UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE	PROOF OF CLAIM					
Indicate the Debtor against which you assert a claim by checking the appropriate box below. (Check only one Debtor per claim form.) □ Cynergy Data, LLC – (Case No. 09-13038) □ Cynergy Data Holdings, Inc. – (Case No. 09-13039) ▼ Cynergy Prosperity Plus, LLC – (Case No. 09-13040)						
Name of Creditor (the person or other entity to whom the debtor owes money or property):						
AMERICAN STANDARD FINANCE COM	claim amends a previously filed claim.					
Name and address where notices should be sent: Name ID: 8455194 Pack No. 305	Court Claim					
	Number:					
AMERICAN STANDARD FINANCE COM SUSAN QUINN 401 N MILAS ST SANTA BARBARA, CA 93101	Filed on:					
Telephone No.						
Name and address where payment should be sent (if different from above):	Check box if you are aware that anyone else has filed a proof of					
Date Stamped Copy Returned	claim relating to your claim.					
I'l No eelf addressed stamped eaviline	Attach copy of statement giving particulars.					
No copy to return	<u> </u>					
	Check this box if you are the debtor or trustee in this case.					
1. Amount of Claim as of Date Case Filed: \$ 34,402.20	5. Amount of claim Entitled to Priority					
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.	under 11 U.S.C. § 507(a). If any portion of your claim falls in one of					
If all or part of your claim is entitled to priority, complete item 5.	the following categories, check the box and state the amount.					
Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or charges	Specify the priority of the claim.					
2. Basis for Claim: Rolling Reserve account (See instruction #3a on reverse side.)	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: 2000 3a. Debtor may have scheduled account as: MSDQ Production (See instruction #3a on reverse side.) 3b. Creditor Tax ID # 7.6 - 2.5 4 3134	Wages, salaries, or commission (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business,					
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.	which ever is earlier 11 U.S.C. § 507(a)(4). Contributions to an employee benefit					
Nature of property or right of setoff: Real Estate Motor Vehicle Other	plan 11 U.S.C. § 507(a)(5). Up to \$2,425* of deposits toward					
Describe:	purchase, lease, or rental of property or services for personal, family, or					
Value of Property: \$ Annual Interest Rate:%	household use 11 U.S.C. § 507(a)(7).					
Amount of arrearage and other charges as of time case filed included in secured claim,	Taxes or penalties owed to					
if any: \$ Basis for Perfection:	governmental units 11 U.S.C. § 507(a)(8).					
Amount of Secured Claim: \$ Amount Unsecured: \$	Other Specify applicable paragraph of					
6. Section 503(b)(9) Claim Amount: Check this box if your claim is for the value of goods received by the debtor within 20 days before the date of commencement of the case (11 U.S.C. §503(b)(9)). Include the amount of such claim in the space for "Section 503(b)(9) Claim Amount" above.	11 U.S.C. § 507(a)(). Amount entitled to priority: \$					
7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.	* Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with					
8. 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.)	response to cases commenced on or after the date of adjustment.					
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENT MAY BE DESTROYED AFTER SCANNING.	1 :					
If the documents are not available, please explain:	<u> DECEME</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.	JAN 29 2010					
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	3574RTZMANCARSONCONSUITANTS					

CHARTER CLAIBORNE HUGHES

Attorney at Law

21 East Canon Perdido Street, Suite 218 Santa Barbara, California 93101 Telephone (805) 965-6810

Facsimile (805) 617-3378

January 28, 2010

Cynergy Claims Processing Center c/o Kurtzman Carson Consultants LLC 2335 Alaska Avenue El Segundo, CA 90245 VIA U.S. MAIL

Cynergy Claims Processing Center c/o Kurtzman Carson Consultants LLC 2335 Alaska Avenue El Segundo. CA 90245 VIA FEDERAL EXPRESS

Re: Proof of Claim

Cynergy Prosperity Plus, LLC.

Dear Sir or Madam:

Enclosed herewith please find 4 Original Proof of Claim forms together with a copy for acknowledgement and self-addressed, stamped return envelope.

