

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF IOWA

IN THE MATTER OF:	)	Chapter 7 Bankruptcy
	)	Case Number: 97-03618 DJ
THOUSAND ADVENTURES, INC.,)	
)	
Debtor.)	
)	
ERIC W. LAM, exclusively in his capacity as Trustee of the bankruptcy of: THOUSAND ADVENTURES, INC., Plaintiff,)	
)	
vs)	
Sprint-Florida, Inc. dba Centel-Florida Defendant	)	Adversary No. 99-99139
)	
vs)	
Sprint Corporation dba United Telephone Company of Florida, Defendant	)	Adversary No. 99-99148
)	
vs.)	
Sprint Corporation Kansas Defendant	)	Adversary No. 00-20083
)	
vs.)	
Sprint Communications Company Texas Defendant	)	Adversary No. 00-20084
)	
vs.)	
Sprint Communications Company, dba, Carolina Telephone Defendant	)	Adversary No. 00-20085
)	
vs.)	
United Telephone Company of Kansas Defendant	)	Adversary No. 00-20088
)	
vs.)	
United Telephone Company of Ohio Defendant	)	Adversary No. 00-20089
)	
vs.)	
Sprint Corporation, d/b/a United Telephone Company (MN) Defendant	)	Adversary No. 00-20090
)	

**MOTION TO APPROVE COMPROMISE SETTLEMENT
AND MOTION TO PAY ATTORNEY FEES**

COMES NOW the Plaintiff in the above-captioned adversaries and hereby moves that this Court approve a compromise settlement with all of the Defendant listed above and dismiss all of the adversaries captioned above, and pay Plaintiff's attorney in theses actions, stating to the Court the following:

1. Extensive discovery has been conducted by Plaintiff herein. A review of the records of the Debtor and Defendants reveals that total transfers made by the Debtor to the Defendants herein were \$9,514.16. Of these transfers, \$2915.70 were pre-petition and \$6598.46 were post-petition.
2. The Defendants assert the typical preference defenses of ordinary course of business, contemporaneous exchange for value and subsequent new value.
3. Defendants have offered the sum of \$3,000.00 in complete and full settlement of the actions brought against them.
4. Trustee has concluded that there may be some merit to some of the defenses set forth above. In which case, if litigation were completed, the Trustee would risk receiving less than the entire amount of the transfers or, no judgment against the Defendants. In addition, if successful, the Trustee would still need to transfer the judgments to the Defendants' states and counties in order to begin execution to collect any judgments.
5. Defendants have already tendered to Plaintiff the sum of \$3,000.00 which is being held in Plaintiff's trust account. The funds will be retained by the Trustee, if this settlement is approved. If this settlement is not approved, all funds paid by the Defendants and deposited by the Trustee will be returned to the Defendants herein.
6. It is in the best interest of this estate that Plaintiff be authorized to accept the sum of \$3,000.00 as full and complete settlement of the above-captioned adversaries and that these adversaries be dismissed with prejudice.
7. On the 16th day of March, 1999, the undersigned was authorized to pursue preference actions on behalf of the Trustee.
8. The terms of that engagement provided that at this point of the litigation, the undersigned would receive one-third of the proceeds, plus out-of-pocket expenses.
9. Assuming this Court approves the compromise settlement, counsel for the Plaintiff is entitled to one-third of the proceeds received, \$1,000.
10. Applications for out-of-pocket expenses have been made on a periodic basis for all of the preference actions and other matters being handled by this counsel for the Plaintiff.
11. If this Court approves this settlement, it is appropriate to enter an order directing the Trustee to pay the undersigned one-third of the settlement, as agreed when the undersigned was engaged to pursue the preference actions.

WHEREFORE, Plaintiff respectfully requests that this Court enter an Order authorizing him to accept the compromise proposed by the Defendants listed above; and, dismiss the adversaries captioned above with prejudice. Plaintiff further respectfully requests that if this settlement is approved, this Court enter an order directing the Trustee to forthwith pay the undersigned one-third of the settlement, \$1,000, and grant such other and further relief as the Court deems just and equitable, given the circumstances.

Dated this 9th day of August, 2000.

