| UNITED STATES BANKRUPTCY COURT<br>MIDDLE DISTRICT OF ALABAMA | **PROOF OF CLAIM** |
|---|---|
| In re:<br>**Allegro Law, LLC** | Chapter 7<br>Case Number: **10-30631** |

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

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

**THIS SPACE IS FOR COURT USE ONLY**

**Name of Creditor and Address:** the person or other entity to whom the debtor owes money or property

24639641008063

BUXTON, DAVID
790 SOUTH 1680 EAST
PLEASANT GROVE, UT 84062

Creditor Telephone Number (801) 796-8139

RECEIVED
SEP 20 2010
BMC GROUP

Name and address where **payment** should be sent (if different from above):

Same

Payment Telephone Number ( ) Same

☐ Check this box to indicate that this claim amends a previously filed claim.

Claim Number (if known):

Filed on: _____

**1. AMOUNT OF CLAIM AS OF DATE CASE FILED** $ 9,956.00

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.

☐ 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.

**2. BASIS FOR CLAIM:** Services purchased, not fulfilled

(See instructions #2 and #3a on reverse side.)

**3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:** _____

3a. Debtor may have scheduled account as: _____

**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 set off and provide the requested information

**Nature of property or right of setoff:**

Describe:

☐ Real Estate ☐ Motor Vehicle ☐ Other _____

Value of Property: $ _____ Annual Interest Rate: _____ % if any:

Secured Claim Amount: $ _____

Unsecured Claim Amount: $ _____

**DO NOT** include the priority portion of your claim here.

Amount of arrearage and other charges as of time case filed included in secured claim, if any: $ _____ Basis for Perfection: _____

**5. 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.

Unsecured Priority Claim Amount: $ _____

Include **ONLY** 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).

☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).

☐ Up to $2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § 507(a)(7).

☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a) ( ____ ).

** Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

**6. CREDITS:** The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

**7. SUPPORTING DOCUMENTS:** *Attach redacted copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See instruction 7 and definition of "redacted" on reverse side.) If the documents are not available, please explain.

See attached letter and supporting documents

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

**The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) Deadline for filing proof of claims is November 29, 2010.**

**THIS SPACE FOR COURT USE ONLY**

Allegro Law
00000957

**BY MAIL TO:**
BMC Group, Inc
Attn: Allegro Law Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020

**BY HAND OR OVERNIGHT DELIVERY TO:**
BMC Group, Inc
Attn: Allegro Law Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317

**DATE** 9-15-10

**SIGNATURE:** The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

David S Buxton

*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 **must** 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 document showing that the lien has been filed or recorded.

## INFORMATION

**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.

September 15, 2010

BMC Group, Inc.
Attn: Allegro Law Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020

RE: Proof of Claim, Case #10-30631

To Whom It May Concern,

This letter will serve to explain and itemize my financial claim against Allegro Law, LLC, in conjunction with the attached Proof of Claim.

1. In June 2009, I agreed to have Allegro Law, LLC work on my behalf to settle with eight creditors with an approximate total debt of $134,806. (Contract and Estimated Debt Settlement Payout Schedule attached)

2. I paid Allegro Law a total of $12,443.00 over the course of 7 months, between June and December 2009. (Excerpts from bank statements attached)

3. I learned of Allegro Law's legal difficulty in December 2009, several months after they went into Receivership. Since I had not been notified, I was not pleased, and asked Allegro Law to hold my January payment while I researched the situation and considered my comfort level that they would be able to follow through with our 4-year commitment to settle with my creditors. I determined that the level of legal assistance they could provide in the event of troubles with my creditors had been reduced to zero. I believe this was a violation of our contract, even though the contract admittedly offered very limited assurance of legal assistance. I also became convinced that, given Allegro Law's level of legal trouble and pending bankruptcy, they would be unable to fulfill a 4-year term to settle the debts included with our agreement. I therefore cancelled my contract with Allegro Law on February 10, 2010. (Cancellation notice attached)

4. Before terminating our contract, Allegro Law settled with one creditor (Advanta Bank), for $1680 on a debt of $4800. The $4800 represents 3.56% of the $134,806 total debt to be settled in my agreement with Allegro Law.

5. The terms of my contract with Allegro Law stipulate that if Allegro Law is "not able to negotiate a reasonable settlement for a particular debt, Firm (Allegro Law) will refund to Client (me) that portion of the fees paid by Client in relation to that particular debt, exclusive of the non-refundable processing fee." Although I initiated the termination our contract prior to the end of our 4-year agreement, I was fully committed to the entire term under the condition that Allegro Law could fulfill its end of the agreement. I believe the legal travail and bankruptcy of Allegro Law proves that Allegro Law was unable to follow through on a 4-year commitment to me and my creditors, and that the termination of contract was a necessary action caused solely by Allegro Law, which must therefore refund fees in accordance with the contract. Because Allegro Law settled 3.56% of my debt, I believe they are contractually obligated to repay of 96.44% of the applicable fees. (See highlighted excerpts from contract)

6. Based on the above conditions, I have used the following formula to determine my requested claim (numbers rounded to nearest dollar):

| | |
|---|---|
| Total Amount Paid to Allegro Law, LLC | $12,443 |
| Initial Set-up fee | -$25 |
| 7 Months of non-refundable processing fees at $60/month | -$420 |
| Advanta payoff | -$1,680 |
| **Subtotal** | **$10,318** |
| 3.56% of Subtotal, appropriately owed for Advanta creditor settlement | -$362 |
| **Total Claim** | **$9,956** |

Thank you for the opportunity to file a claim. Please let me know if there is any other information I can or should provide.

