

Fill in this information to identify the case:

Debtor FB Industries USA Inc.

United States Bankruptcy Court for the: Southern District of Texas
(State)

Case number 20-33513

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 or 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?** AMERIFLUSH, INC.
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?**

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
<u>AMERIFLUSH, INC.</u> <u>10601 WEST MURPHY STREET</u> <u>ODESSA, TX 79764</u>	

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

Contact phone _____ Contact phone _____
Contact email ap@ameriflush.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? \$ 481.28. 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.
Services Performed

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle 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 amount 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. \$ _____

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 all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> 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).	\$ _____
<input type="checkbox"/> 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).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* 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.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

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 acknowledgement 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 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 08/12/2020
MM / DD / YYYY

/s/Lonnie Lawrence
Signature

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

Name Lonnie Lawrence
First name Middle name Last name

Title President

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

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 554-5810 | International (781) 575-2032

Debtor: 20-33513 - FB Industries USA Inc.		
District: Southern District of Texas, Houston Division		
Creditor: AMERIFLUSH, INC. 10601 WEST MURPHY STREET ODESSA, TX, 79764 Phone: Phone 2: Fax: Email: ap@ameriflush.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Services Performed	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 481.28	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Lonnie Lawrence on 12-Aug-2020 4:53:06 p.m. Eastern Time Title: President Company: Ameriflush		

AmeriVax - Ameriflush Customer Open Balance All Transactions

Type	Date	Num	Memo	Due Date	Open Balance	Amount
FB Industries USA Inc.						
1550 S Industrial (OD)						
Invoice	06/23/2020	210719		07/23/2020	108.25	108.25
Invoice	06/30/2020	210827		07/30/2020	156.53	156.53
Invoice	07/02/2020	210983		08/01/2020	108.25	108.25
Invoice	07/09/2020	211052		08/08/2020	108.25	108.25
Invoice	07/23/2020	211189		08/22/2020	108.25	108.25
Invoice	07/30/2020	211323		08/29/2020	108.25	108.25
Invoice	07/31/2020	211412		08/30/2020	161.75	161.75
Invoice	08/06/2020	211585		09/05/2020	108.25	108.25
Total 1550 S Industrial (OD)					967.78	967.78
Total FB Industries USA Inc.					967.78	967.78
TOTAL					967.78	967.78

AmeriVax - Ameriflush
 10601 West Murphy St.
 Odessa, TX 79766
 Ofc: 432-550-2633
 Fax: 888-561-1885

Statement

Date
7/31/2020

FB Industries USA Inc.
223 Industrial Ave
Grandbury, TX 76049
cmoore@propstreamsolutions.com

		Amount Due	Amount Enc.		
		\$859.53			
Date	Transaction	Amount	Balance		
	1550 S Industrial (OD)-				
06/23/2020	INV #210719. Due 07/23/2020. Orig. Amount \$108.25.	108.25	108.25		
06/30/2020	INV #210827. Due 07/30/2020. Orig. Amount \$156.53.	156.53	264.78		
07/02/2020	INV #210983. Due 08/01/2020. Orig. Amount \$108.25.	108.25	373.03		
07/09/2020	INV #211052. Due 08/08/2020. Orig. Amount \$108.25.	108.25	481.28		
07/23/2020	INV #211189. Due 08/22/2020. Orig. Amount \$108.25.	108.25	589.53		
07/30/2020	INV #211323. Due 08/29/2020. Orig. Amount \$108.25.	108.25	697.78		
07/31/2020	INV #211412. Due 08/30/2020. Orig. Amount \$161.75.	161.75	859.53		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
594.75	264.78	0.00	0.00	0.00	\$859.53

*Customer agrees to pay a finance charge on the above amount at the rate of 1½% (18% annual percentage rate) if payment is not made within the agreed Net Terms from date of sale. Customer further agrees that in the event that it becomes necessary to collect the above amount by legal action or otherwise, to pay all costs of collection including any and all reasonable attorney fees

AmeriFlush
 10601 West Murphy St.
 Odessa, TX 79763
 Office: 432-550-2631
 sales@ameriflush.com

INVOICE # 210719

INVOICE DATE: 6/23/2020

DUE DATE: 7/23/2020

TERMS: Net 30

SALES REP:

AUTH BY: Yon 817-715-7095

AREA CITY: Odessa

PAST DUE

FB Industries USA Inc.
 223 Industrial Ave
 Grandbury, TX 76049
 christinam@fbindustriesincusa.com

JOB SITE: 1550 S Industrial (OD)

 If PO or AFE is required or incorrect, reply to ar@amerivax.com for re-submission. **PO#:**

ACTIVITY	SERVICED	UNIT#	DESCRIPTION	QTY	RATE	AMOUNT
	6/23/2020		23408			
HT-P/O		124	Holding Tank - Pump-out	1	100.00	100.00T
MILES			Miles & Rate (Round Trip) - N/C	0	1.75	0.00T

*Customer agrees to pay a finance charge on the above amount at the rate of 1½% (18% annual percentage rate) if payment is not made within the agreed Net Terms from date of sale. Customer further agrees that in the event that it becomes necessary to collect the above amount by legal action or otherwise, to pay all costs of collection including any and all reasonable attorney fees.

