

**UNITED STATES BANKRUPTCY COURT FOR THE
MIDDLE DISTRICT OF ALABAMA**

IN RE:

ALLEGRO LAW, LLC,

Debtor.

Case No. 10-30631 (WRS)

Chapter 7

**DANIEL G. HAMM, as Trustee for Debtors
Allegro Law, LLC and Allegro Financial
Services, LLC,**

Plaintiff,

v.

Adv. Proc. No. _____

**CREDIT EXCHANGE CORPORATION;
ELIMADEBT, LLC; FIRST AMERICAN
DEBT RELIEF, INC.; INTERNET MARKETING
SOLUTIONS; COMCRED CORPORATION;
INTERSERVICE FINANCIAL SOLUTIONS,
INC.; LIBERTY DEBT RELIEF; PRECISION
POLLING, LLC; SCK MARKETING; FUTURE
FINANCIAL SERVICES; FIRST CHOICE
FINANCIAL SERVICES, INC.; THE
ACHIEVABLE, INC.; EOS UNLIMITED, INC.;
AMERICAS DEBT CHOICE, LLC; PIVOTAL
MARKETING SOLUTIONS, LLC; CREDITORS
INTERCHANGE RECEIVABLE MANAGEMENT,
LLC; OASIS DEBT RELIEF; CLEAR CHOICE
DEBT RELIEF, LLC; TWO THUMBS UP, INC.;
ACD DEBT SOLUTIONS; AMERICAN PRO-
SERVICES, INC.; CLEAR CHOICE SOLUTIONS,
LLC; DEBT ZERO, INC.; FINANCIAL
FREEDOM EDUCATION NETWORK, LLC;
MEGACLIK, INC.; NO DELAY ENTERPRISES,
INC.; THE ROSE GROUP; 42 CAPITAL, LLC,**

Defendants.

COMPLAINT

Plaintiff Daniel G. Hamm (the “Trustee”), Chapter 7 Trustee for Allegro Law, LLC and Allegro Financial Services, LLC (the “Debtors”), files this adversary proceeding Complaint against Defendants Credit Exchange Corporation; Elimadebt, LLC; First American Debt Relief, Inc.; Internet Marketing Solutions; ComCred Corporation; Interservice Financial Solutions, Inc.; Liberty Debt Relief; Precision Polling, LLC; SCK Marketing; Future Financial Services; First Choice Financial Services, Inc.; The Achievable, Inc.; EOS Unlimited, Inc.; Americas Debt Choice, LLC; Pivotal Marketing Solutions, LLC; Creditors Interchange Receivable Management, LLC; Oasis Debt Relief; Clear Choice Debt Relief, LLC; Two Thumbs Up, Inc.; ACD Debt Solutions; American Pro-Services, Inc.; Clear Choice Solutions, LLC; Debt Zero, Inc.; Financial Freedom Education Network, LLC; Megaclik, Inc.; No Delay Enterprises, Inc.; The Rose Group; 42 Capital, LLC (hereinafter “Defendants” or “Defendant Marketers”) as follows:

JURISDICTION AND VENUE

1. This Court (the “Bankruptcy Court”) has jurisdiction over this adversary proceeding and Defendants pursuant to 28 U.S.C. § 1334(b) and 28 U.S.C. § 157(a), which is a civil proceeding arising under, arising in or related to a case under Title 11 of the United States Code (the “Bankruptcy Code”).
2. This is a core proceeding as defined by 28 U.S.C. § 157(b)(2)(A), (E), (F), (H) and (O).
3. Venue is properly in the Middle District of Alabama pursuant to 28 U.S.C. § 1409(a).

4. This adversary proceeding is commenced pursuant to Rule 7001 of the Federal Rules of Bankruptcy Procedure. The Trustee asserts claims for turnover of estate property, recovery of preferences, recovery of post-petition transfer, fraudulent transfers and an accounting.

PARTIES

5. Plaintiff Daniel G. Hamm is the Chapter 7 Trustee for the jointly administered estates of the Debtors.

6. Defendant Credit Exchange Corporation operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro Law and Allegro Financial Services. Defendant Credit Exchange Corporation is organized and existing under the laws of California with its principal place of business in Santa Ana, California. At all times material hereto, Defendant Credit Exchange Corporation has been doing business in Alabama.

7. Defendant Elimadebt LLC operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro Law and Allegro Financial Services. Defendant Elimadebt LLC is organized and existing under the laws of New York with its principal place of business in New York, New York. At all times material hereto, Defendant Elimadebt LLC has been doing business in Alabama.

