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  □ Cynergy Data, LLC – (Case No. 09-13038) □ Cynergy Data Holdings, Inc. – (Case No. 09-13039) ▼Cynergy Prosperity F	
Name of Creditor (the person or other entity to whom the debtor owes money or property):	Check this box to indicate that this
AMERICAN STANDARD ONLINE COM	claim amends a previously filed claim.
Name and address where notices should be sent: Name ID: 8455196 Pack No. 306	Court Claim
	Number:
AMERICAN STANDARD ONLINE COM SUSAN QUINN 401 N MILPAS ST SANTA BARBARA, CA 93101	(if known)  Filed on:
Telephone No.	
Name and address where payment should be sent (if different from above):	☐ Check box if you are aware that
Date Stamped Copy Returned  No self addressed stamped envelope No copy to return  Telephone No.	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.
1. Amount of Claim as of Date Case Filed: S 38, 35 (.80	5. Amount of claim Entitled to Priority under 11 U.S.C. § 507(a). If any
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.	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 Pecerve accepts (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: 2/4/	Wages, salaries, or commission (up to
3a. Debtor may have scheduled account as: MSDQ ProductionS LLC (See instruction #3a on reverse side.) 3b. Creditor Tax ID# 26-2543134	\$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 Describe:	plan 11 U.S.C. § 507(a)(5).  Up to \$2,425* of deposits toward
Value of Property: \$	purchase, lease, or rental of property or services for personal, family, or
Amount of arrearage and other charges as of time case filed included in secured claim,	household use 11 U.S.C. § 507(a)(7).
if any: \$ Basis for Perfection:	Taxes or penalties owed to governmental units 11 U.S.C.
Amount of Secured Claim: \$ Amount Unsecured: \$	§ 507(a)(8).
	Other Specify applicable paragraph of 11 U.S.C. § 507(a)( ).
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 entitled to priority:
Amount" above.	* Amounts are subject to adjustment on
<ol> <li>Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.</li> <li>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.)</li> </ol>	4/1/10 and every 3 years thereafter with response to cases commenced on or after the date of adjustment.
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENT MAY BE DESTROYED AFTER SCANNING.	
If the documents are not available, please explain:	PECTIVE ONLY
Date:  AN 2 6 2010  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	35WRIZMANCARSUNCUNSULTANTS

## 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**

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Tribui Merchant Services, LLC is a registered ISOMSP of Harris, N.A., Chicago, IL > TR 08/01/08





150 Broadway 3'4 Floor New York - NY 10038 Tel: 866-602-0996-

underwriting@joinbps.com

## **Merchant Reserve Acknowledgement**

录:5.5% No. 3.5% No.

Paths to prosperity



2/26/06

To Whom It May Concern:

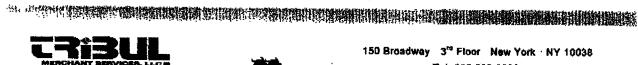
MSDQ/AMERICAN STANDARD has existing account number 192077605 with Montecito Bank & Trust, whose routing number is 122234783.

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

Thank you,

Rena Hennen Personal Banker Montecito Bank & Trust 1000 State Street Santa Barbara, CA 93101

Mailing Address P.O. Box 2460 - Santa Barbara, CA 83120-2460 - Phone: 805-963-7511 - www.montacito.com



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

underwriting@joinbps.com

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
- 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
- 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 following questions as accurately as possible) ubmit sample(s) of product brochure, promotional materials, product catalogue, etc. How will product be advertised or promoted?
advertising on Internet, list website address: www.americanstanderdfinance.com
referred 23 character (or less) DBA identifier (appears on customers' billing statement)
AmericanstandardCynacce
- I I I I I I I I I I I I I I I I I I I
ist name(s) and address(es) of vendor from which the product is purchased:
ist name(s) and address(es) of third party or fulfillment organizations, or parties aside from your staff who will assist or participate with the ales, marketing, processing of orders, or shipping of merchandise:
ist geographical area(s) in which the product or service will be marketed and sold: USA
ist carrier services that will deliver product or service; USPS
what is your return or refund policy? RULL TEFER of
low does the customer order the product or service? on line, by Phone
When you receive an authorization, how long before merchandise is shipped or services are provided? Instant
to you perform recurring monthly billing?   Yes No If Yes,   Monthly Quarterly Bi-annual Annual
s your database collecting entire credit card numbers? Yes V No If Yes, are you PCI compliant? Yes No
his amendment is made by and between Harris, N.A., Chicago, IL ('Bank'), and the undersigned "MERCHANT" and subject to the approval of ANK.
WHEREAS: Bank is engaged in the general banking business including the purchase of Credit Card Transactions from merchants and provide certain services elated to the processing of Credit Card Transactions to MERCHANT; and WHEREAS: MERCHANT desires to honor at this business location(s) Card Numbers presented in connection with the Mall Order/Telaphone Order sale of product/services to customers; and WHEREAS: BANK and MERCHANT has entered into Harris, N.A., Chicago, IL (Bank) VISA/MasterCard Processing Agreement ('Agreement'). IOW THEREFORE, in consideration of the representations, coverants, and promises made herein, the parties hereto agree to amend Agreement as follows:
<ul> <li>MERCHANT agrees to use and retain proof of a traceable delivery system as meens of shipment of product to customer.</li> <li>MERCHANT agrees that transactions will not be processed until products are shipped to Cardholder.</li> <li>MERCHANT agrees to a charge of \$0.05 per AVS (transaction(s) when applicable.</li> <li>Agreement may be immediately terminated by BANK if MERCHANT fails to comply with any of the terms of this agreement.</li> </ul>
GREED RACCEPTED BY: 3-12-2009
OWNER / OFFICER Authorized Hanls, N.A., Chicago, IL Agent
Susan Quinn Print Name
TIBLI NAME