/s/ Joseph A. Peiffer
Joseph A. Peiffer IS9999471
P.O. Box 2877
Cedar Rapids, Iowa 52406-2877
Telephone: (319) 365-0437
FAX: (319) 365-5866
ATTORNEY FOR CHAPTER 7 TRUSTEE

CERTIFICATE OF SERVICE

I hereby certify that a copy of the document on which this appears and all enclosures, was mailed the date indicated below, to the parties in interest listed below as required by the Bankruptcy Rules by Day Rettig Peiffer Johansen, P.C.

Dated: August 9, 2000.

Signed: /s/ Sandra L. Brock

James Snyder
Assistant U.S. Trustee
Room 517
210 Walnut Street
Des Moines, IA 50309-2108

Eric W. Lam, Esq.
Moyer & Bergman
PO Box 1943
Cedar Rapids, IA 52406-1943

Mark Feldman
Beving, Swanson & Forrest, P.C.
321 East Walnut Street, Suite 200
Des Moines IA 50309-2048

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THOUSAND ADVENTURES, INC.,)	
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Debtor.)	
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ERIC W. LAM, exclusively in his capacity as Trustee of the bankruptcy of: THOUSAND ADVENTURES, INC., Plaintiff,)	
)	
vs)	
Sprint-Florida, Inc. dba Centel-Florida Defendant	)	Adversary No. 99-99139
)	
vs)	
Sprint Corporation dba United Telephone Company of Florida, Defendant	)	Adversary No. 99-99148
)	
vs.)	
Sprint Corporation Kansas Defendant	)	Adversary No. 00-20083
)	
vs.)	
Sprint Communications Company Texas Defendant	)	Adversary No. 00-20084
)	
vs.)	
Sprint Communications Company, dba, Carolina Telephone Defendant	)	Adversary No. 00-20085
)	
vs.)	
United Telephone Company of Kansas Defendant	)	Adversary No. 00-20088
)	
vs.)	
United Telephone Company of Ohio Defendant	)	Adversary No. 00-20089
)	
vs.)	
Sprint Corporation, d/b/a United Telephone Company (MN) Defendant	)	Adversary No. 00-20090

ORDER APPROVING COMPROMISE AND PAYMENT OF ATTORNEY FEES

THIS COURT having been presented with the Plaintiff's Motion to Approve Compromise Settlement with the Defendant listed above, and Motion to Pay Attorneys Fees, finds that the Motions were filed with this Court and served upon the parties as directed by this Court pursuant to prior Court order herein.

THE COURT FURTHER FINDS that the time for objections has passed and no objections to the settlement or payment of Attorney fees have been filed.

THE COURT FURTHER FINDS that it is in the best interests of the estate that the settlement proposed herein be approved and that the attorney fees be approved with the Trustee being directed to pay the attorney fees.

WHEREFORE, IT IS HEREBY ORDERED that the settlement proposed in the Trustee's Motion be approved and the Trustee is authorized to accept \$3,000.00 in full and complete settlement of his actions against the Defendant listed above.

IT IS FURTHER ORDERED that the Motion to Approve Attorney Fees is approved with the Trustee directed to forthwith pay his attorney the sum of \$1,000.00 from the settlement proceeds.

IT IS FURTHER ORDERED the adversaries listed above are now dismissed with prejudice.

Dated this _____ day of _____, 2000.

LEE M. JACKWIG, Bankruptcy Judge
Southern District of Iowa

Order prepared by:
Joseph A. Peiffer IS 9999471
P.O. Box 2877
Cedar Rapids, IA 52406-2877
Telephone: (319) 365-0437
FAX: (319) 365-5866
ATTORNEY FOR CHAPTER 7 TRUSTEE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF IOWA