Respectfully,

David S. Buxton
790 S. 1680 E.
Pleasant Grove, UT 84062
(801) 796-8139 tel.
(801) 820-3123 fax
dsbuxton@comcast.net

ALLEGRO LAW
K. Anderson Nelms, Esq.
Licensed to practice in Alabama

OP 20.3
Effective Date: 12/15/2008
Revision 7

**David Buxton**
**790 South 1680 East, Pleasant Grove, UT 84062**

**CONTRACT TO EMPLOY**

This Agreement made effective as of the 11 day of June, 2009, in Autauga, Alabama between Allegro Law, LLC, mailing address 2005 Cobbs Ford Road, Suite 301B Prattville, Al 36066 herein referred to as "Firm" and David Buxton / Deanna Buxton, 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 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.

Firm has contracted with certain agencies ("agents") to perform certain consulting, customer service, administrative and other operational functions relating to services performed under this Contract. Client understands and agrees that a portion of the fees payable to Allegro Law, LLC by Client under this Contract will be used to fund third-party non-lawyer services providers, as well as Associate Attorneys as necessary in accordance with Section 6 herein. Legal services that are performed under the terms of this Retainer Agreement are performed by the Firm unless otherwise performed by an Associate Attorney in accordance with Section 14.4 herein.

2. Compensation of Firm: In consideration of the services to be performed by Firm, Firm shall receive from Client a non-legal Processing Fee in an amount equal to $59.99 per month. Also, there will be a one-time, non-legal set-up fee of with a Setup Fee of $25.00 added onto the 1st payment, a down payment of . In addition, there will be a fee of 16.00% of the total debt placed with the Firm to be paid over 48 month(s). Your Payment Schedule shall be $1,774.00 per month for a period of approximately 48 months, in accordance with the attached Estimated Debt Payout Schedule. Client understands that all fees are non-refundable unless otherwise covered by the refund policy in Section 11 of this contract. 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 48 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 to 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.

5. Obligations of Both Parties Regarding Settlements. Firm will inform Client of the amount, and the terms and conditions of all reasonable, written settlement 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. Additional Legal Services: This Contract between Firm and Client does not include any representation by Allegro Law, LLC for defense of claims brought against Client by creditor(s), or in pursuit of claims initiated by Client against their creditor(s), both of which Client acknowledges are a possibility. Such claims may include, but are not limited to, lawsuits filed against Client in an attempt to collect on the alleged debt, a summons for Client to participate in an Arbitration Forum, and Client initiated enforcement of potential violations of the Fair Debt Collection Practices Act, Fair Credit Reporting Act and Fair Credit Billing Act. In the event that Client desires additional legal services related to claims arising out of services being provided in accordance with Section 1 herein, Firm will refer Client to an Allegro Law, LLC Associate Attorney licensed to provide legal services in the state of residence of the Client. In instances where Client becomes subject to legal

action by one of their creditor(s) in regard to an alleged debt being serviced under this Contract, Firm will attempt to negotiate settlement or a payment plan acceptable to Client, if Firm is unable to reach a settlement or pay-out plan, Firm will refer Client to an Associate Attorney licensed in Client's state for the purpose of defending the law suit. Firm will compensate Associate Attorney for initial services provided in defense of such action. However, Client acknowledges that additional legal services provided by an Associate Attorney may be provided at the expense of Client, and at the discretion of the Client.

7. 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.

8. 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.

9. 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).

10. 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.

11. 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. 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 of all monies paid to Firm, minus any monies paid by Firm to Client's creditors as settlement payments. 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.

12. 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.

13. 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.

14. 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 Autauga County, Alabama.

15. Client Disclosures. Client agrees they have received and read the Process Verification, attached hereto. In addition, the Client agrees that:

15.1. 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.

15.2. 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.

15.3. Firm does not guarantee the cessation of all telephone calls or correspondence related to collections.

15.4. 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.

15.5. LAW FIRM CANNOT MAKE AND HAS NOT MADE ANY GUARANTEES REGARDING RESULTS.

15.6. 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.

15.7. 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.

15.8. 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.

16. Miscellaneous.

16.1. 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.

16.2. 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.

16.3. 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 God - such 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.

16.4. 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.

16.5. 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.

16.6. Providing Notice to Each Other Under the Agreement. Except as the Agreement specifically provides otherwise, notices must be provided in writing.

16.7. 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.

17. Client acknowledges that it has read the attached Consumer Credit File Rights under State and Federal Law and understands the terms thereof.

18. Processing Company. Client agrees that Firm may use one or more third party processing companies 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.