8. Defendant First American Debt Relief, Inc. operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro Law and Allegro Financial Services. Defendant First American Debt Relief, Inc. is organized and existing under the laws of California with its principal place of business in Laguna

Niguel, California. At all times material hereto, Defendant First American Debt Relief, Inc. has been doing business in Alabama.

9. Defendant Internet Marketing Solutions operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro Law and Allegro Financial Services. Defendant Internet Marketing Solutions is organized and existing under the laws of Maryland with its principal place of business in Elkridge, Maryland. At all times material hereto, Defendant Internet Marketing Solutions has been doing business in Alabama.

10. Defendant ComCred Corporation operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro Law and Allegro Financial Services. Defendant ComCred Corporation is organized and existing under the laws of New York with its principal place of business in East Meadow, New York. At all times material hereto, Defendant ComCred Corporation has been doing business in Alabama.

11. Defendant Interservice Financial Solutions, Inc. operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro Law and Allegro Financial Services. Defendant Interservice Financial Solutions, Inc. is organized and existing under the laws of Maryland with its principal place of business in Frederick, Maryland. At all times material hereto, Defendant Interservice Financial Solutions, Inc. has been doing business in Alabama.

12. Defendant Liberty Debt Relief operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro

Law and Allegro Financial Services. Defendant Liberty Debt Relief is organized and existing under the laws of a state other than Alabama with its principal place of business in a state other than Alabama. At all times material hereto, Defendant Liberty Debt Relief has been doing business in Alabama.

13. Defendant Precision Polling, LLC operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro Law and Allegro Financial Services. Defendant Precision Polling, LLC is organized and existing under the laws of Washington with its principal place of business in Seattle, Washington. At all times material hereto, Defendant Precision Polling has been doing business in Alabama.

14. Defendant SCK Marketing operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro Law and Allegro Financial Services. Defendant SCK Marketing is organized and existing under the laws of a state other than Alabama with its principal place of business in a state other than Alabama. At all times material hereto, Defendant SCK Marketing has been doing business in Alabama.

15. Defendant Future Financial Services, LLC operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro Law and Allegro Financial Services. Defendant Future Financial Services, LLC is organized and existing under the laws of North Carolina with its principal place of business in Greenville, North Carolina. At all times material hereto, Defendant Future Financial Services, LLC has been doing business in Alabama.

16. Defendant The Achievable, Inc. operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro Law and Allegro Financial Services. Defendant The Achievable, Inc. is organized and existing under the laws of Maryland with its principal place of business in Bethesda, Maryland. At all times material hereto, Defendant The Achievable, Inc. has been doing business in Alabama.

17. Defendant EOS Unlimited, Inc. operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro Law and Allegro Financial Services. Defendant EOS Unlimited, Inc. is organized and existing under the laws of Florida with its principal place of business in Sanford, Florida. At all times material hereto, Defendant EOS Unlimited, Inc. has been doing business in Alabama.

18. Defendant Americas Debt Choice, LLC operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro Law and Allegro Financial Services. Defendant Americas Debt Choice, LLC is organized and existing under the laws of California with its principal place of business in Fountain Valley, California. At all times material hereto, Defendant Americas Debt Choice, LLC has been doing business in Alabama.

19. Defendant Pivotal Marketing Solutions, LLC operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro Law and Allegro Financial Services. Defendant Pivotal Marketing Solutions, LLC is organized and existing under the laws of Florida with its principal place of business in Jupiter, Florida. At all times material hereto, Defendant Pivotal Marketing Solutions has been doing business in Alabama.

20. Defendant Creditors Interchange Receivable Management, LLC operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro Law and Allegro Financial Services. Defendant Creditors Interchange Receivable Management, LLC is organized and existing under the laws of Delaware with its principal place of business in Cheektowaga, New York. At all times material hereto, Defendant Creditors Interchange Receivable Management, LLC has been doing business in Alabama.

21. Defendant Oasis Debt Relief operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro Law and Allegro Financial Services. Defendant Oasis Debt Relief is organized and existing under the laws of a state other than Alabama with its principal place of business in a state other than Alabama. At all times material hereto, Defendant Oasis Debt Relief has been doing business in Alabama.

22. Defendant Clear Choice Debt Relief, LLC operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro Law and Allegro Financial Services. Defendant Clear Choice Debt Relief, LLC is organized and existing under the laws of Oregon with its principal place of business in West Linn, Oregon. At all times material hereto, Defendant Clear Choice Debt Relief, LLC has been doing business in Alabama.

