

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):
ANCHOR HOME SEARCH
 Name and address where notices should be sent: Name ID: 8455221 Pack No. 327

ANCHOR HOME SEARCH
SUSAN QUINN
 401 N MILPAS ST
 SANTA BARBARA, CA 93103

 Telephone No. _____

Check this box to indicate that 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):
 Date Stamped Copy Returned
 No self addressed stamped envelope
 No copy to return
 Telephone No. _____

Check box if you are aware that 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: \$ 58,030.54
 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.
 If all or part of your claim is entitled to priority, complete item 5.
 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

5. Amount of claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.
 Specify the priority of the claim.

2. Basis for Claim: Rolling Reserve Account
 (See instruction #3a on reverse side)
 3. Last four digits of any number by which creditor identifies debtor: 6445
 3a. Debtor may have scheduled account as: MSDA Productions LLC
 (See instruction #3a on reverse side.)
 3b. Creditor Tax ID # 26-2743134

- Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- 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, which ever is earlier -- 11 U.S.C. § 507(a)(4).
- Contributions to an employee benefit plan -- 11 U.S.C. § 507(a)(5).
- Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -- 11 U.S.C. § 507(a)(7).
- Taxes or penalties owed to governmental units -- 11 U.S.C. § 507(a)(8).
- Other -- Specify applicable paragraph of 11 U.S.C. § 507(a)(____).

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.
 Nature of property or right of setoff: Real Estate Motor Vehicle Other
 Describe:
 Value of Property: \$ _____ Annual Interest Rate: _____ %
 Amount of arrearage and other charges as of time case filed included in secured claim,
 if any: \$ _____ Basis for Perfection: _____
 Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

Amount entitled to priority:
 \$ _____
 * Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with response to cases commenced on or after the date of adjustment.

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.
 7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.
 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.)

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

Date: JAN 26 2010 SUSAN QUINN OWNER/PRES.
 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.

RECEIVED
 FOR COURT USE ONLY
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 3571.



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

Merchant Information	
MID #:	3899000001372000
DBA Name:	AMERICAN STANDARD FINANCE COM
Merchant Address:	1187 COAST VILLAGE RD
City:	MONTECITO
State:	CA
Zip:	93108
Telephone:	8883033153
Email Address:	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 prevlouly requested...Kh 3/13/09- Appro
View App:	View PDF of This Merchant Application
Equipment Information 1	
Equipment Type:	START UP KIT NOT INCLUDED
TID #:	
Download:	N/A
Application Name:	None
App Num:	NA
Serial #:	
Deployment Status:	Pending
Comments:	
Equipment Information 2	
Equipment Type:	AUTHORIZE.NET GATEWAY
TID #:	028100153309001
Download:	N/A
Application Name:	Generic Auto Batch
App Num:	NA

OFFICE #: _____
REPRESENTATIVE NAME: Peressen 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 GM/Loyalty Cash Advance Prepaid EBT Cash EBT Food Stamps Other _____

Merchant Information
MERCHANT DOWNLOAD AND TRAINING TO BE COMPLETED Sales Office/Rep Tribal Tech
MERCHANT NAME/DBA American Financial Finance.com
MERCHANT CONTACT: _____ TELEPHONE: 705 942-7915 Email _____
ADDRESS: 1187 Coast Village East #155 Montecito, CA 93118
INDUSTRY TYPE:
 Retail Restaurant Internet MOTO Hotel Rest. (hty) _____ 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: 3:00 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: _____ MERCHANT WELCOME KIT WILL BE SHIPPED TO:
ATTN: _____ MERCHANT (DEFAULT SETTING) AGENT
ADDRESS _____
CITY _____ STATE _____ ZIP _____
SHIPPING METHOD: Priority Overnight \$42.38 Standard Overnight \$32.50 2nd Day \$18.25 3rd Day \$12.50 Ground (DEFAULT SETTING) \$3.75

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 System (BPS) a third party processor hereafter to initiate debit entries into my bank account for the amount(s) & on the date(s) listed above. This authorization is in whole in full force until BPS has received written notification from me of its termination in each case. In such a manner to afford BPS a reasonable opportunity to rectify it, approximately (30 days). I understand that BPS may cancel this payment plan at ANY time. I represent & warrant that I am authorized to execute this authorization agreement and that BPS, Bank, and their respective agents have been duly licensed, bonded, and/or otherwise meeting from all applicable actions hereunder. NOTE: Please attach an approved, 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 used all fees applicable to this account.
Date: _____