19. Arbitration Clause. Any dispute arising out of or relating to this contract, or the breach thereof, shall be finally resolved by arbitration administered by the American Arbitration Association under its consumer arbitration rules. The arbitration will be conducted in the English language in the city of Montgomery, Alabama, in accordance with the United States Arbitration Act. There shall b three arbitrators, names in accordance with such rules. Each party shall be responsible for its own expenses associated with the arbitration.

YOU MAY CANCEL THIS AGREEMENT, WITHOUT ANY PENALTY OR OBLIGATION, AT ANY TIME BEFORE MIDNIGHT CENTRAL TIME OF THE 3rd BUSINESS DAY WHICH BEGINS THE DAY AFTER YOU AGREE TO ENROLL IN THE PROGRAM VIA ELECTRONIC COMMUNICATION OR BY SIGNING AND 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.

☑ I have read the Retainer Agreement and I accept the above terms.

**Sign Electronically**

| Client | | Co - Client | |
|---|---|---|---|
| **First Name :** | David | **First Name :** | Deanna |
| **Last Name :** | Buxton | **Last Name :** | Buxton |
| **Social Security :** | 286682715 | **Social Security :** | 526536650 |
| **Date of Birth :** | 04/25/1961 | **Date of Birth :** | 02/07/1960 |
| **Client IP Address :** | 67.177.40.196 | | |
| **Signed Date:** | 6/11/2009 3:16:41 PM | | |

**Or Sign and Return to Our Office**

Allegro Law, LLC
2005 Cobbs Ford Road
Suite 301B
Prattville, AL 36066
Phone: (800)295-6025 Fax: (866)384-3330
www.allegrolaw.net

**Client Signature** _____ **Date** _____

**Client Name (Please Print)** _____ **Social Security** _____

**Co-Client Signature** (If Joint on Bank Account) _____ **Date** _____

**Co-Client Name (Please Print)** _____ **Co-Client Social Security** _____

Allegro Law, LLC
By: _____

Please Sign Please Sign Please Sign Please Sign

ALLEGRO LAW
K. Anderson Nelms, Esq.
Licensed to practice in Alabama

Allegro Law, LLC
2005 Cobbs Ford Road
Suite 301B
Prattville, AL 36066
Phone: (800)295-6025 Fax: (866)384-3330
www.allegrolaw.net

# Estimated Debt Settlement Payout Schedule

Client Name: Buxton, David
Produced on: 6/11/2009 3:16:41 PM
By: James Davenport

Phone: (800)393-9611 x
Fax: (954)278-2823
E-Mail: newaccounts@championdebtrelief.com

| | | |
|---|---|---|
| Total Debt: | **$134,806.00** | <==== |
| Estimated Settlement To Creditors: | $60,663.00 | |
| Estimated Fees: | $24,473.48 | |
| Estimated Settlement Amount w/Fees: | $85,136.18 | |
| Estimated Amount Saved: | $49,669.82 | |

***Fee Payment Schedule***

| | | |
|---|---|---|
| Setup Fee: | $25.00 | added to first payment |
| Estimated Balance of Fees: | $24,473.48 | |
| Avg Estimated Monthly Finance of Fees: | $1,198.28 | / 18 months |
| Estimated Balance Needed for Program: | $85,111.18 | (includes monthly fees) |
| Estimated Monthly Payment: | **$1,774.00** | <==== |
| Estimated Program Payments: | 48 | |

☑ I have received and read the Estimated Debt Settlement Payout Schedule.

## Sign Electronically

| Client | | Co - Client | |
|---|---|---|---|
| **First Name :** | David | **First Name :** | Deanna |
| **Last Name :** | Buxton | **Last Name :** | Buxton |
| **Social Security :** | 286682715 | **Social Security :** | 526536650 |
| **Date of Birth :** | 04/25/1961 | **Date of Birth :** | 02/07/1960 |
| **Client IP Address :** | 67.177.40.196 | | |
| **Signed Date:** | 6/11/2009 3:16:41 PM | | |

## Or Sign and Return to Our Office

Allegro Law, LLC
2005 Cobbs Ford Road
Suite 301B
Prattville, AL 36066
Phone: (800)295-6025 Fax: (866)384-3330
www.allegrolaw.net

