

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF VIRGINIA ALEXANDRIA DIVISION		PROOF OF CLAIM Chapter 7
Debtor: ON-SITE SOURCING, INC.	Judge: ROBERT G. MAYER Case Number: 09-10816-RGM	COURT USE ONLY
NOTE: <i>Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.</i>		
Name of Creditor (The person or other entity to whom the debtor owes money or property): American Express Bank, FSB		
Name and address where notices should be sent: Becket and Lee LLP Attorneys/Agent for Creditor POB 3001 Malvern, PA 19355-0701 Telephone number: 610-644-7800 email:		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: <u> \$25,000.00 </u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u> PREFERENCE SETTLEMENT </u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: <p style="text-align: center;">4009</p>	3a. Debtor may have scheduled account as: (See instruction #3a)	3b. Uniform Claim Identifier (optional) (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, 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 _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507(a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5). Amount entitled to priority: \$ _____
<input type="checkbox"/> Up to \$2,775* 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).	<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)(____).
*Amounts are subject to adjustment on 4/1/16 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. (See instruction #6)		

RECEIVED
FEB 05 2015
BMC GROUP



7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.
If the documents are not available, please explain:

8. Signature: (See instruction #8) Check the appropriate box.

- I am the creditor.
- I am the creditor's authorized agent.
- I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.)
- I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name:	<u>Thomas A. Lee III</u>	<u>/s/ THOMAS A. LEE III</u>	<u>01/21/2015</u>
Title:	<u>Attorney/Agent for Creditor</u>	(Signature)	(Date)
Company:	<u>Becket and Lee LLP</u>		

Address and telephone number (if different from notice address above):

Telephone number: _____ email: _____

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.



UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
(Alexandria Division)

In re:)
)
ON-SITE SOURCING, INC.,) Case No. 09-10816-RGM
) Chapter 7
Debtor.)

**ORDER GRANTING TRUSTEE'S FOURTH OMNIBUS
MOTION TO APPROVE SETTLEMENTS**

This matter came before the Court upon the Trustee's Fourth Omnibus Motion to Approve Settlements (the "Motion") filed by Kevin R. McCarthy, chapter 7 trustee (the "Trustee") for the bankruptcy estate of On-Site Sourcing, Inc. (the "Debtor"), whereby the Trustee requests that this Court enter an Order pursuant to section 105 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") approving certain settlement agreements attached to the Motion as Exhibits A through C (the "Settlement Agreements") entered into by and between the Trustee and the parties identified on Exhibit I to the Motion to compromise and settle the Actions (as defined in the Motion); and it being apparent that the relief requested by the Motion is in the best interests of the Debtor's estate and its creditors; and due and proper notice of the Motion having been given; the Court is of the opinion that the proposed relief requested in the Motion should be granted. Therefore, it is hereby,

ORDERED that all capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion; and it is further,

ORDERED that the Motion is GRANTED and the Settlement Agreements are

Jonathan L. Gold (Va. Bar No. 78176)
Ryan C. Day (Va. Bar No. 76657)
LeClairRyan, A Professional Corporation
2318 Mill Road, Suite 1100
Alexandria, Virginia 22314
(703) 647-5921

Counsel for Kevin R. McCarthy, Trustee

APPROVED; and it is further,

ORDERED that the Trustee is authorized and empowered to take all actions as may be necessary to implement and consummate the terms and conditions set forth in the Settlement Agreements; and it is further,

ORDERED that this Court shall retain jurisdiction over all matters related to or arising from the Motion or the interpretation or implementation of this Order.

The Clerk is directed to send a copy of this Order to the parties on the attached Service List.

ENTERED: Jan 14 2015

/s/ Robert G. Mayer

UNITED STATES BANKRUPTCY JUDGE

Entered on Docket: January 15, 2015

WE ASK FOR THIS:

/s/ Ryan C. Day

Jonathan L. Gold (Va. Bar No. 78176)
Ryan C. Day (Va. Bar No. 76657)
LeClairRyan, A Professional Corporation
2318 Mill Road, Suite 1100
Alexandria, Virginia 22314
(703) 647-5921

Counsel for Kevin R. McCarthy, Trustee

LOCAL BANKRUPTCY RULE 9022-1 CERTIFICATION

Pursuant to Local Bankruptcy Rule 9022-1, I hereby certify that a true copy of the foregoing was endorsed by or served upon all necessary parties.