Thank you for your courtesy and cooperation. If you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

CHARTER CLAIBORNE HUGHES

CCH/tjm Enclosures

cc: MDSQ Productions







Application Status Reports

Application R	ecord							
lerchant In	formation							
ID #:	3899000001372000							
BA Name:	AMERICAN STANDARD FINANCE COM							
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tate:	СА							
ip:	93108							
elephone:	8883033153							
mail Iddress:	QUINN93108@GMAIL.COM							
Application	Information							
Date Received:	3/13/2009 11:18:00 AM							
Status Date	3/13/2009 11:18:00 AM							
Status:	Approved							
Comments:	3/4/09- Pending; website provided americanstandardfinance.com is not in compliance; website is not secured and missing terms and condition polocies. The phone number provided on website and app belongs to Anchor House. Please provide a completed moto addendum under Harris bank, approval conditional letter attached for type of services (memberships) and rolling reserve letter attached due to high risk account and set as exiting account (Anchor House)KH 3/11/09-received updated website with terms and condition policies and secured. Still pending for the rest of the info previouly requestedKh 3/13/09- Appro							
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American Express Card for the purchase of goods and/or serv CHECK ONE I Retail - \$0.10 Trans Fee + 0.30% CNP Signature X Merchant authorizes Processor or Bank to present Authorizes to the following account and to and from any other account purposes set forth in the Merchant Processing Agreen terminals and/or accompanying equipment and/or che revoked untill all Merchant obligations under this Agree DDA: INVESTIGATIVE CONSUMER REPORT. An agents to investigate the references provided or any of you have a right, upon written request, to a complete a serious could result in delayed and/or withheld settler termination of MERCHANT. IMPORTANT NOTICE: All Information contained in for any change in printed terms unless specifically agprovisions stated within this merchant application, on the read before signing. By signing below, you agree to the read before signing this Agreement, jointly and severally ungurantee the continuing full and failtful performance and page and obligations to Processor and Bank under this Agreement or all in the future entared into between Merchant or its principsis and Provessor or Bank may proceed directly against Guarantoris, without not only under ceremon or entity responsible to it or any security held by guarantee will not be declared or offected by the death of the under representatives and assigns and may be enforced by or for the belienk. Guarantoris understand that the inducement to Processor is consideration for the guaranty, and that this guaranty remains is consideration for the guaranty, and that this guaranty remains in the consideration for the guaranty, and that this guaranty remains is consideration for the guaranty, and that this guaranty remains in the consideration for the guaranty, and that this guaranty remains the consideration for the guaranty, and that the squaranty remains the consideration for the guaranty, and that the squaranty remains the consideration for the guaranty.	ices, or otherwise indicating its inter ton Downgrade Services, Whole Downgrade Services, Whole Downgrade Services, Whole Downgrade Services, Whole Downgrade Services, Whole Downgrade Services, Whole Downgrade Services or Bank are nent. This authorization extends to ck guarantee fees and amounts of ment are satisfied, and Merchant privestigative or consumer report of the statements or data obtained from a satisfied in data obtained from a statements or data obtained from a statements or data obtained from a souther discourate discourate discourate discourate in the south in the satisfied of the statement of tunds. Also, see paragraph of the terms on the front and back of the terms on the front and back of the statement of each of its duties of the southers of the statement of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the eac	n to be bound, the entity agrees to be bound by the Terms and Condices at a 10 Ciner - 50.15 Trans Fee LEAD LIFE AND THE AND TRANSFER AND CINER - 50.15 Trans Fee LEAD LIFE AND THE AND TRANSFER AND CINER - 50.15 Trans Fee LEAD LIFE AND THE AND TRANSFER AND CINER - 50.15 Trans Fee LEAD LIFE AND TRANSFER AND CINER - 50.15 AUTOMATED Clearing House Copiers Copiers on materials. This Automated Clearing House Copiers Copiers and materials. This Automated Clearing House Copiers Copiers and materials. This Automated Clearing House Copiers on the common terms of the concentration of the Chant and the material credit reads of the investigation requested. ALENAGE MONTHLY VOLUME: ALENAGE MONTHL	transfer checks to and from occasing Agreement, for the chase agreements for POS use authorization carnot be orizes BANK or any of its to financial responsibility. 30,000 W class either of the above roing suspension and suspension and secretary guide. These provisions must operating guide. This AGREEMENT CHANT HAS BEEN IMBER IS ISSUED.
American Express Card for the purchase of goods and/or serv CHECK ONE I Retail - \$0.10 Trans Fee + 0.30% CNP Signature X Merchant authorizes Processor or Bank to present Authorizes the tellowing account and to and from any other account purposes set forth in the Merchant Processing Agreen terminals and/or accompanying equipment and/or che revoked until all Merchant obligations under this Agree DDA: INVESTIGATIVE CONSUMER REPORT. An agents to investigate the references provided or any of you have a right, upon written request, to a complete a merchant account result in delayed and/or withheld settler termination of MERCHANT. IMPORTANT NOTICE: All information contained in for any change in printed terms unless specifically age provisions stated within this merchant application, on the read before signing. By signing below, you agree to the many change in printed terms unless specifically and provisions stated within this merchant application, on the read before signing. By signing below, you agree to guarante the confirming full and faith performance and pay and obligations to Processor and Bank under this Agreement of a in the future entered into between Merchant or its principsis and Processor or Bank may proceed directly against Guarantoris) without any other person or entity responsible to it or any security held by guarante with the discharged or effected by the death of the under representatives and assigns and may be enforced by or for the bell Bank. Guarantoris) indensitive the inducement to Processor is consideration for the guaranty, and the this guaranty remail Guarantoris, increase on additional benefit from the playershy.	ices, or otherwise indicating its inter ton Downgrade Services, Whole Downgrade Services, Whole Downgrade Services, Whole Downgrade Services, Whole Downgrade Services, Whole Downgrade Services, Whole Downgrade Services or Bank are nent. This authorization extends to ck guarantee fees and amounts of ment are satisfied, and Merchant privestigative or consumer report of the statements or data obtained from a satisfied in data obtained from a statements or data obtained from a statements or data obtained from a souther discourate discourate discourate discourate in the south in the satisfied of the statement of tunds. Also, see paragraph of the terms on the front and back of the terms on the front and back of the statement of each of its duties of the southers of the statement of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the southers of each of its duties of the eac	n to be bound, the entity agrees to be bound by the Terms and Conditional Conditions of the Condition of the Merchant Processing Agreement on behaviorable and acrown concerning lease, rental or put the for supplies and materials. This Automated Clearing House of revocation. ABA Routing: By be made in connection with application MERCHANT authors MERCHANT, from any of the undersigned individual credits and screen of the investigation requested. AERAGE MONTHLY VOLUME: AMERICANT from any of the undersigned individual credits and agrees that any transaction or monthly volume that excess 4c and 130 of the MERCHANT Processing Agreement regard this MERCHANT Processing Agreement on behaviors and acknowledge making of the mechant operating of this MERCHANT Processing Agreement and the merchant operating of the MERCHANT Processing Agreement on behaviores. MERCHANT Processing Agreement on behaviores. MERCHANT UNDERSTANDS THAT SHALL NOT TAKE EFFECT UNTIL MER APPROVED BY BANK AND A MERCHANT NUPINT Agreement and the merchant operating agreement and the merchant operating and acknowledge making agreement and the merchant operating and the merchant operating and the merchant operating agreement on the business. MERCHANT UNDERSTANDS THAT SHALL NOT TAKE EFFECT UNTIL MER APPROVED BY BANK AND A MERCHANT NUPINT Application - Signature X	transfer checks to and from occasing Agreement, for the robuse agreements for POS use authorization carnot be orizes BANK or any of its to financial responsibility. 30,000 W and the action carnot be responsibility. 30,000 W and the action carnot be responsible tow you are agreeing to the route. These provisions must operating guide. 11 This AGREEMENT CHANT HAS BEEN IMBER IS ISSUED. 2-24-04 Date
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Tribul Merchant Services, LLC is a registered ISOMISP of Harris, N.A., Chicago, IL