**Client Signature** _____ **Date** _____

**Client Name (Please Print)** _____ **Social Security** _____

**Co-Client Signature** (If Joint on Bank Account) _____ **Date** _____

**Co-Client Name (Please Print)** **Co-Client Social Security**

**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.

## *Transaction history* *(continued)*

| Date | Check Number | Description | Deposits/ Credits | Withdrawals/ Debits | Ending daily balance |
|---|---|---|---|---|---|
| 6/22 | | Check Crd Purchase 06/19 Super 8 Motel Logan UT 491986Xxxxxx7607 172940016542532 ?McC=7011 124002971DA90 | | 63.03 | 3,298.77 |
| 6/23 | | POS Purchase - 06/23 Mach ID 000000 Sou USPS 497788Sou USPS 4Pleasant Grovut 7607 ?McC=9402 124002971DA | | 10.35 | 3,288.42 |
| 6/24 | | POS Purchase - 06/23 Mach ID 000000 Mas Computers Mas Computorem UT 7607 ?McC=5732 124002971DA | | 175.28 | |
| 6/24 | 403 | Check | | 114.50 | 2,998.64 |
| 6/25 | | Allegro Law LLC Client Dra 062409 809682000000000 Buxton David | | 1,799.00 | |
| 6/25 | | First Equity Payment 090624 Red Timer Inc 4988820008021726 | | 148.00 | |
| 6/25 | | POS Purchase - 06/25 Mach ID 000000 Sou USPS 497788Sou USPS 4Pleasant Grovut 7607 ?McC=9402 124002971DA | | 17.50 | 1,034.14 |
| 6/29 | | Paypal Transfer 090628 5Zsj23Rctafla Red Timer Inc | 500.00 | | |
| 6/29 | | Check Crd Purchase 06/25 Mas Computers Orem UT 491986Xxxxxx7607 179940020133408 ?McC=5732 124002971DA90 | | 42.74 | 1,491.40 |
| 6/30 | 404 | Check | | 47.00 | |
| 6/30 | | POS Purchase - 06/30 Mach ID 000000 Sou USPS 497788Sou USPS 4Pleasant Grovut 7607 ?McC=9402 124002971DA | | 17.50 | |
| 6/30 | | Monthly Service Fee | | 12.00 | 1,414.90 |
| **Ending balance on 6/30** | | | | | **1,414.90** |
| **Totals** | | | **$6,733.84** | **$6,547.07** | |

*The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.*

**Summary of checks written** *(checks listed are also displayed in the preceding Transaction history)*

| Number | Date | Amount | Number | Date | Amount | Number | Date | Amount |
|---|---|---|---|---|---|---|---|---|
| 402 | 6/2 | 150.00 | 404 | 6/30 | 47.00 | 8003 * | 6/2 | 750.00 |
| 403 | 6/24 | 114.50 | | | | | | |

* *Gap in check sequence*

# Business Savings

## Activity summary

| | |
|---|---|
| Beginning balance on 6/1 | $324.69 |
| Deposits/Credits | 1,306.02 |
| Withdrawals/Debits | - 1,055.74 |
| **Ending balance on 6/30** | **$574.97** |
| Average ledger balance this period | $356.42 |

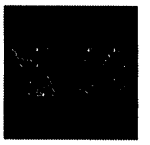
Account number: **3495660957**

**RED TIMER, INC**
**DBA JUST WHAT I WANTED**
**DBA 30 MEALS IN ONE DAY**
**DBA DINNER IS READY**

*Utah account terms and conditions apply*

For Direct Deposit and Automatic Payments use
Routing Number (RTN): 124002971

For Wire Transfers use
Routing Number (RTN): 121000248



***Transaction history*** *(continued)*

| Date | Check Number | Description | Deposits/ Credits | Withdrawals/ Debits | Ending daily balance |
|---|---|---|---|---|---|
| 7/13 | | Capital One Online Pmt 919239910166610 2537972768Buxton Deann | | 236.00 | |
| 7/13 | | Comcast Comcast 071209 4600258078 Buxton,David | | 147.10 | |
| 7/13 | | WF Credit Card Auto Pay 090713 90141190108955 Buxton,C Val | | 96.00 | 1,161.91 |
| 7/14 | | Online Transfer Ref #Ibetdxhjjl From Business Savings for Google Adword Payment | 500.00 | | |
| 7/14 | | Capital One Online Pmt 919539910288093 2506099965Buxton David | | 308.00 | |
| 7/14 | | Endicia-USPS POS Online Pmt 090714 Ckf424604288Neg Buxton David | | 50.00 | 1,303.91 |
| 7/15 | | Check Crd Purchase 07/14 Google_*Adws3937317335 CC@Google.Com CA 491986Xxxxxx7607 196940008975375 ?McC=7311 124002971DA01 | | 501.10 | 802.81 |
| 7/16 | | Paypal Transfer 090716 5Zsj23S44Slu8 Red Timer Inc | 525.00 | | 1,327.81 |
| 7/22 | | Paypal Transfer 090722 5Zsj23Sb95Tku Red Timer Inc | 530.00 | | 1,857.81 |
| 7/23 | | Deposit Made IN A Branch/Store | 267.35 | | 2,125.16 |
| 7/27 | | Online Transfer Ref #Ibefsrszyc From Business Savings Paypal Transfer | 540.00 | | |
| 7/27 | | Online Transfer Ref #Ibexb28G7R From Business Savings for Google Adword Payment | 525.00 | | |
| 7/27 | | Allegro Law Firm Payment 090727 Xx011Y04Atfix Buxton, David | | 1,774.00 | |
| 7/27 | | Check Crd Purchase 07/26 Google_*Adws3937317335 CC@Google.Com CA 491986Xxxxxx7607 208940013082898 ?McC=7311 124002971DA01 | | 528.77 | |
| 7/27 | | First Equity Payment 090724 Red Timer Inc 4988820008021726 | | 144.00 | 743.39 |
| 7/28 | | Check Crd Purchase 07/27 WWW.Costco.Com 800-955-2292 WA 491986Xxxxxx7607 209940009612473 ?McC=5399 124002971DA01 | | 106.75 | |
| 7/28 | | Endicia-USPS POS Online Pmt 090728 Ckf537010479Neg Buxton David | | 50.00 | 586.64 |
| 7/29 | | Check Crd Purchase 07/28 Gs1 US Lawrenceville NJ 491986Xxxxxx7607 210940009793689 ?McC=5999 124002971DA01 | | 158.00 | |
| 7/29 | | Check Crd Purchase 07/27 UT Bus Renewal Web 801-530-6431 UT 491986Xxxxxx7607 210940006352705 ?McC=9399 124002971DA01 | | 15.00 | 413.64 |
| 7/30 | | Paypal Transfer 090730 5Zsj23Snbkyfl Red Timer Inc | 500.00 | | 913.64 |
| 7/31 | | Monthly Service Fee | | 12.00 | 901.64 |
| **Ending balance on 7/31** | | | | | **901.64** |
| **Totals** | | | **$4,907.35** | **$5,420.61** | |

