Firm within the first 30 days of representation, Client shall receive a complete refund. Client is hereby notified that cancellation of this contract, whether by the Client or the Firm, terminates the terms and conditions of the contract prospectively from the date of cancellation. Client holds Firm harmless for any adverse consequences pertaining to the Client's debts enrolled as part of this contract, that may result from services performed under this contract prior to cancellation, including, but not limited to, the closing of any or all such debts.
- 11. Hold Harmless: Client agrees to hold Firm, its agents, administrators, executive directors, employees, officers and directors harmless of any liability or damage arising from Firm's administration of the Program or this Agreement, including, but not limited to, suits, garnishments, levies, repossessions, or the like.
- 12. Entire Agreement: This agreement embodies the entire understanding and agreement between both parties and all previous understandings, representations, statements, undertakings and agreements, written or oral, are canceled, withdrawn and/or have merged into this agreement. This Contract may be amended by Firm at any time upon 20 days notice of such an amendment. In the event any one or more provisions contained hereof for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision within this Agreement, all of which shall remain in effect.
- 13. Venue/Jurisdiction: This agreement shall be governed by the laws of the State of Alabama. Any action to enforce this agreement, or otherwise institute litigation against any party whether in law, equity, tort, or contract shall only be brought in Montgomery County, Alabama.

- 14. Client Disclosures. Client agrees they have received and read the Process Verification, attached hereto. In addition, the Client agrees that:
- 14.1 Firm does not and will not provide any credit repair, tax, or investment advice. Client should seek the advice of an independent professional to obtain this type of advice.
- 14.2 Client results will vary based on individual circumstances. Any individual creditor may use a number of different criteria in determining that creditor's willingness to settle a debt or the amount acceptable in settlement, including, but not limited to, the amount of debt, the current status of the debt, the reasons you are seeking these services, the type of debt and the amount of your disposable income.
- 14.3 Firm does not guarantee the cessation of all telephone calls or correspondence related to collections.
- 14.4 The Agreement between Firm and Client does not include any representation for any cause of action or claim for damages brought against Client by creditor(s), which Client acknowledges is a possibility. It also does not include counter claims or appeals in which Customer is a party.
- 14.5 LAW FIRM CANNOT MAKE AND HAS NOT MADE ANY GUARANTEES REGARDING RESULTS.
- 14.6 Client's delinquent accounts may continue to accrue interest and late fees until the accounts are settled. Client also understands creditors may continue to impose other penalties as a result of delinquent payments, including but not limited to: the reporting of adverse information to credit bureaus, the filing of a lawsuit to collect subject debts if the creditor is unwilling to accept a settlement offer, or Client is unable to propose a settlement offer acceptable to the creditor. Furthermore, Client understands that negative information that will appear on Client's credit report as a result of participating in the Firm's debt settlement program will remain on credit reports following the completion of the program.
- 14.7 When a creditor settles Client's debt, a savings of \$600 or more off what Client owed may be reported by creditor to the IRS as Discharge of Indebtedness income.
- 14.8 Client acknowledges that Firm has not nor shall it take any actions to disrupt the relationship between Client and any creditors or persons with whom Client has any contractual or business relationship. Client further acknowledges that Firm has not provided Client with any advice or recommendations regarding the reduction or termination of payments to creditors. Client has engaged Firm for the sole purpose of negotiating a resolution of said creditors within the Agreement.
- 15. Miscellaneous.
- 15.1 Consent to Electronic Communication. Client acknowledges that, in connection with our work on this matter, Firm may correspond or convey documentation via internet e-mail unless Client expressly requests otherwise and that neither Client nor Firm has control over the performance, reliability, availability, or security of internet e-mail.
- 15.2 Privacy Policy. Client agree to the terms of Firm's Privacy Policy, attached hereto. This policy may change from time to time as set forth therein. Among other things, the policy includes important information on what information Firm collects about you, how Firm uses that information, and with whom Firm shares that information (for example, to provide you certain services, to protect Firm's rights and interests, to respond to legal process, to facilitate a merger, etc.). Also, to ensure the quality of Firm's services and for other lawful purposes, Firm

may also monitor or record calls between the Parties (for example, Client conversations with customer service, sales departments or processing agents). If Client does not agree with the terms of Firm's Privacy Policy, Client should not purchase or use Firm's services.