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150 Broadway 3rd Floor New York - NY 10038 Tel: 866-602-0996-

underwriting@joinbps.com

Merchant Reserve Acknowledgement

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This will acknowledge that as a condition of approval or continuance of the Merchant's (indicated below) credit card processing account, Tribul Merchant Services LLC and its agents, including its processing bank, have the authority to establish a reserve account in accordance with Service 7.8 of the Merchant

Processing Agreement ("MPA") and the following:
1. The reserve account will be established by: Withholding 15 % from each gross deposit. Initials
2. The reserve account will be used to offset any amounts owed by the Merchant under the MPA. Merchant will forward to Tribul LLC funds to replenish the reserve account if any funds are debited from it.
3. The balance of the reserve account, if any, will be returned to Merchant up to 270 days after termination of the MPA or Merchant's last transmission of sales drafts, whichever is later.
I acknowledge that if there is any conflict between the terms of this letter and the terms of the MPA, the terms of the MPA will govern.
MSDQ Productions LLC // American Standard Finance.com
Business Legal Name or D.B.A.
Signature
Susan Quinn
Printed Name
3-12-09
Title Data

Date

Paths to prosperity



2/26/06

To Whom It May Concern:

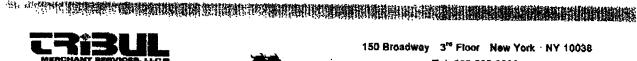
MSDQ/AMERICAN STANDARD has existing account number 192077605 with Montecito Bank & Trust, whose routing number is 122234783.