*The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.*

# Business Savings

## Activity summary

| | |
|---|---|
| Beginning balance on 7/1 | $574.97 |
| Deposits/Credits | 1,903.01 |
| Withdrawals/Debits | - 2,090.00 |
| **Ending balance on 7/31** | **$387.98** |
| Average ledger balance this period | $329.35 |

Account number: **3495660957**

**RED TIMER, INC**
**DBA JUST WHAT I WANTED**
**DBA 30 MEALS IN ONE DAY**
**DBA DINNER IS READY**

*Utah account terms and conditions apply*

For Direct Deposit and Automatic Payments use
Routing Number (RTN): 124002971

For Wire Transfers use
Routing Number (RTN): 121000248

## *Transaction history (continued)*

| Date | Check Number | Description | Deposits/ Credits | Withdrawals/ Debits | Ending daily balance |
|---|---|---|---|---|---|
| 8/21 | | Paypal Transfer 090821 5Zsj23Tln83Lq Red Timer Inc | 550.00 | | |
| 8/21 | | Check Crd Purchase 08/20 Google_*Adws3937317335 CC@Google.Com CA 491986Xxxxxx7607 233940008979081 ?McC=7311 124002971DA01 | | 525.78 | |
| 8/21 | 410 | Check | | 150.00 | 3,955.82 |
| 8/24 | | First Equity Payment 090821 Red Timer Inc 4988820008021726 | | 146.00 | |
| 8/24 | | Check Crd Purchase 08/21 Packetel Inc 408-3509100 CA 491986Xxxxxx7607 235940023526171 ?McC=7399 124002971DA01 | | 23.70 | 3,786.12 |
| 8/25 | | Allegro Law Firm Payment 090825 Xx011Y2Wb9Yv7 Buxton, David | | 1,774.00 | 2,012.12 |
| 8/26 | | Amazon.Com Retail Dis 090826 K0Lkczv80I20X9H Payments.Amazon.Com ID#K0Lkczv80I20X9H | 38.61 | | 2,050.73 |
| 8/27 | | Online Transfer Ref #Ibejpxqcvz From Business Savings for Google Adword Payment | 500.00 | | |
| 8/27 | | Check Crd Purchase 08/26 One Minute Millionaire 949-7642640 CA 491986Xxxxxx7607 239940007177103 ?McC=7392 124002971DA01 | | 47.00 | 2,503.73 |
| 8/28 | | Check Crd Purchase 08/27 Cashinaflash/Mv Hansen 949-7642640 CA 491986Xxxxxx7607 240940007259283 ?McC=7392 124002971DA01 | | 9.95 | 2,493.78 |
| 8/31 | | Check Crd Purchase 08/28 Google_*Adws3937317335 CC@Google.Com CA 491986Xxxxxx7607 242940020647469 ?McC=7311 124002971DA01 | | 538.43 | |
| 8/31 | | Monthly Service Fee | | 12.00 | 1,943.35 |
| **Ending balance on 8/31** | | | | | **1,943.35** |
| **Totals** | | | **$12,781.21** | **$11,739.50** | |

*The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.*

**Summary of checks written** *(checks listed are also displayed in the preceding Transaction history)*

| Number | Date | Amount | Number | Date | Amount | Number | Date | Amount |
|---|---|---|---|---|---|---|---|---|
| 407 | 8/14 | 150.00 | 409 | 8/17 | 163.95 | 410 | 8/21 | 150.00 |
| 408 | 8/12 | 231.00 | | | | | | |

# Business Savings

## Activity summary

| | |
|---|---|
| Beginning balance on 8/1 | $387.98 |
| Deposits/Credits | 2,577.02 |
| Withdrawals/Debits | - 2,005.00 |
| **Ending balance on 8/31** | **$960.00** |
| Average ledger balance this period | $389.23 |