- 15.3 Limitation of Obligation. Force Majeure Firm and/or its associates shall not bear the responsibility of obligations if non-fulfillment is caused by Force Majeure (Acts of Godsuch as, but not limited to; a fire or hurricane.) The liability of obligation shall/may be postponed until the Force Majeure or the resulting effects are eliminated.
- 15.4 Attachments. All attachments to this Agreement are herein incorporated by reference. In the event of a conflict between an attachment and the terms and conditions of this Agreement, the terms of this Agreement will control.
- 15.5 Assignment and Amendment. Client may not assign this Agreement, or any part of it, to any other party. Firm may modify this Agreement at any time, by providing Client with 20 days notice of such an amendment. If Client does not accept the terms of any superseding agreement and/or provisions, Client has the right to discontinue the services provided by Firm by providing written notice to Firm.
- 15.6 Providing Notice to Each Other Under the Agreement. Except as the Agreement specifically provides otherwise, notices must be provided in writing.
- 15.7 Signatures. By signing the Agreement, Client authorizes Firm to act as their agent, for the limited purpose of negotiating, obtaining, and discussing their financial information with creditors. Client also acknowledges receiving a copy of this Agreement and its attachments. A faxed signature on this Agreement shall be considered the same as an original.
- 16. Client acknowledges that it has read the attached Consumer Credit File Rights under State and Federal Law and understands the terms thereof.
- 17. Processing Company. Client agrees that Firm may use one or more third party processing companies, including Seton Corp., with its principal office located at 311 Crossways Park Drive, Woodbury, New York 11797 ("Service Company") for the purpose of providing to Client services under this Agreement.

Client acknowledges that it has read the foregoing Contract to Employ, understands the terms thereof and has had an opportunity to obtain legal counsel to consult with it regarding the terms and conditions contained herein and that the Client voluntarily signs here consenting to the terms and conditions and the imposition of the obligations and rights granted by virtue of this Contract to Employ. Client acknowledges that this is NOT a Debt Consolidation program, and that the services provided by Allegro Law, LLC are intended as a last resort for consumers who can no longer afford to make payments to their creditors as well as afford their necessary living expenses.

Client has informed Firm that they have voluntarily discontinued making payments to their creditors because they can no longer afford to make their minimum payments on their unsecured debts as well as pay their necessary living expenses. Client understands that their voluntary decision to stop making payments to their creditors will result in Client falling past due with respect to their enrolled debts and, as a result, creditors will report Client as late to the credit bureaus, which will have a negative impact on Client's credit.

YOU MAY CANCEL THIS AGREEMENT, WITHOUT ANY PENALTY OR OBLIGATION, AT ANY TIME BEFORE MIDNIGHT CENTRAL TIME OF THE 3rd BUSINESS DAY THAT BEGINS

THE DAY AFTER YOU AGREE TO IT BY ELECTRONIC COMMUNICATION OR BY SIGNING IT BY RETURNING THE ATTACHED "NOTICE OF RIGHT TO CANCEL" FORM. IF YOU DO NOT REVOKE THIS AGREEMENT WITHIN THE THREE (3) DAY REVOCATION PERIOD, THEN THE TERMINATION PROVISIONS OF SECTION 10 SHALL APPLY.

Allegro Law, LLC is a limited liability corporation. Our attorneys are admitted for practice in Alabama only. For cases outside of Alabama Allegro Law, LLC lawyers will request assistance from an associate with one of our contracted affiliate attorneys located throughout the country. An associated attorney will be compensated through Allegro Law, LLC according to the work performed, in full compliance with the Alabama Rules of Professional Conduct.

