

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

IN RE:

**ALLEGRO LAW, LLC,
Debtor.**

**CASE NO. 10-30631-WRS
Chapter 7**

**TRUSTEE'S CORRECTED FIRST REQUEST FOR PRODUCTION
TO RECEIVER LOUIS COLLEY**

Trustee Daniel Hamm propounds the following Corrected First Request for Production to Receiver Louis Colley:

REQUEST FOR PRODUCTION

1. Ten (10) sample debt settlement agreements settlement between Allegro Law LLC, Allegro Financial Services LLC and/or Keith Nelms, on the one hand, and customers of one or more of these entities or this individual (hereinafter "customers"), on the other hand, entered into in:

- (a) 2008
- (b) 2009.

2. Ten (10) sample debt management agreements between Allegro Law LLC, Allegro Financial Services LLC and/or Keith Nelms, on the one hand, and customers of one or more of these entities or this individual, on the other hand, entered into in:

- (a) 2008
- (b) 2009.

3. Ten (10) sample debt settlement agreements between Allegro Law LLC, Allegro Financial Services LLC and/or Keith Nelms, on the one hand, and creditors of one or more customers, on the other hand, entered into in:

- (a) 2008
- (b) 2009.

4. Ten (10) sample debt management agreements between Allegro Law LLC, Allegro Financial Services LLC and/or Keith Nelms, on the one hand, and creditors of one or more customers, on the other hand, entered into in:

- (a) 2008
- (b) 2009.

5. Any and all agreements between Allegro Law LLC, Allegro Financial Services LLC and/or Keith Nelms, on the one hand, and any one or more of the following:

- (a) Americorp
- (b) Seton
- (c) Vanco
- (d) Any other processor.

6. Any and all agreements between Allegro Law LLC, Allegro Financial Services LLC and/or Keith Nelms, on the one hand, and any marketer(s), on the other hand.

7. Any and all agreements between Allegro Law LLC, Allegro Financial Services LLC and/or Keith Nelms, on the one hand, and any individual or entity to whom any processing fees, marketing fees or any other fees or compensation have been paid or are owed, on the other hand.

8. Any and all agreements between Allegro Law LLC, Allegro Financial Services LLC and/or Keith Nelms, on the one hand, and Sterling Bank or any other bank, on the other hand, relating to any bank accounts where any money or funds received from customers have been or are now deposited.

9. Any and all "mass" communications from or on behalf of Allegro Law LLC, Allegro Financial Services LLC and/or Keith Nelms to multiple:

- (a) Customers
- (b) Creditors of customers.

10. Any and all fee or compensation schedules and any and all other documents and records that reflect, evidence, refer or relate to any fees or compensation paid or owed to:

- (a) Americorp
- (b) Seton
- (c) Vanco
- (d) Any other processor
- (e) Any marketers
- (f) Any other entity or individual.

11. Ten (10) sample debt settlement agreements settlement between the Receiver and customers entered into in:

- (a) 2009
- (b) 2010.

12. Ten (10) sample debt management agreements between the Receiver and customers entered into in:

- (a) 2009
- (b) 2010.

13. Ten (10) sample debt settlement agreements between the Receiver and creditors of one or more customers entered into in:

- (a) 2009
- (b) 2010.

14. Ten (10) sample debt management agreements between the Receiver and creditors of one or more customers entered into in:

- (a) 2009
- (b) 2010.

15. Any and all agreements between the Receiver and any one or more of the following:

- (a) Americorp
- (b) Seton
- (c) Vanco

- (d) Any other processor.
- 16. Any and all agreements between the Receiver and any marketer(s).
- 17. Any and all agreements between the Receiver and any individual or entity to whom any processing fees, marketing fees or any other fees or compensation have been paid or are owed.
- 18. Any and all agreements between the Receiver and Sterling Bank or any other bank relating to any bank accounts where any money or funds received from customers have been or are now deposited.
- 19. Any and all agreements of any kind between the Receiver and any entity or individual.
- 20. Any and all "mass" communications from or on behalf of the Receiver to multiple:
 - (a) Customers
 - (b) Creditors of customers.
- 21. Any and all fee or compensation schedules and any and all other documents and records that reflect, evidence, refer or relate to any fees or compensation paid or owed by the Receiver to:
 - (a) Americorp
 - (b) Seton
 - (c) Vanco
 - (d) Any other processor
 - (e) Any marketers
 - (f) Any other entity or individual.
- 22. Any and all applications, petitions and requests for payment by the Receiver filed with or submitted to the Circuit Court of Autauga County.
- 23. Any and all applications, petitions and requests for payment made or submitted to the Receiver by or on behalf of any accountant, attorney, professional, staff person, personnel or provider of services.
- 24. Any and all licenses of any kind obtained by the Receiver.

Steve Olen

STEVE OLEN
Cunningham Bounds, LLC
1601 Dauphin Street
Mobile, Alabama 36604
251-471-6191
251-479-1031
Attorneys for Trustee Daniel Hamm

CERTIFICATE OF SERVICE

I hereby certify that on this the 23rd day of March, 2010, electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all counsel of record.

Steve Olen

STEVE OLEN