Account number: **3495660957**

**RED TIMER, INC**
**DBA JUST WHAT I WANTED**
**DBA 30 MEALS IN ONE DAY**
**DBA DINNER IS READY**

*Utah account terms and conditions apply*

For Direct Deposit and Automatic Payments use
Routing Number (RTN): 124002971

For Wire Transfers use
Routing Number (RTN): 121000248

## *Transaction history* *(continued)*

| Date | Check Number | Description | Deposits/ Credits | Withdrawals/ Debits | Ending daily balance |
|---|---|---|---|---|---|
| 9/21 | | Check Crd Purchase 09/20 Google_*Adws3937317335 CC@Google.Com CA 491986Xxxxxx7607 264940013519310 ?McC=7311 124002971DA01 | | 552.77 | |
| 9/21 | 412 | Check | | 259.00 | 3,537.62 |
| 9/23 | | Deposit Made IN A Branch/Store | 551.97 | | |
| 9/23 | | Online Transfer Ref #Ibemm452Td From Business Savings Paypal Transfer | 700.00 | | 4,789.59 |
| 9/25 | | Allegro Law Firm Payment 090925 Xx011Y5Obspzl Buxton, David | | 1,774.00 | |
| 9/25 | 414 | Check | | 160.00 | |
| 9/25 | | First Equity Payment 090924 Red Timer Inc 4988820008021726 | | 144.00 | |
| 9/25 | | POS Purchase - 09/24 Mach ID 000000 Wal-Mart #5270 Wal-Mart #Lindon UT 7607 ?McC=5411 124002971DA | | 14.08 | 2,697.51 |
| 9/28 | | Paypal Transfer 090926 5Zsj23V5Sw9Z2 Red Timer Inc | 800.00 | | |
| 9/28 | | Online Transfer Ref #Ibe7Zwm2Vf From Business Savings for Google Adword Payment | 500.00 | | 3,997.51 |
| 9/29 | | Paypal Transfer 090929 5Zsj23V9X9Rcg Red Timer Inc | 800.00 | | |
| 9/29 | | Check Crd Purchase 09/28 Google*Adws3937317335 CC@Google.Com CA 491986Xxxxxx7607 272940008274633 ?McC=7311 124002971DA01 | | 546.82 | |
| 9/29 | 413 | Check | | 238.00 | 4,012.69 |
| 9/30 | | Monthly Service Fee | | 12.00 | 4,000.69 |
| **Ending balance on 9/30** | | | | | **4,000.69** |
| **Totals** | | | **$8,381.83** | **$6,324.49** | |

*The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.*

**Summary of checks written** *(checks listed are also displayed in the preceding Transaction history)*

| Number | Date | Amount | Number | Date | Amount | Number | Date | Amount |
|---|---|---|---|---|---|---|---|---|
| 406 | 9/11 | 150.00 | 412 | 9/21 | 259.00 | 414 | 9/25 | 160.00 |
| 411 * | 9/9 | 150.00 | 413 | 9/29 | 238.00 | | | |

* *Gap in check sequence.*

# IMPORTANT ACCOUNT INFORMATION

Effective December 1, 2009, the following changes amend your Business Account Agreement.

In the section of the Agreement titled "ATM Cards And Check Cards," the sub-section titled "Illegal Transactions" is deleted and replaced with the following:

Illegal Transactions
Each person to whom a Card is issued (a "Cardholder") agrees not to use his or her Card or any credit or deposit account linked to his or her Card (each, a "Linked Account") for any transaction that is illegal under applicable law, including, but not limited to, "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder. In addition, we reserve the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through the Card transactions record or otherwise as engaged in such business.

In the section of the Agreement titled "Miscellaneous," after the sub-section "Reordering Checks," the following is added:

## *Transaction history (continued)*

| Date | Check Number | Description | Deposits/ Credits | Withdrawals/ Debits | Ending daily balance |
|---|---|---|---|---|---|
| 10/19 | | Endicia-USPS POS Online Pmt 091019 Ckf384564181Neg Buxton David | | 50.00 | 1,393.24 |
| 10/20 | | Online Transfer Ref #Ibemm76Qmr From Business Savings Paypal Transfer | 525.00 | | |
| 10/20 | | Check Crd Purchase 10/19 Godaddy.Com 480-5058855 AZ 491986Xxxxxx7607 293940007830947 ?McC=4816 124002971DA01 | | 21.74 | 1,896.50 |
| 10/21 | | Check Crd Purchase 10/20 Daily Press-Accounting 7602417744 CA 491986Xxxxxx7607 294940012613225 ?McC=5994 124002971DA01 | | 150.00 | 1,746.50 |
| 10/22 | | Check Crd Purchase 10/20 Agiantpackaging.Com Richardson TX 491986Xxxxxx7607 295940007386421 ?McC=5999 124002971DA01 | | 192.60 | 1,553.90 |
| 10/23 | | Deposit Made IN A Branch/Store | 2,553.03 | | |
| 10/23 | | Online Transfer Ref #Ibeft4Hnb8 From Business Savings for Google Adword Payment | 500.00 | | |
| 10/23 | 421 | Check | | 150.00 | |
| 10/23 | | Check Crd Purchase 10/22 Hotwire-Sales Final 866-468-9473 CA 491986Xxxxxx7607 296940005904352 ?McC=5969 124002971DA01 | | 59.07 | 4,397.86 |
| 10/26 | | Paypal Transfer 091024 5Zsj23Wfrdk8N Red Timer Inc | 550.00 | | |
| 10/26 | | Check Crd Purchase 10/24 Google*Adws3937317335 CC@Google.Com CA 491986Xxxxxx7607 298940013678463 ?McC=7311 124002971DA01 | | 548.17 | 4,399.69 |
| 10/27 | | Paypal Transfer 091027 5Zsj23Wjy63Hs Red Timer Inc | 600.00 | | |
| 10/27 | | Allegro Law Firm Payment 091027 Xx011Y8Icb6Fn Buxton, David | | 1,774.00 | |
| 10/27 | | Check Crd Purchase 10/26 Easy Group LLC 213-784-4955 CA 491986Xxxxxx7607 300940011588560 ?McC=5044 124002971DA01 | | 295.96 | |
| 10/27 | | First Equity Payment 091026 Red Timer Inc 4988820008021726 | | 140.00 | |
| 10/27 | | Check Crd Purchase 10/26 The Supplies Guys 201-4938182 NJ 491986Xxxxxx7607 300940009056301 ?McC=5111 124002971DA01 | | 108.00 | 2,681.73 |
| 10/30 | | Monthly Service Fee | | 12.00 | 2,669.73 |
| **Ending balance on 10/31** | | | | | **2,669.73** |
| **Totals** | | | **$7,628.03** | **$8,958.99** | |