/s/ Ryan C. Day

Counsel

SERVICE LIST

Jonathan L. Gold, Esq.
Ryan C. Day, Esq.
LeClairRyan, A Professional Corporation
2318 Mill Road, Suite 1100
Alexandria, Virginia 22314

Martha L. Davis, Esq.
Office of the United States Trustee
115 South Union Street, Suite 210
Alexandria, VA 22314

Michael Condyles, Esq.
Peter Barrett, Esq.
Kutak Rock LLP
1111 E. Main Street, Suite 800
Richmond, VA 23219-3500

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UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
(Alexandria Division)

In re:)	
)	
ON-SITE SOURCING, INC.,)	Case No. 09-10816-RGM
)	Chapter 7
Debtor.)	
_____)	
)	
KEVIN R. MCCARTHY, TRUSTEE,)	
)	
Plaintiff,)	Adv. Proc. No. 14-01130-RGM
)	
v.)	
)	
AMERICAN EXPRESS,)	
)	
Defendant.)	

**SETTLEMENT AGREEMENT RESOLVING ADVERSARY PROCEEDING BETWEEN
KEVIN R. MCCARTHY, TRUSTEE AND AMERICAN EXPRESS BANK, FSB**

This Settlement Agreement is entered into by and between (i) Kevin R. McCarthy, chapter 7 trustee (the "Trustee") for the bankruptcy estate of On-Site Sourcing, Inc. (the "Debtor"), and (ii) American Express Bank, FSB d/b/a American Express ("AMEX," and collectively with the Trustee, the "Parties").

RECITALS

WHEREAS, on February 4, 2009 (the "Petition Date"), the Debtor, together with affiliates DocuForce Financial Corp. and On-Site LA, Inc., filed with the United States Bankruptcy Court for the Eastern District of Virginia, Alexandria Division (the "Court") a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), thereby commencing bankruptcy case no. 09-10816-RGM (the "Case"); and

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WHEREAS, on September 28, 2009, the Court entered an order converting the Case to a proceeding under chapter 7 of the Bankruptcy Code; and

WHEREAS, on September 29, 2009, the Trustee was appointed chapter 7 trustee in the Case and continues to serve in that capacity; and

WHEREAS, on or about January 27, 2011, the Parties entered into a Tolling Agreement, whereby AMEX agreed to toll all statutes of limitations and defenses based on the passage of time, including, without limitation, laches, applicable to any claims by the Trustee against AMEX (the potential action tolled by the Tolling Agreement is the "Tolled Action"); and

WHEREAS, on or about July 18, 2014, the Trustee commenced the above-captioned adversary proceeding (the "Adversary Proceeding") against AMEX, seeking to avoid and recover allegedly preferential transfers made by the Debtor to AMEX in the amount of \$31,300.00 (the "Transfers"); and

WHEREAS, as a result of arm's-length negotiations and an exchange of documents, the Trustee and AMEX agreed to settle the Adversary Proceeding by AMEX's payment of \$25,000.00 to the Trustee (the "Settlement Amount") pursuant to the terms of this Settlement Agreement; and

WHEREAS, the Trustee has concluded that the proposed settlement is in the best interests of the estate, considering, among other things, the defenses asserted by AMEX and the cost, expense and delay associated with litigating the matter, the result of which is uncertain.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the Parties as follows:

1. AMEX shall pay the Settlement Amount of \$25,000.00 within fourteen (14) days from execution of this Settlement Agreement, which shall be held in escrow by the Trustee

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pending entry by the Court of an order approving the Settlement Agreement (the "Settlement Order"). Payment shall be made by a business, cashier's or certified check made payable to "Kevin R. McCarthy, Trustee" and directed to Ryan C. Day, LeClairRyan, A Professional Corporation, 2318 Mill Road, Suite 1100, Alexandria, Virginia 22314.

