FORM B10 (Official Form 10) (04/04)

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF FLORIDA

PROOF OF CLAIM

Name of Debtor: DEBIT CORPORATION OF AMERICA, INC.

Case Number: 04 - 14360 - BKC - ADJ

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (The person or other entity to whom the debtor owes money or property):

ZRB CORPORATION

Name and address where notices should be sent:
C/O WAOBIKEZE & ASSOCIATES LAW FIRM
10101 HARWIN DRIVE, SUITE 328
HOUSTON, TEXAS 77036-1737
Telephone number: (713) 771-1331

☐ 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 box if you have never received any notices from the bankruptcy court in this case.
☐ Check box if the address differs from the address on the envelope sent to you by the court.

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Account or other number by which creditor identifies debtor: 04-011502

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated: _____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☑ Other GOODS PURCHASED

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Wages, salaries, and compensation (fill out below)
Last four digits of SS #: _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. Date debt was incurred: 11/12/2003

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 50,000.00 (unsecured) _____ (secured) 25,000.00 (priority) 75,000.00 (Total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below.

☐ 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 additional charges.

5. Secured Claim.

☐ Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle
☐ Other_____

Value of Collateral: $_____

Amount of arrearage and other charges at time case filed included in secured claim, if any: $_____

6. Unsecured Nonpriority Claim $ 75,000.00

☐ Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.

7. Unsecured Priority Claim.

☐ Check this box if you have an unsecured priority claim

Amount entitled to priority $_____
Specify the priority of the claim:
☐ Wages, salaries, or commissions (up to $4,925),* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
☐ Up to $2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 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)(____).

**Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

9. Supporting Documents: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

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Date: 06/08/2004

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any).

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.

WAOBIKEZE & ASSOCIATES

A Professional Corporation

Attorneys at Law

10101 Harwin Drive, Suite 328
Houston, Texas 77036-1688
attys@wapclawyers.com

Telephone: (713) 771-1331
Facsimile: (713) 771.1471
Http://www.wapclawyers.com

CONTRACTUAL AGREEMENT FOR LEGAL SERVICES

DR. ZAHID BOKHARI & ZRB CORP the undersigned, hereafter called "Client," by execution of this Agreement has this day employed **IKE N. A. WAOBIKEZE, ESQ.**, hereinafter called "Attorney," to represent Client's in the matter described below:

BREACH OF "K" AGAINST DEBIT CORPORATION

By execution of this agreement, Client also appoints Ike N. A. Waobikeze, Esq. as his agent and lawful attorney-in-fact in connection with this matter.

The Attorney's minimum estimated legal fee in this matter is: $2,500.00 retainer plus 30% of any and all recovery and all related expenses. Client shall be responsible for ***all*** cost resulting from this representation. Clients agree to deposit funds in the retainer and/or cost account as needed. After payment of (Deduction) of Amount of Purchase Order.

In the event the total value of Attorney's time exceeds this stated fee, Clients agrees to pay the total value, instead of the stated minimum fee. The rate charged by the Attorney is **$250.00 per hour.** Clients must approve any and all additional charges over $100.00.

In addition to legal fees, Clients also agrees to pay all reasonable expenses incurred by the Attorney in this matter, including but not limited to, postage, copies, long distance telephone calls, travel and filing fees, etc.

Responsibility to provide legal services will be accepted and work will begin when the Attorney receives $1,000.00 as advance deposit for attorney fees and $500.00 as advance deposit for expenses (filing fee). **The deposit and minimum fee are non-refundable.** ***ANY UNUSED PORTION OF DEPOSIT FOR EXPENSES AND FILING FEES ARE REFUNDABLE.***

The Attorney is authorized to employ other persons or firms deemed necessary for the proper handling of this matter, at Client's expense, but shall not obligate Clients for any expense in excess of $100.00 without Client's prior approval.

Unpaid legal fees and expenses, if not paid within ten (10) days from the statement's

Client Initials:_____

date shall accrue interest at the rate of 10 percent per annum until paid.

Should the Attorney find it necessary to resort to litigation in order to collect the attorneys' fees and expenses owed pursuant to this Agreement, the Clients shall be liable for reasonable attorneys' fees, costs, and expenses thereby incurred. ***VENUE FOR ANY ACTION TO RECOVER ATTORNEY FEES AND/OR EXPENSES OWED PURSUANT TO THIS AGREEMENT SHALL BE IN HOUSTON, HARRIS COUNTY, TEXAS.***

The Attorney has the right to cease legal work and withdraw from representing the Clients and keep all funds received for legal services and expenses if Clients does not make payments as requested by the Attorney.

