Fill in this information to identify the case:

Debtor 1 YOGAWORKS, INC., a Delaware C-Corporation

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: District of Delaware, Wilmington Division

Case number 1:20-bk-12599

E-Filed on 02/06/2021
Claim # 339

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached 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. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

Matthew O Clifford
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

☑ No
☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Matthew O Clifford Name	_____ Name
6280 Canning Street Apt 1 Number Street	_____ Number Street
Oakland CA 94609 City State ZIP Code	_____ City State ZIP Code
Contact phone (406) 370-9431	Contact phone _____
Contact email cliffmatt@gmail.com	Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

_ _

4. **Does this claim amend one already filed?**

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No
☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**

☑ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?** $ 160.00 . **Does this amount include interest or other charges?**

☑ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Gift certificate

9. **Is all or part of the claim secured?**

☑ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed
☐ Variable

10. **Is this claim based on a lease?**

☑ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $ 0.00

11. **Is this claim subject to a right of setoff?**

☑ No
☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No

☑ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$ 0.00
☑ Up to $3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$ 160.00
☐ Wages, salaries, or commissions (up to $13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$ 0.00
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$ 0.00
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$ 0.00
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$ 0.00

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that 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.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/06/2021
MM / DD / YYYY

Matthew Owens Clifford
Signature

Print the name of the person who is completing and signing this claim:

Name: Matthew Owens Clifford
First name Middle name Last name

Title: _____

Company: _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: _____
Number Street

_____
City State ZIP Code

Contact phone _____ Email _____

Attachment 1 - e-mail documenting gift certificate.pdf

Description - e-mail correspondence documenting purchase of gift certificate from Yoga Tree

From: **Ana Evans** <anae@yogatreesf.com>
Date: Fri, Dec 20, 2019 at 11:54 AM
Subject: Re: private lessons
To: Elise Effmann <elise.effmann@gmail.com>

Hi Elise,

Okay, I have purchased two sessions with a 20% discount using your card for Matt Clifford. I'll send another email about scheduling. If there is anything else I can help you with please let me know!

Warmly,
Ana

On Thu, Dec 19, 2019 at 8:26 PM Elise Effmann <elise.effmann@gmail.com> wrote:
His name is Matt Clifford, 6280 Canning St., #1, Oakland, 94609, 406-370-9431.
Yes, please use the card on file.

Do you have a gift certificate-type thing that can be filled out and given for the gift? I can come by on Saturday to pick it up if you do.

Thanks so much!

Elise

On Thu, Dec 19, 2019 at 8:07 AM Ana Evans <anae@yogatreesf.com> wrote:
Yes, we would need to create an account for him. What is his name, phone number, and address? Are you wanting to purchase two single sessions using the card we have on file for you?

On Wed, Dec 18, 2019 at 4:35 PM Elise Effmann <elise.effmann@gmail.com> wrote:
Hi Ana-
I'd like to buy two sessions for my husband. He does not have an account (and hasn't practiced in about 20 years- hence the need for a couple of privates!). Do I need to set up an account for him or can it be purchased by my account?

-Elise

On Tue, Dec 17, 2019 at 9:10 AM Ana Evans <anae@yogatreesf.com> wrote:
Hi Elise,

I can definitely help you with this! I'll list the prices below, and right now I can offer you 20% off your first private yoga purchase.

One 60 minute session $100
Five 60 minute sessions $475

10 60 minute sessions $900

Let me know what you would like to purchase. After I get your session added to your husbands account we can schedule the session. Let me know if you have any questions!

Warmly,
Ana

On Mon, Dec 16, 2019 at 5:42 PM Elise Effmann <elise.effmann@gmail.com> wrote:
Hi Ana-
I'm interested in purchasing a couple of private lessons with Tina Rath for my husband as a Christmas gift. Would you be able to help with this? I spoke with Tina yesterday and she said she would be able to do this..

Thanks so much-
Elise

--
Ana Evans | Studio Manager | Yoga Tree Telegraph
T: 510-486-1989
2807 Telegraph Ave • Berkeley, CA • 94705

P Print less = paper free and tree happy.