The hiring of a lawyer is an important decision that should not be based solely on advertisements. Before you decide, ask us to send you written information about our Attorney / Lawyer qualifications and experience.

This Firm does not provide information on services that relate to Bankruptcy to assisted persons.

I have read the Retainer Agreement and I accept the above terms. Sign Electronically Client First Name: Nan Last Name: Dishmon 299580925 **Social Security:** Date of Birth: 02/04/1958 **Client IP Address:** 71.72.50.49 4/12/2008 1:51:07 PM Signed Date: Or Sign and Return to Our Office Allegro Law, LLC 223 Wall Street # 201 Huntington, NY 11743 (866)384 Phone; (800)295-6025 www.lallegrolaw.net Client Signature Client Name-(Rlease Print) Co-Client Signature Date (If Joint on Bank Account) Co-Client **Co-Client Name** (Please Print) Social Security Allegro Law, LLC  $\Box$ 

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

Phone: (800)295-6025 Fax: (866)384-3330

www.allegrolaw.net

# Notice To Consumers IMPORTANT PLEASE READ

While the hiring of an attorney is a strong strategy when dealing with debt collectors, you must realize that none of the creditors or third party debt collector's rights are affected by the hiring of an attorney.

(1) Creditors and credit reporting agencies will report the consumer as late and the consumer's credit score will be negatively impacted throughout the duration of the service; (2) late fees, penalties, and interest will continue to accrue on the consumer's debt until the consumer's creditors accept and receive a settlement or until the debt is charged off or sold; (3) a consumer's creditors may still sue to collect on the debts and garnish the consumer's wages in those states which permit wage garnishment for unsecured debt; (4) a creditor may raise the interest rate and/or lower the maximum credit limit on any debts included in the program, as well as unsecured debts not included in the program; (5) any money a consumer saves in negotiating a settlement with a creditor must be treated as income for tax purposes if the discharged amount is equal to or greater than \$600; and (6) a debt settled for less than the full amount owed is not the same as a debt that is paid in full in terms of reporting on the consumer's credit report.

# Authorization

I hereby engage ATTORNEYS, its agents, subcontractors, and affiliates to manage the processing of my account during the term of this Retainer Agreement. These services will include receiving and depositing my funds, negotiating settlements, terms and conditions, extensions, and/or deferments of my accounts. In addition, I authorize the review of my financial situation with creditors.

By signing this Authorization, I hereby acknowledge that I have read the Retainer Agreement and accept and consent to all of the terms set forth in the Retainer Agreement.

This agreement shall not be deemed effective until it is received by ATTORNEYS, signed and dated.

**V** 

I have read the Authorization Agreement and I accept the above terms.

Sign Electronically			
Client			
First Name :	Nan		
Last Name :	Dishmon		
Social Security :	299580925		
Date of Birth :	02/04/1958		
Client IP Address :	71.72.50.49		
Signed Date:	4/12/2008 1:51:07 PM		FCDCInterFin
Or Sign and Return to O Allegro Law, LLC 223 Wall Street # 201 Huntington, NY 11743 Phone: (800)295-6025 Fax www.fallegrolaw.net Client Signature Client Name (Please Print) Co-Client Signature (If Joint on Bank Account) Co-Client Name (Please Print) Allegro Law (DLC	a GIOIN	Date Social Security Date Co-Client Social-Security	e Sign e Sign

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

Phone: (800)295-6025 Fax: (866)384-3330

www.allegrolaw.net

Nan Dishmon 4481 Cox Drive, Stow, OH 44224

# **EFT Agreement**

Allegro Law, LLC is hereby authorized to initiate reoccurring debits from my:

Account: Checking

Routing Number: 041200555 Account Number: 4743007913 First Payment Date: 05/18/2008

First Pay: \$269.00 incl Setup Fee of \$25.00 Reoccurring Debit Day: 18 starting on 06/18/2008

Amount: \$244.00 for program duration

I understand that the funds transferred to Allegro Law, LLC will be debited on or about the dates stated above. (If the debit date is not a business day, then the debit will be processed on the next business day.) The monthly debit date and dollar amount are subject to change with my consent. I understand that my verbal approval will be accepted and that a confirmation will be sent when the dollar amount or when the date is changed.