Any sums collected on behalf of the Clients, when received by the Attorney, shall be first credited against Client's obligation to the Attorney.

NO PROMISE OR GUARANTEE HAS BEEN MADE AS TO THE OUTCOME OF THIS MATTER. I acknowledge that the Attorney may engage other Attorneys to work on my case or the Attorney may refer my case to other Attorneys and receive a fee for work done from the other Attorneys.

TAX DISCLOSURE AND ACKNOWLEDGMENT:

THE CLIENTS IS ADVISED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVICE REGARDING THESE LEGAL MATTERS SINCE LEGAL TRANSACTIONS CAN GIVE RISE TO TAX CONSEQUENCES.

THE UNDERSIGNED LAW FIRM AND ATTORNEY HAVE NOT AGREED TO RENDER ANY TAX ADVICE AND ARE NOT RESPONSIBLE FOR ANY ADVICE REGARDING TAX MATTERS OR PREPARATION OF TAX RETURNS, OR OTHER FILINGS, INCLUDING, BUT NOT LIMITED TO, STATE AND FEDERAL INHERITANCE TAX AND INCOME TAX RETURNS.

FURTHERMORE, THE CLIENTS SHOULD OBTAIN PROFESSIONAL HELP REGARDING THE VALUATION AND LOCATION OF ALL ASSETS WHICH MAY BE THE SUBJECT OF A LEGAL MATTER INCLUDING BUT NOT LIMITED TO PENSIONS, EMPLOYMENT BENEFIT AND PROFIT SHARING RIGHTS THAT MAY BE CONTROLLED BY ANY OTHER PARTY TO THE LEGAL MATTER.

Clients have read this Agreement and agree to each of the terms and conditions stated in it.

SIGNED AND ACCEPTED this 13 day of January, 2004.

Dr. Zahid Bokhari
Name

Signature

DL#: 19777975 State: TX

SS#: _____

Address: 7719 Las Flores Dr
Houston TX 77083

Phone: 281-879-6609

SIGNED AND ACCEPTED this 13th day of January, 2004.

WAOBIKEZE & ASSOCIATES, P.C.
10101 Harwin Drive, Suite 328
Houston, Texas 77036-1737
TEL: (713) 771-1331
FAX: (713) 771-1471

Ike N. A. Waobikeze, Esq.

NO. 2004-21758

DR. ZAHID BOKHARI AND ZRB CORPORATION, USA Plaintiffs, VS. DEBIT CORPORATION OF AMERICA, INC. Defendant.	§ § § § § § § § §	IN THE DISTRICT COURT 269 JUDICIAL DISTRICT OF HARRIS COUNTY, TEXAS

04 APR 29 PM 2:15

BY DEPUTY

PLAINTIFFS' ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COME DR. ZAHID BOKHARI and ZRB CORPORATION, USA, hereinafter called Plaintiffs, complaining of and about DEBIT CORPORATION OF AMERICA, INC., ("DCA") hereinafter called Defendant, and for cause of action show unto the Court the following:

DISCOVERY CONTROL PLAN LEVEL

1. Plaintiffs intend that discovery be conducted under Discovery Level 2.

PARTIES AND SERVICE

2. Plaintiff, DR. ZAHID BOKHARI, is an Individual whose address is 7719 Las Flores Drive, Houston, Texas 77083.

3. Plaintiff, ZRB CORPORATION, USA, is a Texas Corporation whose address is 7719 Las Flores Drive, Houston, Texas 77083.

4. Defendant DEBIT CORPORATION OF AMERICA, INC., a corporation based in Texas, is organized under the laws of the State of Texas, and service of

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

www.flsb.uscourts.gov

*** NOTICE ***

This proof of claim contains attachments which exceed the five (5) page limitation pursuant to Local Rule 3001-1 (A)(3).

Rule 3001-1 Proof of Claim.

(A)(3) **Attachments:** A proof of claim, including a proof based on a writing and filed pursuant to Bankruptcy Rule 3001(c), should not include more than 5 pages of attachments; however, the proof of claim must include a list or summary of any invoices or other omitted attachments that would have been included but for this page limitation. No original papers shall be attached. **Interested parties requiring copies of the entire instrument upon which liability is based for claims filed pursuant to Bankruptcy Rule 3001(c) shall submit a request directly to the claimant who, without further order of the court, shall provided copies to the requesting party.**