23. Defendant Two Thumbs Up, Inc. operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro Law and Allegro Financial Services. Defendant Two Thumbs Up, Inc. is organized and existing under the laws of New York with its principal place of business in Staten

Island, New York. At all times material hereto, Defendant Two Thumbs Up, Inc. has been doing business in Alabama.

24. Defendant ACD Debt Solutions operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro Law and Allegro Financial Services. Defendant ACD Debt Solutions is organized and existing under the laws of California with its principal place of business in San Diego, California. At all times material hereto, Defendant ACD Debt Solutions has been doing business in Alabama.

25. Defendant American Pro-Services, Inc. operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro Law and Allegro Financial Services. Defendant American Pro-Services, Inc. is organized and existing under the laws of Florida with its principal place of business in Miami Lakes, Florida. At all times material hereto, Defendant American Pro-Services, Inc. has been doing business in Alabama.

26. Defendant Clear Choice Solutions, LLC operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro Law and Allegro Financial Services. Defendant Clear Choice Solutions, LLC is organized and existing under the laws of Florida with its principal place of business in Orlando, Florida. At all times material hereto, Defendant Clear Choice Solutions, LLC has been doing business in Alabama.

27. Defendant Debt Zero, Inc. operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro

Law and Allegro Financial Services. Defendant Debt Zero, Inc. is organized and existing under the laws of California with its principal place of business in Frederick, Maryland. At all times material hereto, Defendant Debt Zero, Inc. has been doing business in Alabama.

28. Defendant Financial Freedom Education Network, LLC operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro Law and Allegro Financial Services. Defendant Financial Freedom Education Network, LLC is organized and existing under the laws of Michigan with its principal place of business in Saint Clair Shores, Michigan. At all times material hereto, Defendant Financial Freedom Education Network, LLC has been doing business in Alabama.

29. Defendant MegaClik, Inc. operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro Law and Allegro Financial Services. Defendant MegaClik, Inc. is organized and existing under the laws of Florida with its principal place of business in Oviedo, Florida. At all times material hereto, Defendant MegaClik, Inc. has been doing business in Alabama.

30. Defendant Nodelay Enterprises, Inc. operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro Law and Allegro Financial Services. Defendant Credit Exchange Corporation is organized and existing under the laws of Florida with its principal place of business in Orlando, Florida. At all times material hereto, Defendant Nodelay Enterprises, Inc. has been doing business in Alabama.

31. Defendant The Rose Group operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro

Law and Allegro Financial Services. Defendant The Rose Group is organized and existing under the laws of California with its principal place of business in Anaheim, California. At all times material hereto, Defendant The Rose Group has been doing business in Alabama.

32. Defendant 42 Capital operates a marketing service that provides advertising, customer solicitation, referrals, and other services to debt adjustment companies, including Allegro Law and Allegro Financial Services. Defendant 42 Capital is organized and existing under the laws of California with its principal place of business in Huntington Beach, California. At all times material hereto, Defendant 42 Capital has been doing business in Alabama.

PROCEDURAL BACKGROUND

33. On February 22, 2010, Keith A. Helms filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code.

34. On February 23, 2010, Daniel G. Hamm was appointed Trustee in the Keith A. Helms Chapter 7 case. This appointment remains in effect.

35. On March 11, 2010, the Court entered an Order granting the Trustee's Motion for Approval for Trustee, As Successor Sole Member of Allegro Financial Services, LLC and Allegro Law, LLC, To File Chapter 7 Bankruptcies for Those Entities.

36. On March 12, 2010, Debtors Allegro Law, LLC and Allegro Financial Services, LLC filed voluntary petitions for relief under Chapter 7 of the Bankruptcy Code. Daniel G. Hamm is the Trustee in both of those cases.

FACTUAL BACKGROUND

37. Defendants have a long history of facilitating debt elimination schemes across the United States. Debt settlement is, at best, an aggressive form of debt management in which consumers stop paying all of their unsecured debts in an attempt to have their creditors agree to a reduced settlement.

38. The myriad risks inherent in a debt elimination program can have catastrophic effects on the consumer, including the following: (a) an increase in the amount owed by the consumer due to the addition of interest, late fees and penalties on any accounts that are not being paid; (b) a creditor's decision not to accept, let alone entertain, any settlement offers; (c) an increase in collection calls; (d) a drop in the consumer's credit score; and (e) an increase in tax liability because any debt forgiveness that may occur as part of the settlement is taxable income.

39. Defendants purported to provide a laundry list of services to debt adjustment companies such as Debtors Allegro Law and Allegro Financial Services. However, Defendants failed to deliver all of the promised services, made false claims about the results that they could achieve for customers, exaggerated the effectiveness of what few services were provided, and charged exorbitant fees for so doing.