IN THE MATTER OF:	)	Chapter 7 Bankruptcy
	)	Case Number: 97-03618 DJ
THOUSAND ADVENTURES, INC.,)	
)	
Debtor.)	
_____)	
ERIC W. LAM, exclusively in his capacity)	
as Trustee of the bankruptcy of:)	
THOUSAND ADVENTURES, INC.,)	
Plaintiff,)	
)	
vs)	
Sprint-Florida, Inc. dba Centel-Florida	)	Adversary No. 99-99139
Defendant)	
)	
vs)	
Sprint Corporation dba United	)	Adversary No. 99-99148
Telephone Company of Florida,)	
Defendant)	
)	
vs.)	
Sprint Corporation Kansas	)	Adversary No. 00-20083
Defendant)	
)	
vs.)	
Sprint Communications Company Texas	)	Adversary No. 00-20084
Defendant)	
)	
vs.)	
Sprint Communications Company, dba,	)	Adversary No. 00-20085
Carolina Telephone)	
Defendant)	
)	
vs.)	
United Telephone Company of Kansas	)	Adversary No. 00-20088
Defendant)	
)	
vs.)	
United Telephone Company of Ohio	)	Adversary No. 00-20089
Defendant)	
)	
vs.)	
Sprint Corporation, d/b/a United Telephone	)	Adversary No. 00-20090
Company (MN))	
Defendant)	

**NOTICE OF MOTION TO APPROVE COMPROMISE SETTLEMENT WITH DEFENDANT,
SPRINT et. al., NOTICE OF MOTION TO APPROVE COMPENSATION FOR ATTORNEY
AND NOTICE OF BAR DATE FOR OBJECTIONS**

TO ALL PARTIES IN INTEREST:

NOTICE IS HEREBY GIVEN that on the 9th day of August, 2000, the Plaintiff filed a Motion to Approve Compromise Settlement with the Defendants listed above, and to Approve Compensation of Attorney for the Trustee. The Motion to Compromise Settlement with the Defendants listed above proposes that the Trustee accept the sum of \$3,000.00 in complete and total settlement of Trustee's claims against Defendants. Trustee has identified transfers of \$9,514.16 having been made to Defendants. Of these transfers \$2,915.70 were pre-petition and \$6,598.46 were post-petition. Defendants has asserted the typical defenses in preference actions: a) contemporaneous exchange for value; b) subsequent new value; and, c) ordinary course of business. Trustee has determined that some of these defenses may be meritorious. Therefore, Trustee has requested that this Court approve the compromise to ensure the estate receives some settlement without the risk and expense which trial would occasion.

NOTICE IS FURTHER GIVEN that Plaintiff's motion also seeks Court approval of compensation for his attorney of one-third of the settlement in the amount of \$1,000, as was agreed when he was hired to pursue these actions on March 16, 1999.

NOTICE IS GIVEN that the bar date for objection to this Motion to Approve Compromise Settlement and Motion to Compensate Attorney shall be the 29th day of August, 2000. The original of all objections shall be filed with the Clerk of U.S. Bankruptcy Court, P.O. Box 9264, Des Moines, Iowa 50309-9264 with copies to James Snyder, Assistant U.S. Trustee, Room 517, 210 Walnut Street, Des Moines, Iowa 50309-2108, Trustee, Eric W. Lam, Moyer & Bergman, P.L.C., P.O. Box 1943, Cedar Rapids, Iowa 52406-1943 and Counsel for Trustee, Joseph A. Peiffer, P.O. Box 2877, Cedar Rapids, Iowa 52406-2877.

NOTICE IS GIVEN that if objections are filed a hearing shall be set by separate notice.

NOTICE IS FURTHER GIVEN that if no objections are timely filed the Court may enter an order consistent with the relief sought in the Motion.

Dated this 9th day of August, 2000.

Eric W. Lam, Trustee

By: /s/ Joseph A. Peiffer
Joseph A. Peiffer IS 9999471
P.O. Box 2877
Cedar Rapids, IA 52406-2877
Telephone: (319) 365-0437
FAX: (319) 365-5866
ATTORNEY FOR CHAPTER 7 TRUSTEE

CERTIFICATE OF SERVICE

I hereby certify that a copy of the document on which this appears and all enclosures, was mailed the date indicated below, to the parties in interest listed below as required by the Bankruptcy Rules by Day Rettig Peiffer Johansen, P.C.; it was also transmitted to Dan Hopper, Chairman of the Thousand Adventures, Inc. Members Committee for posting on the National Association of Members web site. In addition, this Notice was mailed to the parties listed on attached Exhibit B, which are the same parties listed in the Motion to Limit Notice filed in Bankruptcy Case #97-03618DJ on December 1, 1999 as amended on January 12, 2000.

Dated: August 9, 2000.

Signed: /s/ Sandra L. Brock