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.
 A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

SUBTOTAL \$100.00
Sales Tax (8.25%) \$8.25
Total \$108.25
Payments/Credits \$0.00
BALANCE DUE **\$108.25**

AmeriFlush
 10601 West Murphy St.
 Odessa, TX 79763
 Office: 432-550-2631
 sales@ameriflush.com

PAST DUE

INVOICE # 210827

INVOICE DATE: 6/30/2020

DUE DATE: 7/30/2020

TERMS: Net 30

SALES REP:

AUTH BY: Yon 817-715-7095

AREA CITY: Odessa

FB Industries USA Inc.
 223 Industrial Ave
 Grandbury, TX 76049
 christinam@fbindustriesincusa.com

JOB SITE: 1550 S Industrial (OD)

If PO or AFE is required or incorrect, reply to ar@amerivax.com for re-submission.

PO#:

ACTIVITY	SERVICED	UNIT#	DESCRIPTION	QTY	RATE	AMOUNT
HT			Holding Tank - 300 gal - Rental - HT124 - 6/1/2020 - 6/30/2020	30	1.61	48.30T
PT-O			Portable Toilet - Rental - 270540 - 6/1/2020 - 6/30/2020	30	3.21	96.30T

*Customer agrees to pay a finance charge on the above amount at the rate of 1½% (18% annual percentage rate) if payment is not made within the agreed Net Terms from date of sale. Customer further agrees that in the event that it becomes necessary to collect the above amount by legal action or otherwise, to pay all costs of collection including any and all reasonable attorney fees.

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SUBTOTAL \$144.60
Sales Tax (8.25%) \$11.93
Total \$156.53
Payments/Credits \$0.00
BALANCE DUE **\$156.53**

AmeriFlush
 10601 West Murphy St.
 Odessa, TX 79763
 Office: 432-550-2631
 sales@ameriflush.com

INVOICE # 210983

INVOICE DATE: 7/2/2020

DUE DATE: 8/1/2020

TERMS: Net 30

SALES REP:

AUTH BY: Yon 817-715-7095

AREA CITY: Odessa

PAST DUE

FB Industries USA Inc.
 223 Industrial Ave
 Grandbury, TX 76049
 christinam@fbindustriesincusa.com

JOB SITE: 1550 S Industrial (OD)

 If PO or AFE is required or incorrect, reply to ar@amerivax.com for re-submission. **PO#:**

ACTIVITY	SERVICED	UNIT#	DESCRIPTION	QTY	RATE	AMOUNT
	7/2/2020		23809			
HT-P/O		124	Holding Tank - Pump-out	1	100.00	100.00T
MILES			Miles & Rate (Round Trip) - N/C	0	1.75	0.00T

*Customer agrees to pay a finance charge on the above amount at the rate of 1½% (18% annual percentage rate) if payment is not made within the agreed Net Terms from date of sale. Customer further agrees that in the event that it becomes necessary to collect the above amount by legal action or otherwise, to pay all costs of collection including any and all reasonable attorney fees.

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 A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

SUBTOTAL \$100.00
 Sales Tax (8.25%) \$8.25
 Total \$108.25
 Payments/Credits \$0.00
BALANCE DUE \$108.25

AmeriFlush
 10601 West Murphy St.
 Odessa, TX 79763
 Office: 432-550-2631
 sales@ameriflush.com

INVOICE # 211052

INVOICE DATE: 7/9/2020

DUE DATE: 8/8/2020

TERMS: Net 30

SALES REP:

AUTH BY: Yon 817-715-7095

AREA CITY: Odessa

PAST DUE

FB Industries USA Inc.
 223 Industrial Ave
 Grandbury, TX 76049
 christinam@fbindustriesincusa.com

JOB SITE: 1550 S Industrial (OD)

 If PO or AFE is required or incorrect, reply to ar@amerivax.com for re-submission. PO#:

ACTIVITY	SERVICED	UNIT#	DESCRIPTION	QTY	RATE	AMOUNT
	7/9/2020		26853			
HT-P/O		124	Holding Tank - Pump-out	1	100.00	100.00T
MILES			Miles & Rate (Round Trip) - N/C	0	1.75	0.00T

*Customer agrees to pay a finance charge on the above amount at the rate of 1½% (18% annual percentage rate) if payment is not made within the agreed Net Terms from date of sale. Customer further agrees that in the event that it becomes necessary to collect the above amount by legal action or otherwise, to pay all costs of collection including any and all reasonable attorney fees.

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 A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

SUBTOTAL	\$100.00
Sales Tax (8.25%)	\$8.25
Total	\$108.25
Payments/Credits	\$0.00
BALANCE DUE	\$108.25