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ORIGINAL

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

IN RE:
EPICUS COMMUNICATIONS
GROUP, INC.,

CASE NO. 04-34915-BKC-PGH
CHAPTER 11
Jointly Administered

Debtor.

IN RE:
EPICUS INC.,

CASE NO. 04-34916-BKC-PGH
CHAPTER 11

Debtor.

DEBTOR'S MOTION TO APPROVE COLLECTION AGENCY AGREEMENT

EPICUS, INC., the Debtor-in-Possession, by and through undersigned counsel, moves the Court for an Order Approving the Collection Agency Agreement between Epicus, Inc. ("Debtor") and BAY AREA CREDIT SERVICES, LLC regarding collection of the , and would state as follows:

1. On October 25, 2004, the Debtor initiated this case by filing a Voluntary Petition under Chapter 11 of Title 11 of the United States Code in this Court. The Debtor's parent company, Epicus Communications Group, Inc., filed a Voluntary Petition under Chapter 11 on October 25, 2004 under Case No. 04-34915-BKC-PGH.

2. The Debtor is a telephone services re-seller with facilities in Seminole County, Florida. The Debtor has been operating its business and managing its affairs as a Debtor-in-Possession under the authority of 11 U.S.C. §§1107 and 1108.

3. The Debtor has certain accounts which are over ninety (90) days delinquent and wishes to retain BAY AREA CREDIT SERVICES, LLC ("BACS") to assist it in the collection of those

accounts. From the time of the bankruptcy filing through December 14, 2004, accounts over ninety (90) days delinquent exceeded \$424,000.00. The Debtor does its own collections from accounts less than ninety (90) days delinquent.

4. The Collection Agency Agreement for which the Debtor is seeking Court approval provides for a trial period of ninety (90) days, after which a one-year agreement will be negotiated between the parties. The Collection Agency Agreement provides for the assignment of the delinquent accounts to BACS. BACS will take all actions to collect the accounts. BACS will be paid a contingency fee as described on the Schedule of Commissions attached to the Agreement. In addition, BACS will pay all costs of collection. However, legal action will not be undertaken on any account without the Debtor's authorization. A copy of the Agreement is attached hereto as Exhibit "A".

5. BACS will remit collectet funds to the Debtor on a monthly basis and provide reports to the Debtor.

6. BACS is a recognized nationwide collection agency, with its main office in San Jose, California. BACS has been in business since 1963.

WHEREFORE, the Debtor moves that this Court enter an Order allowing the Debtor to enter into the Collection Agency Agreement with BACS under the terms and conditions set forth in the Agreement and for such other and further relief as this Court deems just and proper.

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via U.S. Mail

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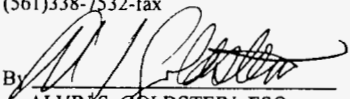
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COLLECTION AGENCY AGREEMENT

this 5th day of May, 2004 to all parties on the attached matrix

I HEREBY CERTIFY that I am admitted to the Bar of the United States District Court for the Southern District of Florida and I am in compliance with the additional qualifications to practice in this Court set forth in Local Rule 2090-1(A).

FURR AND COHEN, P.A.
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By 
ALVIN S. GOLDSTEIN, ESQ.
Florida Bar No. 993621
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This Collection Agency Agreement ("Agreement"), by and between Epicus, Inc. ("Principal") and Bay Area Credit Services, LLC ("BACS") (collectively "Parties"), is effective as of the date of execution ("Commencement Date").

FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Principal hereby appoints BACS to collect money owing to Principal for accounts presently assigned to BACS, or assigned from time to time hereafter for a trial period of 90 days (beginning on April 15, 2005, after which time a one year agreement will be negotiated for the exclusive right to collect Principals accounts assigned to collection for one year from the Commencement Date..
2. Principal hereby authorizes BACS to act in Principal's name, to perform any and all lawful acts which, in BACS' judgment, may be necessary to collect such accounts, and to endorse the name of Principal on such drafts, checks, money orders and any and all other instruments and/or payments payable to Principal which may be received by BACS on such accounts. This authorization is subject to the obligation of BACS to pay the balance of such collections on a monthly basis to Principal following deduction of all amounts due BACS including BACS' commission on payments made directly to Principal. Principal also authorizes BACS to deduct the Postage, expended during the three month trial period from the balance of collection for the accounts that are placed for less than 12 months or until an annual, automatically renewable contract is negotiated and put in place, at which time the Postage deducted will be reimbursed back to the Principal.
3. Principal shall have the right to direct BACS to accept a discounted amount of the principal balance as payment in full of an assigned account, but all arrangements for deferred or installment payments shall be made by BACS.
4. BACS shall retain all collections rights to accounts assigned to BACS unless canceled in writing by Epicus. If an assigned account was paid to Principal and posted by Principal prior to the date of assignment, Principal may request BACS to cancel the account. However, Principal shall pay a cancellation set-up fee of \$10.00 for all accounts cancelled by Principal within five (5) days from the date of assignment where the account was paid prior to the date of assignment. On all other accounts, BACS shall receive its commission in accordance with the Schedule of Commissions attached hereto.
5. Debtors or other third parties may at times elect or be directed to pay Principal. Principal will report such payments to BACS on a monthly basis.
6. Legal action will not be undertaken on any account without written authorization from Principal. All costs of collection and suit shall be paid by BACS. All amounts collected in addition to Principal, including but not limited to interest, court costs, and attorney's fees, will be retained by BACS to partially compensate for work done on accounts where there is no recovery and to offset losses for advanced court costs on uncollected accounts.
7. BACS may forward accounts to a collection agency doing business in a county near debtor's residence to continue collection activity.
8. If there is no recovery, there is no charge to Principal, including costs incurred by

Exhibit "A"

BACS.