Attachment 2 - Credit card statement.pdf

Description - Visa statement documenting charge for gift certificate from Yoga Tree

VISA SIGNATURE

Alaska Mileage Plan

Customer Service Information:
www.bankofamerica.com
1.800.552.7302
TTY: 1.800.346.3178
Mail billing inquiries to:
Bank of America
P.O. Box 982234
El Paso TX 79998-2234
Mail payment to:
Bank of America
P.O. Box 15019
Wilmington DE 19886-5019

ELISE E CLIFFORD
6280 CANNING ST APT 1
OAKLAND CA 94609-1308

December 10 - January 2020
Account# XXXXXXXXX **4192**

Account Summary

Previous Balance	$938.68
Payments and Other Credits	–$2,894.02
Purchases and Adjustments	$2,664.31
Fees Charged	**$0.00**
Interest Charged	**$0.00**
New Balance Total	$708.97
Total Credit Line	$19,000.00
Total Credit Available	$18,291.03
Cash Credit Line	$6,800.00
Portion of Credit Available for Cash	$6,800.00
Statement Closing Date	01/09/2020
Days in Billing Cycle	31

Payment Information

New Balance Total	$708.97
Current Payment Due	$25.00
Total Minimum Payment Due	$25.00
Payment Due Date	02/06/2020

Late Payment Warning: If we do not receive your Total Minimum Payment by the date listed above, you may have to pay a late fee of up to **$39.00** and your APRs may be increased up to the Penalty APR of **29.99%.**
Total Minimum Payment Warning: If you make only the Total Minimum Payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay	You will payoff the balance shown on this statement in about	And you will end up paying an estimated total of
Only the Total Minimum Payment	3 years	$879.00

If you would like information about credit counseling services, call 866.300.5238.

09 00070897000025000028940200041473420355041192

BANK OF AMERICA
P.O. BOX 15019
WILMINGTON DE 19886-5019

ELISE E CLIFFORD
6280 CANNING ST APT 1
OAKLAND CA 94609-1308

Account Number: 4147 3420 3550 **4192**

New Balance Total	$708.97
Total Minimum Payment Due	$25.00
Payment Due Date	02/06/2020

Enter payment amount $ _____.__

For change of address/phone number, see reverse side.
Make your payment online at www.bankofamerica.com or
Mail this coupon along with your check payable to: Bank of America

⑆52402225⑆ XXXXXXXXXXXX4192

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

PAYING INTEREST - We will not charge interest on Purchases on the next statement if you pay the New Balance Total in full by the Payment Due Date, and you had paid in full by the previous Payment Due Date. We will begin charging interest on Balance Transfers and Cash Advances on the transaction date.

TOTAL INTEREST CHARGE COMPUTATION - Interest Charges accrue and are compounded on a daily basis. To determine the Interest Charges, we multiply each Balance Subject to Interest Rate by its applicable Daily Periodic Rate and that result is multiplied by the number of days in the billing cycle. To determine the total Interest Charge for the billing cycle, we add the Periodic Rate Interest Charges together. A Daily Periodic Rate is calculated by dividing an Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS - Payments are allocated to posted balances. If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first (including transactions made after this statement). Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

IMPORTANT INFORMATION ABOUT PAYMENTS BY PHONE - When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply for expedited service. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

YOUR CREDIT LINES - The Total Credit Line is the amount of credit available for the account; however, only a portion of that is available for Bank Cash Advances. The Cash Credit Line is that amount you have available for Bank Cash Advances. Generally, Bank Cash Advances consist of ATM Cash Advances, Over the Counter (OTC) Cash Advances, Same-Day Online Cash Advances, Overdraft Protection Cash Advances, Cash Equivalents, and applicable transaction fees.

MISCELLANEOUS - Promotional Rate End Date: This date is based on a future statement closing date. If you change your payment due date, this date could change. The New Balance Total which appears on this statement is not a payoff amount and may be subject to additional interest charges when you pay in full after your statement closing date. Please contact the customer service number located on the front of this statement for a pay-off amount. Virtual cards are the digital form of your eligible physical credit cards stored within a digital wallet.