*The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.*

**Summary of checks written** *(checks listed are also displayed in the preceding Transaction history)*

| Number | Date | Amount | Number | Date | Amount | Number | Date | Amount |
|---|---|---|---|---|---|---|---|---|
| 415 | 10/15 | 382.00 | 418 | 10/9 | 150.00 | 420 | 10/14 | 858.95 |
| 416 | 10/15 | 210.00 | 419 | 10/14 | 595.00 | 421 | 10/23 | 150.00 |
| 417 | 10/9 | 150.00 | | | | | | |

Help our environment! Turn off paper statements and go online.
If 20% of U.S. businesses & households switched to online statements & e-bills only, over 1.8 million trees would be saved each year. It's easy to change your statement preferences. Simply sign on to Wells Fargo Business Online at wellsfargo.com/biz, go to Account Services, select Change Delivery Options, and select Online Only.

# Basic Business Services® Package

## Activity summary

| | |
|---|---|
| Beginning balance on 12/1 | $5,372.83 |
| Deposits/Credits | 5,433.70 |
| Withdrawals/Debits | - 7,387.83 |
| **Ending balance on 12/31** | **$3,418.70** |
| Average ledger balance this period | $3,898.39 |

Account number: **7578729597**

**RED TIMER, INC**
**DBA JUST WHAT I WANTED**
**DBA 30 MEALS IN ONE DAY**
**DBA DINNER IS READY**

*Utah account terms and conditions apply*

For Direct Deposit and Automatic Payments use
Routing Number (RTN): 124002971

For Wire Transfers use
Routing Number (RTN): 121000248

**Overdraft Protection**

Your account is linked to the following for Overdraft Protection:

- Savings - 000003495660957

## Transaction history

| Date | Check Number | Description | Deposits/ Credits | Withdrawals/ Debits | Ending daily balance |
|---|---|---|---|---|---|
| 12/1 | | Innovative Bank Achtransfr 112809 L00000000618980 Loan Payment 0618980 | | 390.48 | 4,982.35 |
| 12/2 | | Online Transfer Ref #Ibexbjjcxx From Business Savings Paypal Transfer | 700.00 | | |
| 12/2 | | Online Transfer Ref #Ibexbjjd8M From Business Savings for Google Adword Payment | 500.00 | | |
| 12/2 | | Allegro Law Firm Payment 091202 Xx011Yddcw8Er Buxton, David | | 1,774.00 | 4,408.35 |
| 12/4 | | Check Crd Purchase 12/03 Easy Group LLC 213-784-4955 CA 491986Xxxxxx7607 338940012327167 ?McC=5044 124002971DA01 | | 387.00 | |
| 12/4 | | Check Crd Purchase 12/03 T-Mobile Recurring Pmt 800-937-8997 WA 491986Xxxxxx7607 338940005204590 ?McC=4814 124002971DA01 | | 111.71 | 3,909.64 |
| 12/7 | | Paypal Transfer 091205 5Zsj23Ym97W7A Red Timer Inc | 550.00 | | |
| 12/7 | | Check Crd Purchase 12/04 Google*Adws3937317335 CC@Google.Com CA 491986Xxxxxx7607 340940021264967 ?McC=7311 124002971DA01 | | 531.08 | |
| 12/7 | | Endicia-USPS POS Online Pmt 091207 Ckf094874944Neg Buxton David | | 50.00 | 3,878.56 |
| 12/9 | | Paypal Transfer 091209 5Zsj23Yurkn2E Red Timer Inc | 500.00 | | |
| 12/9 | 432 | Check | | 150.00 | |
| 12/9 | 433 | Check | | 150.00 | |
| 12/9 | | Citi Card Online Payment 091208 113140429802615 Red Timer Inc | | 107.72 | 3,970.84 |
| 12/10 | | Capital One Online Pmt 934439910201783 2537972768Buxton Deann | | 237.00 | |
| 12/10 | | Endicia-USPS POS Online Pmt 091210 Ckf681161050Neg Buxton David | | 100.00 | 3,633.84 |
| 12/14 | | Capital One Online Pmt 934839910363746 2506099965Buxton David | | 314.00 | |
| 12/14 | | Check Crd Purchase 12/11 Newspaper Agency Inter 801-2372514 UT 491986Xxxxxx7607 347940024013078 ?McC=5192 124002971DA01 | | 300.00 | |
| 12/14 | | Comcast Comcast 121209 4600258078 Buxton,David | | 155.45 | 2,864.39 |
| 12/17 | | Paypal Transfer 091217 5Zsj23Zd2Betl Red Timer Inc | 525.00 | | 3,389.39 |

