


UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA Debtor against which claim is asserted: (Check only ONE debtor below)		PROOF OF CLAIM
<input checked="" type="checkbox"/> On-Site Sourcing, Inc. 09-10816-RGM		<input type="checkbox"/> DocuForce Financial Corp. 09-10817-RGM
		<input type="checkbox"/> On-Site LA, Inc. 09-10818-RGM
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): SAN FRANCISCO LEGAL - CIARAN POWER		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: <u>09-10816</u> (if known) Filed on: <u>2-23-09</u>
Name and address where notices should be sent: SAN FRANCISCO LEGAL 100 CALIFORNIA STREET, STE. P-10 SAN FRANCISCO, CA. 94111 Telephone number: 415-392-2900		
Name and address where payment should be sent (if different from above): SAME AS ABOVE Telephone number: 415-392-2900		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: <u>\$ 8,144.97</u> 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. <input type="checkbox"/> 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.		5. 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. Specify the priority of the claim.
2. Basis for Claim: <u>LITIGATION COPIES</u> (See instruction #2 on reverse side.)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B)
3. Last four digits of any number by which creditor identifies debtor: Ja. Debtor may have scheduled account as: <u>ONSITE 3</u> (See instruction #3a on reverse side.)		<input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) 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).
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate: _____ % Amount of arrearage and other charges as of time case filed included in secured claim, If any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5) <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8)
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)(____). Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Date: <u>3-18-09</u> 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. MARIA TARVER / HR SPECIALIST Maria Tarver		FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §§ 152 and 3571.

FILED

APR 17 2009

BMC GROUP

On-Site Sourcing, Inc.

 00109

INSTRUCTIONS FOR PROOF OF CLAIM FORM

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

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

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 items 4 and 5. 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. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

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. Documents:

Attach to this proof of claim 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). If the claim is based on the delivery of health care goods or services, see instruction 2. 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.

DEFINITIONS

Debtor

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

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose 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 proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

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 Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority 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.

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.

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

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.nsc.uscourts.gov) for a small fee to view your filed proof of claim.

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.

Service Agreement

This Document Service Agreement ("Agreement") is entered into this 13th day of November, 2008, by and between (a) San Francisco Legal, with its principal place of business located at 100 California Street, San Francisco, CA 94111 and (b) Onsite ("Customer"), with principal offices located in Arlington, VA.

1. **Services to be performed by San Francisco Legal.** San Francisco Legal shall provide services as set forth in: the initial Project Letter, the Coding Specifications Manual (if applicable), the Statement of Work (Appendix A, "Services") and the Pricing for Services (Appendix B, "PFS") which is specifically incorporated herein. In the event that the services requested under the initial Project Letter, the Coding Specifications Manual, Appendix A and/or Appendix B conflict, the description of services set forth in Appendix A shall be controlling.
2. **Compensation.** For all work performed under this Agreement, Customer shall pay San Francisco Legal within 30 days of the date of invoice. San Francisco Legal will submit an invoice to Customer for Services provided and Customer agrees that it is directly responsible to San Francisco Legal for any and all charges, costs and expenses incurred with respect to the Services, even if Customer is acting as an agent for a third party and even if Customer's client (or buyer, patron, or similar relationship as the case may be) has an agreement with a third party disclaiming the Customer's responsibility for such charges, costs, and/or expenses. Customer further agrees that forwarding of any invoice to a third party (such as a client for whom Customer is providing legal services) shall not limit, shift, or affect the Customer's payment obligations to San Francisco Legal.
3. **Payment Terms.** If Customer pays San Francisco Legal in full any amounts due under an invoice within 10 days of the date of such invoice, Customer may deduct two percent of the total invoice amount. Customer agrees that a finance charge of 18 percent per annum or a minimum charge of \$10.00, will be charged by San Francisco Legal if payment is received 30 days after the date of invoice.
4. **Confidentiality.** San Francisco Legal shall not disclose to any third party the contents, or portions thereof, of any information obtained or provided by Customer in connection with this Agreement. San Francisco Legal shall maintain such information with at least the same degree of care that San Francisco Legal uses to protect its own confidential information, but no less than a reasonable degree of care under the circumstances. San Francisco Legal will abide by this provision regarding Confidentiality indefinitely. The confidentiality obligations hereunder shall not apply to information that San Francisco Legal is required by law or regulation to be disclosed, provided that provided that San Francisco Legal uses reasonable efforts to restrict disclosure and obtain confidential treatment therefore.
5. **Termination and Duty to Return.** Either party may terminate this Agreement immediately at any time without cause upon notice to the other party. However, all obligations of Compensation and Confidentiality shall survive the termination of this Agreement. In the event this Agreement is terminated and Customer so requests, San Francisco Legal shall promptly return or destroy all information obtained or provided by Customer in connection with this Agreement.
6. **Disputes.** San Francisco Legal agrees to use its best efforts to resolve disputes by means of discussions and negotiations among the parties. In the event that San Francisco Legal cannot resolve a dispute the venue for all legal proceedings will be San Francisco courts.
7. This Agreement may be executed in counterparts. Faxed or emailed copies of signatures are fully-binding and enforceable. If this Agreement correctly reflects our understanding, please sign and return an original of this letter to San Francisco Legal, or transmit by electronic mail to San Francisco Legal.