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CALCULATION OF BALANCES SUBJECT TO INTEREST RATE

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to an Interest Rate for Purchases and for each Introductory or Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we: (1) take the beginning balance; (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) add new Purchases, new Account Fees, and new Transaction Fees; and (4) subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to an Interest Rate for Balance Transfers, Cash Advances, and for each Introductory or Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or a Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we: (1) take the beginning balance; (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) add new Balance Transfers, new Cash Advances and Transaction Fees; and (4) subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance: (1) we take the beginning balance attributable solely to Pre-Cycle balance (which will be zero on the transaction date of the first Pre-Cycle balance); (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) and add only the applicable Pre-Cycle balances and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

For the complete terms and conditions of your account, consult your Credit Card Agreement. This account is issued and administered by Bank of America. Bank of America is a registered trademark of Bank of America Corporation.

PAYMENTS - We credit mailed payments as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on the remittance portion of your monthly statement; (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (3) sent in the return envelope with only the remittance portion of your statement accompanying it. Payments received by mail after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Payments made online or by phone will be credited as of the date of receipt if made by 5 p.m. Central. Credit for any other payments may be delayed up to five days. Cash payments made with our tellers or ATM with Teller Assist (ATA) will only be accepted with a valid identification (ID).

No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop payment, your letter must reach us at least three business days before the automatic payment is scheduled to occur.

Change of Address/Phone number: Online at www.bankofamerica.com

Please do not add any written communication in this space.

