

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO**

In re:)	
)	
SPRINGBOK SERVICES, INC.,)	Chapter 7
)	Case No. 10-25285-HRT
EIN: 20-3400089)	
)	
<i>Debtor.</i>)	

**TRUSTEE’S MOTION TO APPROVE DIALOGUE MARKETING, INC.,
d/b/a DIALOGUE BUSINESS SOLUTIONS SETTLEMENT AGREEMENT**

Joseph G. Rosania, Chapter 7 Trustee (“*Trustee*”) of the bankruptcy estate of Springbok Services, Inc. (“*Debtor*”), hereby requests that the Court enter an Order approving the Dialogue Marketing, Inc., d/b/a Dialogue Business Solutions Settlement Agreement (the “*Settlement Agreement*”) entered into by and between Trustee and Integris Partners, Ltd. (“*Defendant*”). In support hereof, Trustee states as follows:

1. Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on June 18, 2010 (the “*Petition Date*”). The Chapter 11 reorganization case was converted on Debtor’s motion to a liquidation case under Chapter 7 on November 29, 2010. Joseph G. Rosania (“*Trustee*”) is the duly appointed and acting Chapter 7 Trustee of Debtor’s bankruptcy estate.

2. Prior to the *Petition Date*, Debtor made or caused to be made the following payments (collectively the “*Payments*”) to Defendant during the 90-day period immediately prior to the bankruptcy filing:

Check No.	Date	Amount
7128	3/25/10	\$67,560.00
7256	4/23/10	\$72,984.60
		Total: \$140,544.60

3. The Trustee commenced Adversary Proceeding No. 12-1374 HRT (“*Adversary Proceeding*”) on June 15, 2012, seeking to recover the Payments pursuant to Bankruptcy Code §§ 547 and 550.

4. Defendant failed to plead or otherwise defend within the time allowed by the Federal Rules of Bankruptcy Procedure and within the time stated in the Summons. Accordingly, on October 23, 2012, Trustee filed a Motion for Default Judgment (the “*Default Motion*”). A default judgment was entered in favor of Trustee and against Defendant on November 9, 2012 (the “*Default Judgment*”).

5. After the Default Judgment was entered in favor of Trustee, Defendant contacted Trustee's counsel to discuss a settlement.

6. Defendant asserted that it did not receive the Trustee's Complaint or the Summons, has requested that the Default Judgment be set aside, and also asserted defenses to recovery of the Payments under 11 U.S.C. §§ 547(c)(2) and (c)(4).

7. After ongoing good faith discussions, review of Defendant's defenses and in an effort to avoid the cost and delay of further litigation of the Adversary Proceeding, Trustee and Defendant desire to settle the Default Judgment pursuant to the terms and conditions set forth in the Settlement Agreement. A copy of the Settlement Agreement is attached hereto as **Exhibit A**.

8. Pursuant to the Settlement Agreement, in full and complete satisfaction of any and all claims the Trustee or Debtor's estate may have against Defendant related to the Payments or the Default Judgment, Defendant agrees to pay to the Trustee the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) (the "*Settlement Amount*") within ten (10) days after the Bankruptcy Court order approving this Settlement Agreement becomes final and non-appealable. The Settlement Agreement is subject to Bankruptcy Court approval.

9. Trustee believes that the Settlement Agreement is fair and reasonable and in the best interest of the estate. Defendant contacted counsel for Trustee shortly after the entry of the Default Judgment asserting certain defenses to the preference claims. After discussions with Defendant and further investigation, Trustee reviewed the defenses raised by Defendant and believes that Defendant provided evidence of substantial new value and ordinary course of business defenses that would have offset the majority of the preference claims. Trustee evaluated the risk of litigation and the costs and delay of collection efforts on the Default Judgment and believes that the Settlement Amount is a fair settlement of the Default Judgment.

WHEREFORE, Trustee requests that this Court enter an Order approving the Settlement Agreement and granting such other and further relief as the Court deems just and proper.

Date: June 6, 2013

Respectfully submitted,

CONNOLLY, ROSANIA & LOFSTEDT, P.C.

By: /s/ Joli A. Lofstedt
Joli A. Lofstedt, Chapter 7 Trustee
950 Spruce Street, Suite 1C
Louisville, Colorado 80027
303-661-9292 ph
303-661-9555 fx
joli@crlpc.com

Counsel to Joseph G. Rosania, Trustee

Exhibit "A"

**DIALOGUE MARKETING, INC., d/b/a DIALOGUE BUSINESS SOLUTIONS
SETTLEMENT AGREEMENT**

This DIALOGUE MARKETING, INC., d/b/a DIALOGUE BUSINESS SOLUTIONS SETTLEMENT AGREEMENT ("*Settlement Agreement*") is entered into by and between **JOSEPH G. ROSANIA**, the Chapter 7 trustee (the "*Trustee*") of the bankruptcy estate of Springbok Services, Inc, and **DIALOGUE MARKETING, INC., d/b/a DIALOGUE BUSINESS SOLUTIONS** ("*Defendant*").

RECITALS

A. Springbok Services, Inc. ("*Debtor*") filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on June 18, 2010 (the "*Petition Date*") in the United States Bankruptcy Court for the District of Colorado ("*Bankruptcy Court*"). The Chapter 11 reorganization case was converted on Debtor's motion to a liquidation case under Chapter 7 on November 29, 2010. Joseph G. Rosania ("*Trustee*") is the duly appointed and acting Chapter 7 Trustee of Debtor's bankruptcy estate.