## *Transaction history (continued)*

| Date | Check Number | Description | Deposits/ Credits | Withdrawals/ Debits | Ending daily balance |
|---|---|---|---|---|---|
| 12/18 | | Check Crd Pur Rtrn 12/17 Easy Group LLC Irwindale CA 491986Xxxxxx7607 352940014347887 ?McC=5044 124002971DA01 | 73.99 | | |
| 12/18 | | Online Transfer Ref #Ibebx9FL3M From Business Savings for Google Adword Payment | 500.00 | | 3,963.38 |
| 12/21 | | Check Crd Purchase 12/18 Google*Adws3937317335 CC@Google.Com CA 491986Xxxxxx7607 354940023019989 ?McC=7311 124002971DA01 | | 575.82 | 3,387.56 |
| 12/22 | | Paypal Transfer 091222 5Zsj23Zlwzkvj Red Timer Inc | 500.00 | | 3,887.56 |
| 12/23 | | Deposit Made IN A Branch/Store | 1,084.71 | | |
| 12/23 | | First Equity Payment 091222 Red Timer Inc 4988820008021726 | | 138.00 | |
| 12/23 | | POS Purchase - 12/23 Mach ID 000000 Wal-Mart #5270 Wal-Mart #Lindon UT 7607 ?McC=5411 124002971DA | | 10.27 | 4,824.00 |
| 12/24 | 431 | Check | | 65.00 | 4,759.00 |
| 12/29 | | Allegro Law Firm Payment 091229 Xx011Ye4Dbgq3 Buxton, David | | 1,774.00 | |
| 12/29 | | Check Crd Purchase 12/28 Travel Inn Victorville Victorville CA 491986Xxxxxx7607 363940008419492 ?McC=7011 124002971DA01 | | 54.30 | 2,930.70 |
| 12/31 | | Online Transfer Ref #Ibexbmnjth From Business Savings for Google Adword Payment | 500.00 | | |
| 12/31 | | Monthly Service Fee | | 12.00 | 3,418.70 |
| **Ending balance on 12/31** | | | | | **3,418.70** |
| **Totals** | | | **$5,433.70** | **$7,387.83** | |

*The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.*

**Summary of checks written** *(checks listed are also displayed in the preceding Transaction history)*

| Number | Date | Amount | Number | Date | Amount | Number | Date | Amount |
|---|---|---|---|---|---|---|---|---|
| 431 | 12/24 | 65.00 | 432 | 12/9 | 150.00 | 433 | 12/9 | 150.00 |

# Business Savings

## Activity summary

| | |
|---|---|
| Beginning balance on 12/1 | $1,087.09 |
| Deposits/Credits | 1,946.04 |
| Withdrawals/Debits | - 2,200.00 |
| **Ending balance on 12/31** | **$833.13** |
| Average ledger balance this period | $1,014.25 |

Account number: **3495660957**

**RED TIMER, INC**
**DBA JUST WHAT I WANTED**
**DBA 30 MEALS IN ONE DAY**
**DBA DINNER IS READY**

*Utah account terms and conditions apply*

For Direct Deposit and Automatic Payments use
Routing Number (RTN): 124002971

For Wire Transfers use
Routing Number (RTN): 121000248

# FAX COVER PAGE

**DATE:** February 10, 2010

**TO:** Allegro Law, LLC
800-295-6025 tel.
866-384-3330 fax

**FROM:** David Buxton
**Client ID #809682**
790 South 1680 East
Pleasant Grove, UT 84062
(801) 796-8139 tel.
(801) 820-3123 fax
dsbuxton@comcast.net

**SUBJECT:** Cancellation of Service

**TOTAL PAGES, INCLUDING COVER:** 1

**MESSAGE:** Please cancel my debt settlement contract with Allegro Law, effective immediately, and do not collect any more funds from my bank. There are 2 reasons for this cancellation:

1. Based on the information at the receivership website, I no longer have confidence that Allegro Law will be able to establish escrow and settle with creditors for the full 4-year term of our contract.
2. Because of the number of my creditors and amount of debt being settled for me, your availability for limited legal services was a major factor in my decision to secure your services. With Allegro's decision cease any and all legal services, I do not desire to continue our relationship.

Thank you in advance for acting swiftly on this notice. Please call or email to confirm receipt of this notice.

David S Buxton

David Buxton

TRANSMISSION VERIFICATION REPORT

TIME : 02/10/2010 10:53
NAME : DS BUXTON
FAX : 8017968139
TEL : 8017968139
SER.# : 000M7J391147

| | |
|---|---|
| DATE,TIME | 02/10 10:53 |
| FAX NO./NAME | 18663843330 |
| DURATION | 00:00:24 |
| PAGE(S) | 01 |
| RESULT | OK |
| MODE | STANDARD<br>ECM |

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