

*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.*



0913038091218163656001554

# 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**

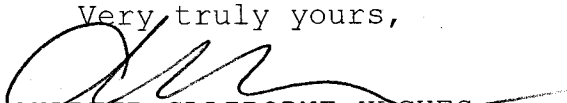
Re: Proof of Claim  
Cynergy Prosperity Plus, LLC.

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 Record

<b>Merchant Information</b>	
<b>MID #:</b>	3899000001372000
<b>DBA Name:</b>	AMERICAN STANDARD FINANCE COM
<b>Merchant Address:</b>	1187 COAST VILLAGE RD
<b>City:</b>	MONTECITO
<b>State:</b>	CA
<b>Zip:</b>	93108
<b>Telephone:</b>	8883033153
<b>Email Address:</b>	QUINN93108@GMAIL.COM
<b>Application Information</b>	
<b>Date Received:</b>	3/13/2009 11:18:00 AM
<b>Status Date</b>	3/13/2009 11:18:00 AM
<b>Status:</b>	Approved
<b>Comments:</b>	3/4/09- Pending; website provided americanstandardfinance.com is not in compliance; website is not secured and missing terms and condition policies. 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 prevlously requested...Kh 3/13/09- Appro
<b>View App:</b>	<a href="#">View PDF of This Merchant Application</a>
<b>Equipment Information 1</b>	
<b>Equipment Type:</b>	START UP KIT NOT INCLUDED
<b>TID #:</b>	
<b>Download:</b>	N/A
<b>Application Name:</b>	None
<b>App Num:</b>	NA
<b>Serial #:</b>	
<b>Deployment Status:</b>	Pending
<b>Comments:</b>	
<b>Equipment Information 2</b>	
<b>Equipment Type:</b>	AUTHORIZE.NET GATEWAY
<b>TID #:</b>	028100153309001
<b>Download:</b>	N/A
<b>Application Name:</b>	Generic Auto Batch
<b>App Num:</b>	NA

OFFICE #: \_\_\_\_\_  
REPRESENTATIVE NAME: Petersen T James  
Last MI First

Merchant ☐ Reprogram ☐ Purchase ☐ Lease ☐ Application Fee ☐ Reprogram Fee

MERCHANT IS SIGNING UP FOR THE FOLLOWING: (Please check ALL that apply)  
☐ Tribal ☐ NPC ☐ Tribal Checks ☐ GSA/Loyalty ☐ Cash Advance ☐ Prepaid ☐ EBT Cash ☐ EBT Food Stamp ☐ Other \_\_\_\_\_

Merchant Information

MERCHANT DOWNLOAD AND TRAINING TO BE COMPLETED ☒ Sales Office/Rep ☐ Tribal Tech

MERCHANT NAME/DBA American Financial Financial.com

MERCHANT CONTACT: \_\_\_\_\_ TELEPHONE: 805 942-7915 Email \_\_\_\_\_

ADDRESS: 1187 Coast Village Lane #155 Malibu, CA 93187

INDUSTRY TYPE: ☐ Retail ☐ Restaurant ☒ Internet ☐ MONTO ☐ Hotel ☐ Rest. (hpy) \_\_\_\_\_ ☐ QSR Other \_\_\_\_\_

Equipment Information

☐ POS System \_\_\_\_\_ Software Type Auth Net Contact # for software provider \_\_\_\_\_

☐ TERMINAL MODEL \_\_\_\_\_ Quantity 7 ☐ Purchase ☐ Lease ☐ Reprogram ☐ New ☐ Refurb

☐ TERMINAL MODEL \_\_\_\_\_ Quantity \_\_\_\_\_ ☐ Purchase ☐ Lease ☐ Reprogram ☐ New ☐ Refurb

☐ PRINTER MODEL \_\_\_\_\_ Quantity \_\_\_\_\_ ☐ Purchase ☐ Lease ☐ Reprogram ☐ New ☐ Refurb

☐ CHECK READER MODEL \_\_\_\_\_ Quantity \_\_\_\_\_ ☐ Purchase ☐ Lease ☐ Reprogram ☐ New ☐ Refurb

☐ PIN PAD MODEL \_\_\_\_\_ Quantity \_\_\_\_\_ ☐ Purchase ☐ Lease ☐ Reprogram ☐ New ☐ Refurb

Terminal to be supplied by: ☐ TRIBUL ☒ AGENT ☐ MERCHANT

Auto Close (Y/N) \_\_\_\_\_ Time: \_\_\_\_\_ a/m/p/m ☐ Daily Discount (DEFAULT SETTING) ☐ Monthly Discount