40. Keith Nelms began operating a debt settlement and negotiation business in the spring of 2008. The business operated under the name "Allegro Law, LLC." Allegro Law signed contracts with each of the Defendants beginning some time in 2008.

41. Defendants promised and agreed to provide a variety of services associated with advertising, marketing, referrals, and solicitation related to various customers who would sign up for Allegro Law's debt elimination programs. These services included, but were not limited to:

- (a) Establishing and implementing a marketing program to identify potential customers who required either debt settlement or debt management services (collectively, "debt elimination program" or "debt elimination services");
- (b) Referring and/or routing potential customers to call centers set up and operated by entities such as AmeriCorp, Inc. and/or Seton, Inc.; and
- (c) Creating marketing materials for the debt elimination program.

42. Defendants charged exorbitant fees to Debtors and/or unsuspecting customers while, among other things:

- (a) Falsely representing to the Debtors that they were performing certain marketing services in the Debtors' debt elimination program when in fact those services either were not performed or were inadequately performed;
- (b) Falsely stating the extent to which AmeriCorp, Inc., Seton, Inc. and/or other processors could successfully negotiate a reduction in debt on behalf of customers;
- (c) Concealing the fact that many creditors refused to negotiate with AmeriCorp, Inc., Seton, Inc. and/or other processors;
- (d) Concealing the fact that any settlement negotiated with a customer's creditors would not necessarily result in a discharge of the remainder of the debt owed;

- (e) Concealing the fact that the Defendants had been involved in various other debt elimination schemes that had been found to be fraudulent and/or had been put into receivership;
- (f) Concealing the extent of the fees charged by the Defendants as well as by AmeriCorp, Inc., Seton, Inc. and/or other processors;
- (g) Concealing the fact that the Defendants were charging fees for the same services.

ALTER EGO ALLEGATIONS

44. Certain of the Defendants disregarded, manipulated, misused or abused the corporate or business entity structure of each other such that these Defendants are liable either directly or through the principles of alter ego, piercing the corporate veil, agency, joint venture or respondeat superior.

LEGAL THEORIES

FIRST CAUSE OF ACTION (TURNOVER OF ESTATE PROPERTY)

44. Plaintiff readopts and realleges each and every allegation above the same as if fully set forth herein.

45. Section 541 of the Bankruptcy Code defines property of the estate as “all legal or equitable interests of the debtor in property as of the commencement of the case.” 11 U.S.C. §

541(a)(1). Section 542 of the Bankruptcy Code gives a trustee the power to seek turnover of all property of the debtors' estates.

46. Prior to filing their petitions in Bankruptcy Court, Debtors hired Defendants to provide certain services related to the Debtors' debt elimination program.

47. Debtors were to pay certain fees and expenses to Defendants in exchange for certain marketing, advertising, solicitation, and referral services.

48. Defendants have collected substantial sums in fees from the Debtors but either have not provided or have not adequately provided the promised services.

49. The Trustee requests that Defendants be required to turn over: (1) the money that they collected in fees for services that were not performed and/or not adequately performed; and (2) any and all records (whether stored in electronic or hard copy format) relating to any and all aspects of the debt elimination programs, including, but not limited to, any and all records relating to each individual for whom Defendants performed or agreed to perform any aspect of the debt elimination marketing services.

WHEREFORE, Plaintiff demands judgment against all the Defendants and seeks all such sums as the Court may assess, including, but not limited to, compensatory damages, interest, and costs.

**SECOND CAUSE OF ACTION
(PREFERENCES)**

50. Plaintiff readopts and realleges each and every allegation above the same as if fully set forth herein.

51. The Debtors' transfers to Defendants were in payment to them as creditors of the Debtor on account of an antecedent debt owed by the Debtors prior to the transfers.

52. The Debtors were insolvent at the time of the transfers.

53. The transfers were made within one year of the filing of the voluntary petition by Debtors.

54. The transfers enabled the Defendants to receive more than they would have received if the transfers were not made and the Defendants were to receive payments under the Bankruptcy Code.

55. The Trustee may avoid the transfers under 11 U.S.C. § 547 and recover them for the estate under 11 U.S.C. § 550.

WHEREFORE, Plaintiff demands judgment against all the Defendants avoiding the transfers of Debtors' assets to Defendants and seeks all such sums as the Court may assess, including, but not limited to, the value of the transfers, attorneys' fees, and costs, as well as any further relief as may be just and proper. If the Defendants filed a proof of claim pursuant to Section 501 of the Bankruptcy Code, Plaintiff additionally demands a judgment disallowing the proofs of claim until such time as (i) Defendants turn over to the Trustee any property deemed recovered pursuant to Section 550 of the Bankruptcy Code; and/or (ii) Defendants have paid the amount for which they are liable pursuant to Section 550 of the Bankruptcy Code.