2. After full execution of this Settlement Agreement, upon timely, full and complete payment of the Settlement Amount, and entry of the Settlement Order (the date upon which all such conditions have been met being the "Consummation Date"), the Trustee, as estate representative for the Debtor, shall forever withdraw, release, discharge, waive and forgive AMEX and its assigns, administrators and successors in interest, for and from any and all claims, actions, causes of action, counterclaims and any other obligation of any kind or nature arising from or related to the Adversary Proceeding and, whether accrued or to accrue, whether asserted by way of a claim, counterclaim, cross-claim, third-party action, action for indemnity or contribution or otherwise; *provided, however*, that the foregoing shall not constitute a release of any rights to enforce the terms of this Settlement Agreement.

3. On the Consummation Date, AMEX shall forever withdraw, release, discharge, waive and forgive the Debtor, its estate, the Trustee and each of their respective assigns, administrators and successors in interest, for and from any and all claims, actions, causes of action, counterclaims, proofs of claim, and any other obligation of any kind or nature arising from or related to the Adversary Proceeding and, whether accrued or to accrue, whether asserted by way of a claim, counterclaim, cross-claim, third-party action, action for indemnity or contribution or otherwise, with the exception of the 502(h) Claim (defined below) set forth in paragraph 4 below; *provided, however*, that the foregoing shall not constitute a release of any rights to enforce the terms of this Settlement Agreement.

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Exhibit(s) A Page 4 of 5

4. AMEX may file a proof of claim in the Settlement Amount pursuant to section 502(h) of the Bankruptcy Code (the "502(h) Claim") within fourteen (14) days after its payment of the Settlement Amount to the Trustee.

5. With the exception of the 502(h) Claim described in paragraph 4 above, AMEX shall not file any additional proofs of claim in the Case, and any such claim, if filed, shall be deemed immediately disallowed and expunged without any further Order of the Court.

6. This Settlement Agreement may be executed by facsimile or PDF signature and in multiple counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same agreement.

7. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their legal representatives, predecessors, successors and assigns.

8. It is expressly understood and agreed that the terms hereof, including the recital paragraphs and headings, are contractual and that the agreement herein contained and the consideration transferred is to compromise disputed claims.

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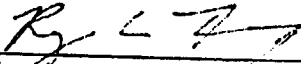
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Exhibit(s) A Page 5 of 5

9. The Court shall retain exclusive Jurisdiction to interpret and enforce the terms of
this Settlement Agreement and to resolve any disputes in connection herewith.

Dated: Alexandria, Virginia
August 28, 2014

KEVIN R. MCCARTHY, TRUSTEE

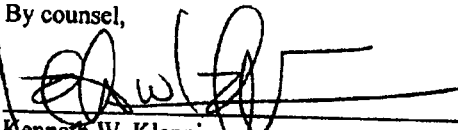
By counsel,


Jonathan L. Gold (Va. Bar No. 78176)
Ryan C. Day (Va. Bar No. 76657)
LeClairRyan, A Professional Corporation
2318 Mill Road, Suite 1100
Alexandria, Virginia 22314
(703) 647-5921

Dated: August 25, 2014

AMERICAN EXPRESS BANK, FSB

By counsel,


Kenneth W. Kleppinger
Becket & Lee LLP
16 General Warren Boulevard
P.O. Box 3001
Malvern, PA 19355
(610) 644-7800

Eastern District of Virginia Claims Register

09-10816-RGM On-Site Sourcing, Inc. Converted 09/28/2009

Judge: Robert G. Mayer

Chapter: 7

Office: Alexandria

Last Date to file claims:

Trustee: Kevin R. McCarthy

Last Date to file (Govt):

Creditor: (12561610) American Express Bank FSB c/o Becket and Lee LLP POB 3001 Malvern PA 19355- 0701	Claim No: 83 <i>Original Filed</i> Date: 01/21/2015 <i>Original Entered</i> Date: 01/21/2015	Status: <i>Filed by:</i> CR <i>Entered by:</i> Thomas A. Lee, III <i>Modified:</i>
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Amount claimed: \$25000.00

History:

Details: 83-1 01/21/2015 Claim #83 filed by American Express Bank FSB, Amount claimed: \$25000.00 (Lee, Thomas)

Description: (83-1) PREFERENCE SETTLEMENT

Remarks:

Claims Register Summary

Case Name: On-Site Sourcing, Inc.

Case Number: 09-10816-RGM

Chapter: 7

Date Filed: 02/04/2009

Total Number Of Claims: 1

Total Amount Claimed*	\$25000.00
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		