Amex/Discover

☐ NEW - if merchant is applying for new AMEX ☐ NEW - if merchant is applying for new Discover

☐ EXISTING - if merchant has existing MID Amex/Discover number, please provide below:

☐ AMEX ID# \_\_\_\_\_ SPLIT DIAL: ☐ NO ☐ YES (equipment criteria must be met)

☐ DISCOVER ID# \_\_\_\_\_

Shipping Information

MERCHANDISE WILL BE SHIPPED TO: ☐ MERCHANT ☐ REPRESENTATIVE ☐ OTHER: \_\_\_\_\_

SHIP TO: \_\_\_\_\_

ATTN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

SHIPPING METHOD: ☐ Priority Overnight ☐ Standard Overnight ☐ 2nd Day ☐ 3rd Day ☐ Ground (DEFAULT SETTING)

942.50 332.50 514.25 512.50 \$3.25

Payment Information

BILLING AMOUNT: \$ \_\_\_\_\_ FREE

TRIBUL TO ACH: ☐ MERCHANT ☐ REPRESENTATIVE

PAYMENT METHOD: ☐ ACH (USE ACH FORM & INCLUDE VOIDED CHECK) ☐ CHECK CHECK # \_\_\_\_\_

☐ CREDIT CARD CARDHOLDER NAME: \_\_\_\_\_

CARD #: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_ SECURITY CODE: \_\_\_\_\_

ACH Information

I hereby authorize Business Payment Systems (BPS) a third party processor hereafter to debit debit money into my bank account for the amount(s) it on the date (s) listed above. This authorization is to remain in full force until BPS has received written notification that one of its termination is such time it is such a matter to afford BPS a reasonable opportunity to act on it, approximately (30 days). I understand that BPS may cancel this payment plan at ANY time. I represent & warrant that I am not subject to create this authorization agreement and that I am not a BPS, Bank, and that respective agents hereafter from BPS, Bank, and/or other entities resulting from all authorized actions hereafter. NOTE: Please attach an unexpired, voided check.

Merchant Signature \_\_\_\_\_ Date: \_\_\_\_\_ ACH: ☐ Merchant ☐ Agent

Please specify the date by which the above listed bank account will be prepared with sufficient funds to be debited and voided all fees applicable to this account:

Date: \_\_\_\_\_ Init: \_\_\_\_\_

Adding Add Loc to  
Anchor House  
FINANCIAL



Merchant #

☒ New Location ☐ Additional Location

150 Broadway • 3rd Floor • New York, NY 10038

Tel: 866-602-0996 www.TribulOnline.com

ISO#:

Legal Name: <b>MSB Productions LLC</b>		Name of Account (Doing Business As): <b>AMERICAN STANDARD FINANCE, Com</b>	
Legal Address: <b>401 N. MILANS ST.</b>		Physical Street Address (No P.O. Box): <b>1187 Coast Village Rd #153</b>	
City: <b>SANTA BARBARA</b>	State: <b>CA</b>	City: <b>MONTECITO</b>	State: <b>CA</b>
Phone #: <b>866-942-7915</b>	Contact: <b>Susan / Mike</b>	DBA Phone #: <b>(805) 888-303-3153</b>	
Must Choose One Mailing Address: <input checked="" type="checkbox"/> Mailing Address: <b>93108 B.G. MAIL</b>		E-Mail Address: <b>FINANCE</b>	
<input checked="" type="checkbox"/> Legal Address: <b>93108 B.G. MAIL</b>		Website Address: <b>www.AMERICANSTANDARD.com</b>	
Federal Tax ID: <b>162149134</b>	# of Locations: <b>1</b>	Years in Business:	Years Owned Business:
Place of Legal Formation:			
Country of Primary Business Operations:			

Bank Reference: <b>MONTECITO BANK TRUST</b>		Contact: <b>ACCT</b>	Phone #: <b>(805) 564-0244</b>
Name: <b>1. SUSAN OVIDO</b>	Title: <b>OWNER/PRES</b>	Date of Birth: <b>5-25-84</b>	Applicant's SS #: <b>572-79-8051</b>
Residence Address: <b>477 W. ORTEGA ST.</b>	City: <b>SANTA BARBARA</b>	State: <b>CA</b>	% Equity Ownership: <b>100%</b>
US Government Issued ID#: <b>D3249594</b>	Type of ID: <b>DL</b>	Expiration Date: <b>07-11</b>	# Years: <b>7</b>
Country of Citizenship (if not US): <b>USA</b>		Home Phone: <b>(805) 680-7184</b>	
Name: <b>2</b>	Title:	Date of Birth:	Applicant's SS #:
Residence Address:	City:	State:	% Equity Ownership:

US Government Issued ID#: Type of ID: Expiration Date: Country of Citizenship (if not US): Home Phone:

Type of Ownership: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Assoc Estates/Trusts <input type="checkbox"/> Joint Venture <input type="checkbox"/> Government <input type="checkbox"/> Corporation (Privately Traded) <input type="checkbox"/> Corporation (Publicly Traded) <input type="checkbox"/> Medical or Legal Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Org <input checked="" type="checkbox"/> Single Member LLC <input type="checkbox"/> Multi Member LLC <input type="checkbox"/> Civic Assoc <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Political Org <input type="checkbox"/> Other:	Merchant Type: <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Lodging <input type="checkbox"/> Service <input type="checkbox"/> Internet <input type="checkbox"/> Home Based <input type="checkbox"/> Other	Discover Network/Visa/MasterCard Sales Profile (Be Accurate): Card Swipe % Manual Key Entry with Imprint, Card Present % Mail Order/Telephone % Internet % Total = 100%
Type of Goods or Services Sold: <b>Real Estate Books, Real Estate Listings</b>	SIC Code: <b>5311</b>	
Do you currently accept Discover or Network/Visa/MasterCard? Name of Current Processor: <b>Yes</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> <b>TRIBUL</b>		
Has Merchant or any associated principal disclosed below filed for bankruptcy or been subject to involuntary bankruptcy? <b>No</b>		

Name:	Address:	Contact:	Phone #:
Name:	Address:	Contact:	Phone #:
Merchant Location: <input checked="" type="checkbox"/> Retail Location with Store Front <input type="checkbox"/> Office Building <input type="checkbox"/> Internet <input type="checkbox"/> Residence <input type="checkbox"/> Other			
Area Zoned: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Residential			
Square Footage: <input type="checkbox"/> 0-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501-2,000 <input checked="" type="checkbox"/> 2,001+			
Does the amount of inventory and merchandise on shelves and floor appear consistent with this type of business? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If No, explain:			
The Merchant: <input type="checkbox"/> Owns <input checked="" type="checkbox"/> Leases the Business Premises			
Landlord Name & Phone #:			
Further Comments by Inspector (Must Complete)			

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and Inspected by:

Office #: 10570

Representative #:

Representative Signature:

Date: 2-24-09

X **JAMES PETERSEN**

White Copy - Bank • Pink Copy - Merchant

TR 08/01/08

**Please Choose (1)**

☐ Visa / MC Retail / Discover ☒ Visa / MC MOTO / Discover / Internet

**Please Choose (1)**

☒ Third Party Structure

Visa / MC Discount Rate 2.19 %  
 Visa / MC Credit Card Discount Rate (no pin) Per Item \$0.00 2.19 %  
 Discover Network Card Discount Rate 2.19 %  
 Tiered Surcharges: Rewards / World (for Retail Only) 2.19 %  
 Interchange + Assessments + Pricing Structure  
 Interchange + Pass-thru (default) % Custom Pricing Table

**Equipment Information:**

Description (Manufacturer, Model, Serial Number)

Quantity

**Schedule of Payments:**

Basic Monthly Lease Payment \$	Minimum Lease Term	Months
Plus Applicable Taxes	Deposit:	
Visa/MasterCard Transaction Fee:	Per Item	
Pin Based Debit Transaction Fee:	Per Item + Debit Network Fee	
Non Bankcard (Amex / Discover) Transaction Fee:	Per Item	
Voice Auth. Fee:	Per Attempt	
EBT Transaction Fee:	Per Item	
Batch Settlement Fee:	Per Batch	
Monthly Paper Statement Fee:		
Monthly Minimum Fee:		
ACH Reject Fee:		
Annual Fee:		
Monthly PCI Compliance Insurance		\$17.00 Monthly
AVS Transaction Fee:		\$0.05 Per Item
EBT Statement Fee:		
Other (specify):		
Monthly Online Service Fee:		\$6.00
Charge back Fee:		\$25.00
Retrieval Fee:		\$5.00
Early Termination Fee:		\$350.00

I/We understand and agree to the following: that my/our discount rate as stated above will be charged on all electronically authorized payment card transactions that are in batches closed daily (qualified rate); 2) and that all payment card transactions that do not meet the requirements stated in number 1 above may be charged up to 2.02% - 10% higher than my/our discount rate. Mastercard business transactions may be charged up to 2.02% + 10% above qualified rate. Do you use a third party to process or transmit Cardholder data? ☐ Yes ☒ No. Give name/address (examples include, but not limited to: hosting companies, shopping carts, Loyalty Programs, Electronic Data Capture) Please identify any Software used for storing, transmitting or processing Card Transactions or Authorization requests

By signing below, I represent that I have read and am authorized to sign and submit this application on behalf of the entity above and all information I have provided herein is true, complete, and accurate. I authorize American Express Travel Related Services Company, Inc. ("American Express") to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies. I authorize and direct American Express to inform me directly, or through the entity above, of reports about me that American Express has requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I understand that upon American Express' approval of the entity indicated above to accept the American Express Card, the terms and conditions for American Express Card Acceptance ("Terms and Conditions") will be sent to such entity along with a Welcome Letter. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Terms and Conditions.