ACCEPTED AND AGREED:

Customer

Name: C. J. Lambert
Title: Business Manager
Date: 11/13/08

San Francisco Legal

Name: Lietha Zou
Title: PRESIDENT
Date: 11/13/08

APPENDIX A
DESCRIPTION OF SERVICES

SCOPE

- 31 boxes of documents collected from Bank of America, San Francisco

INSTRUCTIONS

- Copy x1, b&w, per specifications contained in the pdf emailed by Todd Messina to Ciaran Power on 11/12/08

DELIVERY

- SF Legal will return original documents to Bank of America, San Francisco
- Todd Messina will inform SF Legal of delivery instructions for the copy set

APPENDIX B
PRICING FOR SERVICES

1. Fees. Per page click rates will be finalized by Ciaran Power and Todd Messina.
2. Invoices. San Francisco Legal will submit invoices to Customer upon completion of Services or at a minimum of once per month for Services completed during the applicable month. All invoices will be due net 30 days from date of invoice. San Francisco Legal shall include a brief description of the work performed, total time expended, and a comprehensive breakdown of the amount due.



Invoice

Date	Invoice #
11/26/2008	115229

100 California Street, Suite P-10, San Francisco, CA 94111
 Phone 415-392-2900 Fax 415-392-2902 Tax I.D. 48-1302642

Bill To
 ONSITE3
 443 Park Ave South
 New York, NY 10016

Contact	Case #
Todd Messina	CITI / B of A

Qty	Description	Rate	Amount
	Follow Detailed Special Instructions 31 boxes of originals picked up and returned from/to BofA Copies fedexed to NY on client's fedex account ***** ONE SET *****		
62,482	Litigation Copies	0.11	6,873.02
9	11' x 17' Copies	0.40	3.60
6	Square Feet of Oversize Copy - 18x24"	1.35	8.10
9	Square Feet of Oversize Copy - 24x36"	1.35	12.15
52.5	Square Feet of Oversize Copy - 36x42"	1.35	70.88
6	GBC Bind(s)	2.95	17.70
1	Tape Binding	5.00	5.00
	THANK YOU		

Received By:	Sales Tax (8.5%)	\$0.00
	Total	\$6,990.45

TERMS: This invoice is due and payable within 10 days of invoice date and past due after 30 days. 18% per annum or minimum of \$10 will be charged on all overdue accounts. Your signature or electronic confirmation of acceptance is an agreement tht the above described work has been authorized and received.



Invoice

Date	Invoice #
12/10/2008	115505

100 California Street, Suite P-10, San Francisco, CA 94111
 Phone 415-392-2900 Fax 415-392-2902 Tax I.D. 48-1302642

Bill To
 ONSITE3
 443 Park Ave South
 New York, NY 10016

Contact	Case #
Todd Messina	CITI / B of A

Qty	Description	Rate	Amount
10,422	Follow Detailed Special Instructions 5 Boxes picked up and returned from/to Boa Copies Fleeced to NY on client's fed account ***** ONE SET *****	0.11	1,146.42
6	Litigation Copies Square Feet of Oversize Copy (24x36)	1.35	8.10
	THANK YOU		

Received By:	Sales Tax (8.5%)	\$0.00
	Total	\$1,154.52

TERMS: This invoice is due and payable within 10 days of invoice date and past due after 30 days. 18% per annum or minimum of \$10 will be charged on all overdue accounts. Your signature or electronic confirmation of acceptance is an agreement tht the above described work has been authorized and received.