I understand that this authorization is to remain in full force and effect until Allegro Law, LLC receives notification from me of its termination, which must be received at least 5 business days before the scheduled debit date. I also understand that if the authorized debit is returned for any reason the Return fee of \$30.00 (subject to change) will be assessed and added to my next debit. I agree to the terms and conditions set forth on this form.



I have read the EFT Agreement and I accept the above terms.

Sign Electronically			
Client	<u></u>		•
First Name :	Nan		
Last Name :	Dishmon		
Social Security :	299580925		
Date of Birth :	02/04/1958		
Client IP Address :	71.72.50.49		
Signed Date:	4/12/2008 1:51:07 PM		FCDCInterFin
Or Sign and Return to C Allegro Law, LLC 223 Wall Street # 201 Huntington, NY 11743 Phone: (800)295-6925 Fax  www.allegrolaw.net Client Signature Client Name (Please Print) Co-Client Signature (If Joint on Bank Account) Co-Client Name (Please Print) Allegro Law (DLC) By:	SIGIN	Social Security  Date  Co-Client Social-Security	Sign P Sign P

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

Phone: (800)295-6025 Fax: (866)384-3330

www.allegrolaw.net

Nan Dishmon 4481 Cox Drive, Stow, OH 44224

# **Limited Power of Attorney**

I/We, Nan Dishmon located 4481 Cox Drive, Stow, OH 44224 hereby appoint Allegro Law, LLC and its attorneys, as my attorney-in-fact, with full power to represent me in negotiating the validity, reduction, settlement, and payment as may be required, of accounts owed to my creditors.

I/We also authorize Allegro Law, LLC to request and receive confidential credit and account information from creditors, credit reporting agencies, and other third parties who are involved with my credit issues. I further authorize Allegro Law, LLC to release a copy of this Limited Power of Attorney to my creditors.

I have read the Limited Power of Attorney Agreement and I accept the above terms. Sign Electronically Client First Name: Nan Last Name: Dishmon 299580925 **Social Security:** Date of Birth: 02/04/1958 **Client IP Address:** 71.72.50.49 Signed Date: 4/12/2008 1:51:07 PM Or Sign and Return to Our Office Allegro Law, LLC 223 Wall Street # 201 Huntington, NY 11743 Phone; (800)295-6025 www.allegrolaw.net 101 Client Signature Client Name (Please Print) **Social Security Co-Client Signature** Date (If Joint on Bank Account) **Co-Client Name** Co-Client (Please Print)

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

Phone: (800)295-6025 Fax: (866)384-3330

www.allegrolaw.net

Nan Dishmon

4481 Cox Drive, Stow, OH 44224

PROCESS VERIFICATION
This document serves as verification that I understand fully the debt negotiation process as explained below and also confirms I am able to address situations that may occur throughout the course of my enrollment with Allegro Law, LLC (AL).

- 1.I understand that a Referral Company will refer my file to Allegro Law, LLC, and that the Referral Company is a referral service, not the Law Firm itself.
- 2.I understand the representative with the Referral Company has only explained the Allegro Law Firm services, and is not licensed to provide me with legal advice. That the Referral Company does not charge me a fee for their services or debit my account.
- 3. Allegro Law, LLC is a debt negotiating firm that will attempt to negotiate work-out agreements between me and my creditors. All negotiations are handled by licensed attorneys and their support staff.
- 4. This is NOT a loan; nor is it a debt consolidation, debt adjustment, or credit counseling program. AL will NOT be making monthly payments on my behalf to my creditors. The monthly payments that I make to AL will accumulate to settle my accounts and satisfy attorney fees for services rendered. AL will not perform any services until receipt of my first payment. All fees are nonrefundable.
- 5.I understand that I have, or soon will, voluntarily discontinued making payments to my creditors because I can no longer afford to make my minimum payments on my unsecured debts as well as pay my necessary living expenses
- 6.I understand that my voluntary decision to stop making payments to my creditors will result in me falling past due on my enrolled debts, and, as a result, my creditors will report me as late to the credit bureaus which will have a negative impact on my credit.
- 7.I have been advised not to open any new lines of credit or attempt to qualify for any new loans until legal services have been completed. It may take from 12-48 months for this service to be completed depending
- 8.I understand that AL cannot prevent me from receiving debt collection calls. I understand that debt collection calls will occur subsequent to retaining Firm.