9. Prior to assignment, Principal shall not refer to BACS by name in any correspondence from Principal to debtor.
10. After the account is assigned to BACS, Principal and Principal's agents, including any billing service, shall not communicate with the debtor other than to refer debtor to BACS.
11. On any assigned Pre-Collection accounts, Principal authorizes BACS to use Principal's name when contacting the debtor and /or debtor's attorney of record.
12. Principal authorizes BACS to report accounts to a credit reporting agency of its choice.
13. Unless prohibited by law or contract, BACS shall have the right to charge interest at the rate of 10% per annum on the Principal amount assigned on each account. Interest shall be calculated as simple interest from the date of last payment. If the debtor has never made a payment, interest shall be calculated from the date of default. If Principal is unable to provide a date of default, the date of assignment shall become the interest calculation date. Unless prohibited by law or contract, BACS shall retain all interest collected. BACS shall have the right to settle or compromise interest charges on accounts assigned by Principal as it seems appropriate.
14. BACS represents and warrants that it will abide by all federal, state and local laws and regulations governing or otherwise applicable to debt collection, business practice or other practices or actions by BACS, its officers, directors, parents, divisions, employees, agents, servants, or any of them, in the performance of service hereunder.

16. Indemnification and Insurance.

A. BACS agrees to indemnify and hold Principal harmless from and against all claims, demands, actions, causes of action or losses that may arise or be asserted for injuries, damages, or loss sustained or incurred, or alleged to have been sustained or incurred, by any person, including, but not limited to, employees of Principal, as a result of willful or negligent conduct of BACS, its officers, directors, parents, agents or servants, or any of them, if Principal gives BACS reasonable notice of any such claim, demand, action, cause of action or loss. BACS shall have the right to defend any such claim, demand, action, cause of action, or loss and Principal shall not compromise the same without BACS' consent.

B. BACS agrees to provide and maintain in effect during the term hereof, an insurer or insurers to provide workers compensation insurance covering all its agents, servants or employees engaged in performing services hereunder and to likewise provide and maintain general liability, including: contractual liability; products/completed operations liability; and employers liability insurance, each with minimum policy limits of \$1,000,000 per occurrence. With respect to all such policies (except workers compensation/employers liability), Principal shall be named as an additional insured (endorsement required). A cross liability or a severability of interests clause shall be included and such insurance shall be primary with respect to the defense and indemnification of Principal in accordance with Section 16(A) of this Agreement. In addition, all such policies (including workers compensation/employers liability) shall provide for thirty (30)

days advance written notice to Principal of cancellation, non-renewal or material change, and shall provide that the insurance carrier(s) waives any right of subrogation against Principal.

17. In performing services hereunder, BACS is an independent contractor and this Agreement shall not be construed as a contract of agency or employment for the performance of said services. BACS shall be solely responsible and liable for payment of all fees and taxes imposed under unemployment insurance, social security, business license and other tax laws; will comply with all ordinances, rules and regulations relating thereto; and will be responsible for all wages and other expenses payable or incurred by BACS hereunder. BACS shall take all necessary precautions to safeguard the confidentiality and propriety nature of Principal's records and information (in any form or medium, including such information that may be designated for disposal/recycling) made available to BACS or to which BACS' employees or agents have access. All BACS employees and agents performing services shall be informed of this obligation.

IN WITNESS WHEREOF the parties have executed this Agreement on the date and year set forth below.

Bay Area Credit Service, LLC

BY: _____
Name: Sunil Rajadhyaksha
Its: _____
Dated: _____

PRINCIPAL:

Epicus, Inc. _____ Deleted: _____
BY: _____
Name: _____
Its: _____
Dated: _____

SCHEDULE OF COMMISSIONS

BACS shall receive as commission according to the slab structure as listed below the following percentage of the principal sum on all accounts assigned to BACS pursuant to this Agreement:

| STAGE OF DEBT | | CONTINGENCY FEE | MONTHS FROM CHARGE OFF |
|-----------------|---|-----------------|------------------------|
| Pre-Primary | 0 | 15% | 0-3 months |
| Primary | 0 | 25% | 4-12 months |
| Secondary | 1 | 35% | 13-18 months |
| Tertiary | 2 | 45% | 19-30 months |
| Quaternary | 3 | 45% | 31-48 months |
| Quaternary Plus | 3 | 50% | 49 months plus |

Contingency fee will be determined based on months from charge-off at time of collection.