CHECK ONE ☐ Retail - \$0.10 Trans Fee + 0.30% CNP Downgrade ☐ Services, Wholesale & All Other - \$0.15 Trans Fee

Signature X Date

Merchant authorizes Processor or Bank to present Automated Clearing House credits, Automated Clearing House debits, wire transfers, or depository transfer checks to and from the following account and to and from any other account for which Processor or Bank are authorized to perform such functions under the Merchant Processing Agreement, for the purposes set forth in the Merchant Processing Agreement. This authorization extends to such entities in said account concerning lease, rental or purchase agreements for POS terminals and/or accompanying equipment and/or check guarantee fees and amounts due for supplies and materials. This Automated Clearing House authorization cannot be revoked until all Merchant obligations under this Agreement are satisfied, and Merchant gives Cynergy Data written notice of revocation.

DDA: ABA Routing: INVESTIGATIVE CONSUMER REPORT: An investigative or consumer report may be made in connection with application. MERCHANT authorizes BANK or any of its agents to investigate the references provided or any other statements or data obtained from MERCHANT, from any of the undersigned individual credit or financial responsibility. You have a right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested.

AVERAGE TICKET SIZE \$4,200.00 OCCASIONAL HIGHER TICKET \$4,000.00 AVERAGE MONTHLY VOLUME \$30,000.00  
 Each person certifies that the average ticket size and sales volume indicated is accurate and agrees that any transaction or monthly volume that exceeds either of the above amounts could result in delayed and/or withheld settlement of funds. Also, see paragraphs 4c and 13b of the MERCHANT Processing Agreement regarding suspension and termination of MERCHANT.

**IMPORTANT NOTICE:** All information contained in this application was completed, supplied and/or reviewed by the undersigned Merchant. Processor shall not be responsible for any change in printed terms unless specifically agreed to in writing by an officer of Processor and/or Harris, N.A., Chicago, IL. By signing below you are agreeing to the provisions stated within this merchant application, on the reverse side (the Merchant Agreement) and acknowledge receipt of the merchant operating guide. These provisions must be read before signing. By signing below, you agree to the terms on the front and back of this MERCHANT Processing Agreement and the merchant operating guide.

As a primary inducement to Processor and Bank to enter into this Agreement, the undersigned Guarantor(s), by signing this Agreement, jointly and severally, unconditionally and irrevocably, personally guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to Processor and Bank under this Agreement or any other agreement currently in effect or in the future entered into between Merchant or its principals and Processor or Bank, as such agreements now exist or are amended from time to time, with or without notice. Guarantor(s) understands further that Processor or Bank may proceed directly against Guarantor(s) without first exhausting their remedies against any other person or entity responsible to it or any security held by Processor and Bank or Merchant. This guarantee will not be discharged or affected by the death of the undersigned, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of Processor and Bank. Guarantor(s) understand that the inducement to Processor and Bank to enter into this agreement is consideration for the guaranty, and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty.

AGREED AND ACCEPTED: [Signature] 2-24-09  
 #1 From Application - Signature Date  
 #2 From Application - Signature Date  
 Accepted by Processor Date  
 Accepted by Harris, N.A., Chicago, IL Date

Tribu Merchant Services, LLC is a registered ISOMSP of Harris, N.A., Chicago, IL

TR 08/01/08



150 Broadway 3<sup>rd</sup> Floor New York - NY 10038

Tel: 866-602-0996

underwriting@joinbps.com

## Merchant Reserve Acknowledgement

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 Section 7.B of the Merchant Processing Agreement ("MPA") and the following:

1. The reserve account will be established by:

  
Initials

Withholding 15% from each gross deposit.

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

owner

Title

3-12-09

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,



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





150 Broadway 3<sup>rd</sup> Floor New York · NY 10038

Tel: 866-602-0996

[underwriting@joinbps.com](mailto: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

A handwritten signature in black ink, appearing to be "Susan Quinn", written over a horizontal line.

Merchant Name: Susan Quinn

Please Print