Allegro Law, LLC

- 9.1 understand that through it has been proven that most creditors accept settlement offers that AL is required to disclose that there are inherent risks associate on the settlement of the creditors send that the creditor phone calls and/or other measures in an attempt to collect moneys owed during the debt negotiation process.

  Huntington, NY 11743 10.I understand that I have entered into various contracts with several national banks and for reasons beyond my control I may be all the contracts. I am retaining AL because I cannot afford to make the minimum payments due on my unsecured debts and pay my necessary living expenses.
- www.allegrolaw.net 11.I understand that I cannot continue to use any of the accounts included in this process and that the creditors have the right to close the accounts, and they accounts are settled.

  Estimated Debt Settlement Payout Schedule may continue to charge late fees and penalties until the
- 12.I understand that I cannot have any credit cards, loans, insurance, or bank accounts (checking, savings, CD's etc.) related to or connected with any account and/or any creditor included with this process. I understand that distribute loads from the credit limit on those debts as a result of non-payment of monthly minimums in regards to debts included in this process ced on: 4/12/2008 1:51:07 PM
- 13.I understandthat standthat standt
- continm AL has received said occument(s).

  Phone: (800)526-7231 x

  14.I understand that there are costs involved with the setup and maintenance of the debt negotiation program which equate to 16.00% of my total debt and a \$59.99 monthly administration fee. In addition, there is a one time set-up (3250) 345-combined total costs in my case equal \$513.00 which has already been included in the payment plan.
- 15.1 understan Ert Hall; untrade rick Walfied on the Count negotiation program and none of the accounts included are Secured Debt, Payday Loans, Student Loans or Cash Advances.
- 16.I have not received correspondence from a law firm in relation to any of these accounts and none \$9,034,20 <==== It status or have received a Summons to appear in court
- Estimated Settlement To Creditors: 17.1 understand that my approximate initial payment(s) are \$244.00 for approximately 1 mon \$4,066.00 monthly reoccurring payments thereafter are \$244.00 for approximately **Estimated Fees:** \$3,270.17
- 18.I have given the authorization Estimated Settlement Annount wife es: \$7,335,56
- 19.I understand that should I need to change stop de stip aate of Amounte Sawadia request must be submitted A அவெள்ள business days prior to the payment date

vo rodd arid raily driderstarid trie above	mormation. Tee Fayineiit Schedu	ie		
I have read the Written	Verification and I acceptup accept term	ms. \$25.00	added to first payment	
Client	Electronically =	\$3,270.17		
Avg Estima	rea worming mance of Fees:	\$80.30	/ 18 months	
Last Name : Estimated E	Dishmon Blance Needed for Program:		(includes monthly fees)	
Social Security :	1299580925	\$7,510.30	(includes monthly lees)	
Date of Birth :	02/04/1958 Monthly Payment.	\$244.00	<====	
Client IP Address :	មុញអ្វទ្លៅ₄grogram Payments:	30		
Signed Date:	4/12/2008 1:51:07 PM			FCDCInterFin
Client-Signature Client Name (Please Print) Co-Client Signature (If Joint on Bank Account) Co-Client Name	Sur Office  S[g]	Allegro Law, LLC 223 Wall Street #20 Huntington, NY 117- Phone: (800)295-60 www.allegrolaw.net Date Social Securi  Date Co-Client	13 25 Fax: (866)384-3330	
(Please Print)		Social Securit	v	n l