THIRD CAUSE OF ACTION
(POST-PETITION TRANSFERS)

56. Plaintiff readopts and realleges each and every allegation above the same as if fully set forth herein.

57. After the Petitions were filed, one or more of the Debtors transferred or caused the transfers to be transferred to or for the benefit of the Defendants.

58. Each of the transfers constituted a transfer of an interest in property of one or more of the Debtors.

59. Transfers were payments by one or more of the Debtors to the Defendants for services that were purportedly rendered and/or goods delivered before the Petitions were filed.

60. The transfers constitute one or more post-petition transfers of property of the estate that are authorized only under 11 U.S.C. §§ 303(f) or 542(c) or are not authorized under the Bankruptcy Code or by the Bankruptcy Court.

61. The Trustee may avoid the transfers under 11 U.S.C. § 549 and recover them for the estate under 11 U.S.C. § 550.

WHEREFORE, Plaintiff demands judgment against all the Defendants avoiding the transfers of Debtors' assets to Defendants and seeks all such sums as may be assessed by the Court, including, but not limited to, the value of the transfers, attorneys' fees, and costs, as well as any further relief as may be just and proper. If the Defendants filed a proof of claim pursuant to Section 501 of the Bankruptcy Code, Plaintiff additionally demands a judgment disallowing the proofs of claim until such time as (i) Defendants turn over to the Trustee any property deemed recovered pursuant to

Section 550 of the Bankruptcy Code; and/or (ii) Defendants have paid the amount for which they are liable pursuant to Section 550 of the Bankruptcy Code.

**FOURTH CAUSE OF ACTION
(FRAUDULENT TRANSFERS)**

62. Plaintiff readopts and realleges each and every allegation above the same as if fully set forth herein.

63. Defendants are “insiders” within the meaning of 11 U.S.C. § 101(31).

64. Within 2 years of filing their petitions for bankruptcy, Debtors transferred substantial sums of money to or for the benefit of Defendants.

65. The Debtors made such transfers with the actual intent to hinder, delay, or defraud present and future creditors.

66. The Debtors received less than a reasonably equivalent value in exchange for such transfer.

67. The Debtors were insolvent on the date that such transfers were made, became insolvent as a result of such transfer, and/or had unreasonably small capital in relation to their business or their transactions at the time or as a result of the transfers.

68. The Trustee may avoid the fraudulent transfers under 11 U.S.C. §§ 544 and 548. The Trustee may recover the transfers for the estate under 11 U.S.C. § 550.

WHEREFORE, Plaintiff demands judgment against all the Defendants avoiding the transfers of Debtors’ assets to Defendants and seeks all such sums as may be assessed by the Court, including, but not limited to, the value of the transfers, attorneys’ fees, and costs, as well as any further relief

as may be just and proper. If the Defendants filed a proof of claim pursuant to Section 501 of the Bankruptcy Code, Plaintiff additionally demands a judgment disallowing the proofs of claim until such time as (i) Defendants turn over to the Trustee any property deemed recovered pursuant to Section 550 of the Bankruptcy Code; and/or (ii) Defendants have paid the amount for which they are liable pursuant to Section 550 of the Bankruptcy Code.

FIFTH CAUSE OF ACTION
(ACCOUNTING)

69. Plaintiff readopts and realleges each and every allegation above the same as if fully set forth herein.

70. The precise amount of money due from the Defendants to the Debtors is unknown and cannot be ascertained without: (1) knowing the amount of money that they collected in fees for services that were not performed and/or not adequately performed; and (2) acquiring any and all records (whether stored in electronic or hard copy format) relating to any and all aspects of the debt elimination programs, including, but not limited to, any and all records relating to each individual for whom Defendants performed or agreed to perform any aspect of the debt elimination marketing program.

WHEREFORE, Plaintiff demands a complete accounting of the amount of monies received by each Defendant associated with the subject debt elimination program and related services, including, but not limited to, all fees (including, but not limited to, account set-up fees, service fees, administration fees, software fees, and yearly fees) or other source of income of any kind received by the Defendants related in any way to the Debtors' debt elimination program and related services

and the turnover of any and all records (whether stored in electronic or hard copy format) relating to any and all aspects of the debt elimination programs, including, but not limited to, any and all records relating to each individual for whom Defendants performed or agreed to perform any aspect of the debt elimination marketing program.

Respectfully submitted,



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