Adding ADD LOC to Anchor House FINANCIAL

Please Choose (1)

Visa / MC Rate / Discover Visa / MC MOTO / Discover / Internet

Please Choose (1)

Tiered Pricing 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 %
AMEX Discount Rate (Retail) 5.9 %
AMEX Rate (MOTO only) 56.95 Monthly

Tiered Surcharges: Rewards / World (for Retail Only)

Interchange + Assessments / Pricing Structure

Equipment Information:

Description (Manufacturer, Model, Serial Number)

Quantity

Schedule of Payments:

Basic Monthly Lease Payment \$

Minimum Lease Term

Months

Plus Applicable Taxes

Deposit:

Table with 2 columns: Fee Name and Amount. Includes Visa/MasterCard Transaction Fee, Pin Based Debit Transaction Fee, Non Bankcard (Amex / Discover) Transaction Fee, etc.

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.

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.

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.

DDA: 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.

AVERAGE TICKET SIZE: \$ 2.00-00 OCCASIONAL HIGHER TICKET: \$ 400-00 AVERAGE MONTHLY VOLUME: \$ 30,000-00

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.

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.

The indicated officer(s) identified in numbers 1 and/or 2 below have the authorization to execute the MERCHANT Processing Agreement on behalf of the here within named business. MERCHANT UNDERSTANDS THAT THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN APPROVED BY BANK AND A MERCHANT NUMBER IS ISSUED.

Print Legal Name of Merchant Business: X Susan M. Green 2-24-09
#1 From Application - Signature Date
#2 From Application - Signature Date



150 Broadway 3rd Floor New York - NY 10038

Tel: 866-602-0906

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.

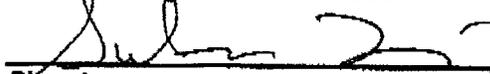
2. The reserve account will be used to offset any amounts owed by the Merchant under the MPA. Merchant will forward to Tribul LLC funds to replenish the reserve account if any funds are debited from it.

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,

A handwritten signature in cursive script that reads "Rena Hennen".

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



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 Quinn

Please Print



TRIBUL
MERCHANT SERVICES, LLC ©

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 requirements

Underwriting & Marketing Review: (Please answer the following questions as accurately as possible)

Submit sample(s) of product brochure, promotional materials, product catalogue, etc. How will product be advertised or promoted?

If advertising on internet, list website address: www.americanstandardfinance.com

Preferred 23 character (or less) DBA identifier (appears on customers' billing statement)

AmericanStandardFinance

List name(s) and address(es) of vendor from which the product is purchased:

N/A

List name(s) and address(es) of third party or fulfillment organizations, or parties aside from your staff who will assist or participate with the sales, marketing, processing of orders, or shipping of merchandise:

N/A

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 Refund

How does the customer order the product or service? online, by phone

When you receive an authorization, how long before merchandise is shipped or services are provided? instant

Do you perform recurring monthly billing? Yes No If Yes, Monthly Quarterly Bi-annual Annual

Is your database collecting entire credit card numbers? Yes No If Yes, are you PCI compliant? Yes No

This amendment is made by and between Harris, N.A., Chicago, IL ('Bank'), and the undersigned "MERCHANT" and subject to the approval of BANK.

WHEREAS: Bank is engaged in the general banking business including the purchase of Credit Card Transactions from merchants and provide certain services related 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 Mail Order/Telephone 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").

NOW THEREFORE, in consideration of the representations, covenants, 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 system as means of shipment of product to customer.
2. MERCHANT agrees that transactions will not be processed until products are shipped to Cardholder.
3. MERCHANT agrees to a charge of \$0.05 per AVS transaction(s) when applicable.
4. Agreement may be immediately terminated by BANK if MERCHANT fails to comply with any of the terms of this agreement.

AGREED & ACCEPTED BY:

DATE: 3-12-2009

OWNER / OFFICER

Authorized Harris, N.A., Chicago, IL Agent

Susan Quinn

Print Name

Print Name