Sign Electronica	ally			
Client				
First Name :	Nan			
Last Name :	Dishmon			
Social Security :	299580925			
Date of Birth :	02/04/1958			
Client IP Address :	71.72.50.49			
Signed Date:	4/12/2008 1:51:07 PM			
Or Sign and Retu	ırn to Our Office			
Allegro Law, LLC				
223 Wall Street # 201	•			
Huntington, NY 11743 Phone: (800)295-6025				
www.allegrolaw.net	31 ax. (000)00+ 0000			
Client Signature			Date	
Client Name				
(Please Print)			Social Security	
Co-Client Signature				
(If Joint on Bank Account)		***	Date	
Co-Client Name			Co-Client	
(Please Print)			Social Security	

<sup>\*\*</sup>Disclaimer: The total debt information contained in this Exhibit A Payment Schedule is based upon information provided by the prospective client. Where information has not been provided or is unavailable, approximate balances have been agreed upon between the Client and representative providing the consultation. The prospective client acknowleges that any change between the approximated balance agreed upon for purposes of generating this Payment Schedule, and the actual current balance of any debt enrolled into the program may impact the balance and payment information contained herein.

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

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

# **DOCUMENTS APPENDED TO CLAIM**

On October 1, 2010, the document(s) identified below were appended to Claim No. 955

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 Creditor to be included as supporting documentation.

10 0018 FPS0-088-1-8880-089-1 Send Inquivies for Captal One: P.O. B.w 20205 • Std. Line: Din. UT 6413 Fieve a queution allout a charge on your si Picare rely to the billing highlis Summan, on the felgiou geologic con way to the becarded RECEIVED

WARLS THEFAIL

Account	Summary
Account	Norther

	Account Number 4559-5000	8-0075-2244	Previous Balance		\$2,923.66
	Statement Closing Date	12/20/07	Credits & Payments	•	\$500.00
	Minimum Payment of \$100:00 due i	by 01/16/08	Purchases & Other Cha	urges +	\$0.00
	Credit Line	\$3,000.00	Cash Advances	+	\$0.00
:	Available Credit Line as of 12/20/07	<b>\$</b> 505.78	FINANCE CHARGE	4	\$70.56
:	Available Credit for Cash Advances as of 12/20/07	\$505.00	NEW BALANCE	· you = ger:	\$2,494.22
.*	Days in Current Billing Cycle	29			
					. 1

# Transactions

Date	Description	Amount .
Dec 17	PAYMENT RECEIVED THANK YOU	\$(500.00)

FOR BILLING ERRORS AND IMPORTANT INFORMATION, SEE REVERSE OF PAGE 1

# **Balance Category**

Average Daily Balance	Daily Periodic Corresponding Finance Grace Rate APR Charges Terms
Purchase - Current Cycle \$465.45	.0842%* 30.74%* \$11.37 Term A
Cash - Quirent Oyole \$2,423.87 Effective ANNUAL PERCENTAGE RATE (APR): 29.30%	0842%* 30.74%* \$59.19 Term B

The Corresponding APR is the rate of interest you pay when you carry a balance on purchases or cash advances. The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

For 24-hour Automated Account Information, please call 1-866-892-WAMU(9268) or visit us at www.wamucards.com Your account is issued by Washington Mutual Bank, Henderson, NV.

# WaMu ID Theft Inspect® Premier

# We'll fight ID theft, so you can rest easy.

Millions of Americans fall victim to identity theft every year. Protect yourself today by signing up for ID Theft Inspect® Premier. With your membership, you'll get:

- Reports and scores from all three credit bureaus
- Monitoring of your credit information every business day
- Access to fraud specialists if there's a problem
- Surveillance of Internet chat rooms where credit card information is illegally traded
- Prompt alerts by email, mail, phone, or text

Sign up for ID Theft Inspect Premier today.\*

Simply initial the enrollment box at the top of your payment coupon.