Transactions

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
		Payments and Other Credits				
12/21	12/21	PAYMENT - THANK YOU	4602	4192	-1,955.34	
01/05	01/06	PAYMENT - THANK YOU	4625	4192	-938.68	
		TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD				**-$2,894.02**
		Purchases and Adjustments				
12/08	12/10	THE GROVE - YERBA BUENA -SAN FRANCISCOCA	7641	4192	51.94	
12/11	12/12	TRADER JOE'S #231 QPS OAKLAND CA	4501	4192	9.98	
12/11	12/13	USPS.COM POSTAL STORE 800-782-6724 MO	7709	4192	45.30	
12/12	12/13	NFG*PERALTA PARENT GROUP 888-284-7978 DC	3841	4192	103.00	
12/13	12/14	FASTRAK CSC 415-486-8655 CA	1433	4192	50.00	
12/13	12/16	DE YOUNG CAFE SAN FRANCISCOCA	0692	4192	14.93	
12/14	12/16	SQ *CASA DE CHOCOLA BERKELEY CA	0015	4192	15.00	
12/14	12/16	CITY OF BERKELEY- IPS BERKELEY CA	4187	4192	2.25	
12/14	12/16	MRS DALLOWAYS BOOK BERKELEY CA	1437	4192	8.73	
12/14	12/16	IPHONE CITIZ*PMT 4 OF 24 888-2016306 CT	1426	4192	27.04	
12/14	12/16	SWEET DREAMS/TOYS BERKELEY CA	0197	4192	14.19	
12/15	12/16	ARIZONA TRAFFIC SAFETY 480-999-4396 WA	4705	4192	239.00	
12/15	12/16	SQ *CASA DE CHOCOLA BERKELEY CA	0056	4192	78.00	
12/15	12/16	SQ *JENNA BATES OAKLAND CA	7216	4192	97.75	
12/15	12/16	WWW.TRACKERSEARTH.COM 5033453312 OR	9984	4192	190.00	
12/16	12/18	STARBUCKS STORE 10891 SAN FRANCISCOCA	6629	4192	3.65	
12/17	12/18	SP * METALBIRD USA HTTPSMETALBIRGA	0168	4192	65.90	
12/20	12/21	NOLLSOLL 510-339-9599 CA	0723	4192	250.00	
12/20	12/21	YOGA TREE TELEGRAPH BERKELEY CA	5838	4192	160.00	
12/21	12/23	CKE*BAKESALE BETTY 5098OAKLAND CA	9309	4192	26.25	
12/21	12/23	ARTIST & CRAFTSMAN BERCA BERKELEY CA	0112	4192	20.82	
12/22	12/23	UBER TRIP HELP.UBER.COMCA	7240	4192	28.35	
12/22	12/23	UBER TRIP HELP.UBER.COMCA	7259	4192	23.33	
12/22	12/24	C & P COFFEE COMPANY BRANSEATTLE WA	0454	4192	19.41	
12/23	12/24	SQ *UNTWIST MASSAGE Port TownsendWA	3751	4192	156.00	
12/24	12/26	Netflix.com netflix.com CA	6703	4192	12.99	
12/25	12/26	THE STARLIGHT ROOM 360-385-1039 WA	9173	4192	21.00	
12/28	12/30	WWW.TRACKERSEARTH.COM WWW.TRACKERSEOR	7915	4192	95.00	
12/29	12/30	UBER TRIP HELP.UBER.COMCA	3131	4192	3.48	
12/30	12/31	UBER TRIP HELP.UBER.COMCA	9185	4192	22.08	
01/01	01/02	WWW.TRACKERSEARTH.COM WWW.TRACKERSEOR	3159	4192	166.00	
01/01	01/03	THE GROVE - YERBA BUENA -SAN FRANCISCOCA	4608	4192	57.44	
01/02	01/03	MONSTER PHO OAKLAND CA	0995	4192	28.27	
01/04	01/06	SQ *HASHTAG POKI BERKELEY CA	3727	4192	31.25	
01/04	01/06	Hotel on Booking.com Amsterdam 215.00 EUR	1533	4192	240.39	
01/04	01/06	Hotel on Booking.com Amsterdam 168.02 EUR	3852	4192	187.86	
01/04	01/06	CASK (COLLEGE) BERKELEY CA	8725	4192	27.31	
01/04	01/06	SAFEWAY #2870 OAKLAND CA	0559	4192	21.43	
01/08	01/09	76 - UNITED PACIFIC 5192 OAKLAND CA	9242	4192	48.99	
		TOTAL PURCHASES AND ADJUSTMENTS FOR THIS PERIOD				**$2,664.31**
		Interest Charged				
01/09	01/09	INTEREST CHARGED ON PURCHASES			0.00	
01/09	01/09	INTEREST CHARGED ON BALANCE TRANSFERS			0.00	
01/09	01/09	INTEREST CHARGED ON DIR DEP&CHK CASHADV			0.00	
01/09	01/09	INTEREST CHARGED ON BANK CASH ADVANCES			0.00	
		TOTAL INTEREST CHARGED FOR THIS PERIOD				**$0.00**

2020 Totals Year-to-Date	
Total fees charged in 2020	$0.00
Total interest charged in 2020	$0.00

Interest Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate	Promotional Transaction Type	Promotional Offer ID	Promotional Rate End Date	Balance Subject to Interest Rate	Interest Charges by Transaction Type
Purchases	15.74%V				$ 0.00	$ 0.00
Balance Transfers	15.74%V				$ 0.00	$ 0.00
Direct Deposit and Check Cash Advances	18.74%V				$ 0.00	$ 0.00
Bank Cash Advances	26.49%V				$ 0.00	$ 0.00

APR Type Definitions Daily Interest Rate Type: V= Variable Rate (rate may vary)

Your Reward Summary

ALASKA AIRLINES CREDIT CARD REWARDS	
2,661	BASE PURCHASE MILES
2,661	MILES TO ALASKA AIRLINES
REVIEW/REDEEM MILES: WWW.ALASKAAIR.COM	

Make the most of your rewards program today!

Additional Information

Miles earned from credit card purchases are sent to Alaska Airlines and deposited into your Mileage Plan account. Miles are subject to Alaska Airlines Mileage Plan terms and conditions. View and redeem your miles by visiting alaskaair.com and logging into your Mileage Plan account.