If you have any questions please feel free to me at 805-564-0213.

Thank you,

Rona Hennen
Personal Banker
Montecito Bank & Trust
1000 State Street

Santa Barbara, CA 93101



150 Broadway 3rd Floor New York NY 10038 Tel: 855-602-0996-

underwriting@joinbps.com

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March 12, 2009

To Whom It May Concern:

This letter is to confirm that my business, MSDO Productions LLC / American Standard Finance.com, has applied for a merchant account with Tribul Merchant Services LLC. I understand and agree that my Visa and MasterCard account will only be used for month to month transactions. I also understand that I may not process transaction(s) for more than 30 days in advance and no annual memberships.

Furthermore, I understand that failure to comply may result in termination of contract with Tribul Merchant Services LLC and funds may be held as a direct result of failure to honor this agreement.

Sincerely.

Owner Signature: x

Merchant Name: Susan Ouinn

Please Print



Mail, Telephone Order, & Internet Merchant Addendum

IMPORTANT NOTICE: Visa and MasterCard have set a minimum standard requirement for accepting credit cards on the Internet. In order to avoid a significant delay in the settlement of your funds, please ensure that your website has the following seven (7) Items completed prior to the commencement of your credit card processing:

- 1. Refund / Cancellation Policy
- 2. Privacy Policy
- 3. Terms & Conditions listed
- 4. Products & the Corresponding Pricing listed
- 5. 128-bit SSL page(s) where personal and credit card information is obtained (usually provided by shopping cart or gateway)
- 6. Telephone Customer Service contact number
- 7. Shipping & Handling method and shipping delivery time after the sale

URGENT!!!! You must contact your sales representative immediately upon completing the above 7 internet processing requiremental

Underwriting & Marketing Review: (Please answer the follow Submit sample(s) of product brochure, promotional materials, pr	ring questions as accurately as possible) roduct catalogue, etc. How will product be advertised or promoted?
If advertising on Internet, list website address: www. americanst	anderdinance.com
Préferred 23 character (or less) DBA identifier (appears on custo	orners' billing statement)
AmericenStanda	rofinance
List name(s) and address(es) of vendor from which the product	ls purchased:
List name(s) and address(es) of third party or fulfillment organizates, marketing, processing of orders, or shipping of merchand	ations, or parties aside from your staff who will assist or participate with the lise:
List geographical area(s) in which the product or service will be	marketed and sold: USA
List carrier services that will deliver product or service; usps	
What is your return or refund policy? FULL TOF	ind
	online, by Phone
When you receive an authorization, how long before merchandi	
Do you perform recurring monthly billing? ✓ Yes No	
Is your database collecting entire credit card numbers?Ye	
	Bank'), and the undersigned "MERCHANT" and subject to the approval of
related to the processing of Credit Card Transactions to MERCHANT; at WHEREAS: MERCHANT desires to honor at this business focation(s) C uct/services to customers; and WHEREAS: BANK and MERCHANT has entered into Harris. N.A., Chit	g the purchase of Credit Card Transactions from merchants and provide certain services and provide certain services and Card Numbers presented in connection with the Mail Order/Telephone Order sale of prodicego, iL (Bank) VISA/MasterCard Processing Agreement ('Agreement'). is, and promises made herein, the parties hereto agree to amend Agreement as follows:
1. MERCHANT agrees to use and retain proof of a traceable delivery 2. MERCHANT agrees that transactions will not be processed until p 3. MERCHANT agrees to a charge of \$0.05 per AVS transaction(s) w 4. Agreement may be immediately terminated by BANK if MERCHAN	roducts are shipped to Cardholder.
AGREED & ACCEPTED BY:	DATE: 3-12-2009
OWNER / OFFICER	Authorized Hanis, N.A., Chicago, IL. Agent
Susan Quinn	· -
Print Name	Print Name