\*See the enclosed ID:Theft Inspect Premier insert for more information.

Man Whom 145 Don Ross Di Angus ON Com 184 Allegro Arct # 767 444 \$5,313.11

\$250.00

\$98.43

\$628.24

\$5,789,78

\$173.00

Mar. 26, 2008

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Feb. 02, 2008 — Mar. 01, 2008

Page 1 of 1

Visa Platinum Account 4862-3626-7860-9291

# **Your Account Information**

TOTAL CREDIT LINE	\$6,000.00
TOTAL AVAILABLE CREDIT	\$210.22
CREDIT LINE FOR CASH	\$6,000.00
AVAILABLE CREDIT FOR CASH	\$210.22
. '	

# Finance Charges (Please see reverse for important information)

	Balance rate		Corresponding APR	FINANCE CHARGE
Purchases	\$229.91	0.04425% P	16.15%	\$2.95
Cash	\$2,084.28	0.06367% P	23.24%	\$38.48
SpecialTrans	\$3,107.86	0.04425% P	16.15%	\$39.88

ANNUAL PERCENTAGE RATE applied this period: 23.24%



At Your Service 1-800-903-3637

To call Customer Relations or to report a lost or stolen card



Send payments to:

Capital One Bk(USA), NA • P.O. Box 70884 • Charlotte, NC 28272-0884



Send Inquiries to:

Capital One P.O. Box 30285 • Salt Lake City, UT 84130-0285



OJ VB 6092 30050635

Have a question about a charge on your statement?

Please refer to the Billing Rights Summary on the back of your statement or visit www.capitalone.com/disputes

PLEASE PAY AT LEAST THIS AMOUNT

Payments, Credits & Adjustments

1	15 FEB	PAYMENT	\$250.00

Tra	nsactions			
2	17 FEB	KEYBANK NA/4626 DARROW RD STOW OH		\$202.00
3	18 FEB	CASH FRONT END FEE FINANCE CHARGE		\$6.06
4	18 FEB	CREDITINFORM 866-226-3745		\$4.99
5	21 FEB	KEYBANK NA/4626 DARROW RD STOW OH		\$202.00
6	22 FEB	CASH FRONT END FEE FINANCE CHARGE		\$6.06
7	25 FEB	FIRSTMERIT/840 BRITTAIN R AKRON OH	4	\$162.50
8	26 FEB	CASH FRONT END FEE FINANCE CHARGE		\$5.00
9	01 MAR	PAYMENT PROTECTION 1-888-527-6904		\$56.75
		No. 10 March 1997		

Whether you're in the market for a home equity loan or you're interested in refinancing, Capital One will find a home loan solution to fit your needs. We offer great rates, no hidden fees, and you will receive the one-on-one attention of the same personal loan consultant from call to close. Visit www.capitalonehomeloans.com for more information.

N 1BY 767449

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

.These rates may vary.	Effective ANNUAL PERCENTAGE RATE (APR): 29.30%
8 mieT _ 61.88\$ *%+7.06	Cash.: Outrent Cycle \$2,423.87 0842%*
30.74%* Te:rn A	Purchase - Current Cycle \$465.450842%*
APR Charges Terms	Dally Balance, Rate
Corresponding Finance Grace	

Balance Category

# FOR BILLING ERRORS AND IMPORTANT INFORMATION, SEE REVERSE OF PAGE 1.

2012224				
JnuomA 00.003)\$	<del> </del>	HANK YOU	T DEVENT RECEIVED TH	Dec 17
tanomA	-		Description	Date
				Transactions

'Z'464'Z\$	=	NEW BALANCE
19 0 / \$	+	FINANCE CHARGE
0.0\$	+	Cash Advances
10.0\$	+ se6	Purchases & Other Char
10'005\$	-	Credits & Payments
9 626,5\$		Previous Balance