B. Prior to the Petition Date, Debtor made or caused to be made the following payments (collectively the "*Payments*") to Defendant during the 90-day period immediately prior to the bankruptcy filing:

<u>Check No.</u>	<u>Date</u>	<u>Amount</u>
7128	3/25/10	\$67,560.00
7256	4/23/10	\$72,984.60
		Total: \$140,544.60

C. The Trustee commenced Adversary Proceeding No. 12-1374 HRT ("*Adversary Proceeding*") on June 15, 2012, seeking to recover the Payments.

D. Defendant failed to plead or otherwise defend within the time allowed by the Federal Rules of Bankruptcy Procedure and within the time stated in the Summons. Accordingly, on October 23, 2012, Trustee filed a Motion for Default Judgment (the "*Default Motion*"). A default judgment was entered in favor of Trustee and against Defendant on November 9, 2012 (the "*Default Judgment*").

E. After the Default Judgment was entered in favor of Trustee, Defendant contacted Trustee's counsel to discuss a settlement.

F. Defendant has asserted that it did not receive the Trustee's Complaint or the Summons, has requested that the Default Judgment be set aside, and has also asserted defenses to recovery of the Payments under 11 U.S.C. §§ 547(c)(2) and (c)(4).

G. After on-going good faith discussions, and in an effort to avoid the cost and delay of further litigation of the Adversary Proceeding, Trustee and Defendant desire to settle the Default Judgment pursuant to the terms and conditions set forth below:

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, Trustee and Defendant (individually, each a "Party" and collectively, the "Parties") agree as follows:

1. **Bankruptcy Court Approval.** The Trustee will file a motion seeking the Bankruptcy Court's approval of this Settlement Agreement within 5 days of execution of this Settlement Agreement. This Settlement Agreement is subject to Bankruptcy Court approval in Debtor's bankruptcy proceeding upon such notice as may be required. If the Bankruptcy Court does not approve this Settlement Agreement, this Settlement Agreement shall be null and void and have no further force and effect, and each of the Parties shall be free to exercise any and all of their respective rights and remedies with respect to the matters compromised and settled pursuant to this Settlement Agreement.

2. **Payment of Settlement Amount to Trustee.** In full and complete satisfaction of any and all claims the Trustee or Debtor's estate may have against Defendant related to the Payments or the Default Judgment, Defendant agrees to pay to the Trustee the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) (the "*Settlement Amount*") within ten (10) days after the Bankruptcy Court order approving this Settlement Agreement becomes final and non-appealable. Such amount shall be made payable and delivered to Trustee as follows: Joseph G. Rosania, Chapter 7 Trustee, and mailed to Trustee at 950 Spruce Street, Suite. 1C, Louisville, CO 80027. Upon receipt of the Settlement Amount, the Trustee will file a satisfaction of judgment under Fed. R. Bankr. P. 9024 and cause the Adversary Proceeding to be dismissed with prejudice.

3. **Facsimile Counterparts.** This Settlement Agreement may be executed in one or more facsimile or e-mail counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

4. **No Third Party Beneficiary.** This Settlement Agreement is not intended to, nor shall it be construed to recognize or create any rights or benefits of any kind in any third party.

5. **Voluntary Agreement.** Each of the Parties hereto agrees, understands, and acknowledges that he or it is not relying upon any inducement or representations made by any other party except as provided herein; that he or it is not entering into this Settlement Agreement under duress, but is doing so as his or its free and voluntary act; that he or it has sought independent legal counseling respecting his or its legal rights or has waived such rights to legal counseling; that he or it is entering into this Settlement Agreement with the full knowledge of the consequences thereof; and that he or it agrees to perform in accordance with the terms of this Settlement Agreement. This Settlement Agreement is being entered into solely as a settlement of claims and does not

represent an admission by the Parties hereto of any liability with respect to the claims and/or defenses asserted or that could have been asserted.

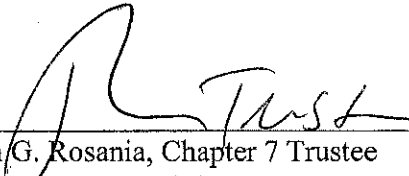
6. **Attorney Fees/Costs.** Each Party will bear its own expenses, including fees of its respective attorneys, accountants, and consultants in connection with this matter.

7. **Further Assurances.** Each Party to this Settlement Agreement hereby agrees to execute and deliver such other or additional documents as may be reasonably requested by another Party to fully effectuate the terms of this Settlement Agreement.

8. **Construction.** This Settlement Agreement shall not be construed more strictly against one Party as compared to another, as the Parties consider that each has contributed materially and substantially to its preparation.

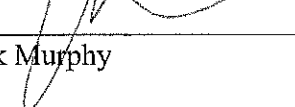
IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the date set forth below:

Dated: May 29, 2013.



Joseph G. Rosania, Chapter 7 Trustee
950 Spruce St., Ste. 1C
Louisville, CO 80027
Tel. (303) 666-1217

DIALOGUE MARKETING, INC., D/B/A
DIALOGUE BUSINESS SOLUTIONS

By: 

Name: Patrick Murphy
Title: CFO

CERTIFICATE OF SERVICE

The undersigned certifies that on June 6, 2013, I served by first class mail, postage pre-paid a copy of the documents entitled **TRUSTEE'S MOTION TO APPROVE DIALOGUE MARKETING, INC., d/b/a DIALOGUE BUSINESS SOLUTIONS SETTLEMENT AGREEMENT, NOTICE and Proposed Order** on all parties against whom relief is sought and those otherwise entitled to service pursuant to the Fed. R. Bankr. P. and these L.B.R. at the following addresses:

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Denver, CO 80202

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/s/ Tami Childers

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