53		)ays in Current Billing Cyole	<b>1</b> 13
\$202,00	70/02/21 to as a	Available Credit for Cash Advance	
84'90\$		Available Credit Line as of 12/20/	
00.000,5\$		enil liber	)
80/81/10 Vd 9	np	00.0012 To Inamys9 muminiN	
12/20/07		Statement Cloning Date	~~ }
\$	99-6997	Account Number	

Account Summary

Fundingion NY 51 43 Phone: (800)295-6025 Fax: (866)384-3330

www.allegrolaw.net

Nan Dishmon 4481 Cox Drive Stow, OH 44224

Alabama

Kentucky

# Allegro Law, LLC **New Client Welcome Package**

# Proudly Representing Consumers Nationwide

North Dakota

Louisiana Arizona Maine 1 **Arkansas** Maryland California Massachusetts Colorado Michigan Connecticut Minnesota Delaware Mississippi District of Columbia Missouri. Florida Montana<sup>®</sup> Georgia Nebraska Hawaii Nevada Idaho New Hampshire Illinois **New Jersey** Indiana **New Mexico** Iowa New York Kansas North Carolina

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

Wyoming



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Allegro Law, LLC 223 Wall Street # 177 Huntington, NY 11743 Phone: (800)295-6025 Fax: (866)384-3330 www.allegrolaw.net



Nan Dishmon 4481 Cox Drive Stow, OH 44224

Dear Nan Dishmon,

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

223 Wall Street # 177 www.allegrolaw.net Huntington, NY 11743 Allegro Law, LLC

ALLEGRO LAW

Phone: (800)295-6025 Fax: (866)384-3330

# Contact and Payment Information

# Account Information

You have been assigned a unique Client ID#, which is 767444. This number identifies your account.

calling (800)295-6025 or by Fax at (866)384-3330. Hours of Operation are Monday thru Friday, 9:00AM thru 6:00PM EST Teams of dedicated Allegro Law, LLC Specialists are here to support you. They can be reached by

yk T

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

For sending correspondence please use the following address

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

For Sending payments please use the following address:

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

# Payment Information

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 you mail your payments, please write your Client ID# 767444 or Social Security Number on the

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

Allegro Law, LLC 223 Wall Street # 177 Huntington, NY 11743 Phone: (800)295-6025 Fax: (866)384-3330

ALLEGRO LAW

www.allegrolaw.net

# 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:**

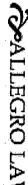
By voluntarily withholding payment to your creditors, your creditors and the credit reporting agencies will report you as late resulting in a negative impact on your credit score. You should consider whether or not this negative impact on your credit score is an acceptable trade-off for the financial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

www.allegrolaw.net Phone: (800)295-6025 Fax: (866)384-3330 Huntington, NY 11743 223 Wall Street # 177





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

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
- consumer, regarding the debt Specifies that if a consumer hires an attorney, the debt collector must contact the attorney, not the
- <sup>9</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

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

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

your accounts, however Allegro Law has not been retained for litigation purposes If a lawsuit(s) is filed, Allegro Law is committed to minimizing the effects, and expediting the settlement of Allegro Law, LLC 223 Wall Street # 177 Huntington, NY 11743 Phone: (800)295-6025 Fax: (866)384-3330

ALLEGRO LAW

www.allegrolaw.net

# \*\*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).

Phone: (800)295-6025 Fax: (866)384-3330 Allegro Law, LLC www.allegrolaw.net Huntington, NY 11743 223 Wall Street # 177





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

# IMPORTANT NOTE

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

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

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

223 Wall Street # 177 Allegro Law, LLC Provide debt collectors with the following Allegro Law contact information and hang up the phone

(631)940-2411

Huntington, NY 11743

DO NOT

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

Phone: (800)295-6025 Fax: (866)384-3330

www.allegrolaw.net

ALLEGRO LAW

# **Client Privacy Notice**

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# 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?



- 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 debt 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.

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 nor	naffiliated third parties.
Please do not contact me with	offers of products or services	by mail or telephone.
Re joint accounts: If either signer owill be governed by that choice.	r co-signer "opt out" by sendin	g in this form, the entire account

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