



United States District Court  
Southern District of Texas  
FILED

JUN 25 2008

Michael N. Milby, Clerk

June 23, 2008

United States Bankruptcy Court  
Southern District of Texas  
Houston Division  
515 Rusk Ave.  
Houston TX 77002

**Re: Case No. 05-90080-H. (Chapter 7)**  
**Claim No. 228**  
**Date filed: 7/21/06**

To Whom It May Concern:


A TNG Marketing System was purchased on 12/20/2004 for a fee of \$37,950.00.

The contract stated that TNG's marketing training program would generate 10 new patients per month using their system.

The TNG system never produced any new patients and they refused to honor their commitment.

Enclosed is the contract and a copy of the check. Please feel free to contact me should you require any additional information. Thank you.

Sincerely,

  
Wayne Rebarber D.C.

kel/WK



**REBARBER FAMILY CHIROPRACTIC**  
**DR. WAYNE REBARBER**  
 307 RARITAN AVENUE  
 HIGHLAND PARK, N.J. 08904

WACHOVIA  
 Highland Park, NJ 08904-2774

65-2/212 004180

CHECK NO.

DATE 12/22/04 AMOUNT 37,850.00

Thirty-seven Thousand Nine Hundred Fifty And 00/100 Dollars

PAY TO THE ORDER OF  
 Today's Destiny Inc.  
 855 Dairy Ashford Ste 207  
 HOUSTON, TX 77079

1221011845228712732720050000 122000000  
 0747842755

#004180# @021200025@20050020180000# #0003795000#

**FLEET**  
 1230 124 5 99 12302004  
 1230

WELLS FARGO BANK, N.A. DAL  
 12/23/04 TR#346 822  
 1221-0527-84  
 036827222

WELLS FARGO HOUSTON 122004  
 TR#7946 PFT #0021  
 1221-0527-84  
 285300000

83100011  
 COLLECTING BANK 41921  
 SVC-751 12302004 82K  
 1230

ENDORSE HERE  
 PAY TO THE ORDER OF  
 WELLS FARGO BANK  
 HOUSTON, TX 77253-3328  
 #01 DEPOSIT ONLY  
 111900659  
 TODAY'S DESTINY, INC.  
 0747842755

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FEDERAL RESERVE BOARD OF GOVERNORS REG. NO.

Account	Date	Amount	Serial Number	Sequence	Status
00002005001000243	12-30-2004	\$37,950.00	00000000004180	000000000552610000	Posted Items

Wachovia Bank, N.A. certifies that the above image is a true and exact copy of the original item issued by the named customer, and was produced from original data stored in the archives of Wachovia Bank, N.A. or its predecessors.





*Wellness Center Ltd.*

Southport Grace Wellness Center  
1209 W. Grace St.  
Chicago, IL 60613  
phone: 773-525-2225 fax 773-525-2990

Clerk of the United States Bankruptcy Court  
515 Rusk Avenue  
Houston, Texas 77002

CASE# 05-90080

We recently received an objection to our proof of claim in the Today's Destiny Bankruptcy case. We do not agree with the objections stated and request that our claim be accepted.

We entered into an agreement with TNG Marketing (Today's Destiny) in late September 2004. TNG promised a comprehensive marketing and practice management program. TNG's 10 step program was never executed and we did not receive any practice management or marketing services. We received an outdated personal computer with an autodialer card. All components of this system can be purchased new for less than \$800 dollars. Our contract with TNG was valued at \$28,500 dollars.

We entered into a lease agreement with Banker's Healthcare Group (BHG) who funded this transaction. TNG established this agreement with BHG. When we realized that TNG was not providing any of the promised services, we negotiated a payoff with BHG to protect our business and my personal credit. Our payments, interest expense, and attorney's fees total over our requested proof of claim request of \$28,000 dollars.

Our claim was submitted via certified mail within the time required.

All supporting documents have been provided, including signed contracts, written communications via fax and mail from TNG and BHG, and proof of payment. These documents can be reproduced at any time.

Our position remains that Southport Grace Wellness Center was defrauded by Today's Destiny and our supporting documents more than establish proof and support this claim.

Please consider our request and allow our proof of claim to be entered in this case.

Sincerely,

Dr. Christopher C. Wolcott  
Chiropractic Physician  
Certified Acupuncturist

United States District Court  
Southern District of Texas  
FILED

06/28/2008

JUL 07 2008

Michael N. Milby, Clerk

SOUTHPORT GRACE WELLNESS CENTER, LTD.



UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

TODAY'S DESTINY, INC.

CASE NO. 05-90080  
CHAPTER 7

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IN RE:	§	
	§	
JOSEPH M. HILL, TRUSTEE IN	§	
BANKRUPTCY FOR DEBTOR	§	
	§	
VS.	§	Adversary No. 06-3285
	§	
MICHAEL DAY, MAX DAY, MAX O. DAY	§	
JARED DAY, PAMELA DAY, MEDICUS	§	
MARKETING, INC., IBD MARKETING,	§	
INC., TEAMWORK INVESTMENTS, LLC,	§	
STRAIGHTWAY CHIROPRACTIC CDA,	§	
AMERIVESTORS, INC., AND LAB	§	
HOLDINGS, INC.	§	

**DR. DENNIS QUINLAN RESPONSE TO  
OBJECTION TO PROOF OF CLAIM**

COMES NOW, DR. DENNIS QUINLAN ("Claimant") and files this his Response to all Objections filed by all parties including Debtors, the Trustee, and any Third-Parties to the adversarial action filed herein, and would show the Court as follows:

1. Claimant filed his Proof of Claim [140-1] in this bankruptcy proceeding on April 25, 2006. A copy of the Proof of Claim is attached hereto as Exhibit "A."
2. As reflected by the Proof of Claim, Claimant asserts monetary damages against TNG in the total amount of \$51,077.16.
3. The total amount of Claimant's claim in the amount of \$51,077.16 represents the following category of damages: (a) actual/compensatory damages and contractual amount; (b) out-of-pocket and consequential damages; (c) attorneys' fees.





4. The claims against TNG, as well as its principals as named in the adversarial proceeding, are well known to debtors, the Trustee and all Third-Parties. The claims are based upon causes of action for fraudulent inducement, negligent misrepresentation, breach of contract, violation of the Texas Deceptive Trade Practices Act, and breach of contract. Debtors and TNG in marketing and selling their goods and services to Claimant fraudulently and/or negligently misrepresented characteristics of the goods and services and did so with the intent to deceive Claimant for the purpose of entering into the contract with the Debtors/TNG. Most notably, Debtors/TNG guaranteed Claimants that their investment in the "system" would be fully refunded if the "system" did not produce a certain number of new clients per month.

At the time that Debtors/TNG made promises to Claimant, Debtors/TNG were aware that they were unable to perform and did not intend to perform as promised, rendering the contracts void as a matter of law. The goods and services provided to Claimant by Debtors/TNG failed. Debtors/TNG failed and refused to honor its obligations under the contracts, materially breaching the contracts which they had fraudulently induced. As a result of Debtors/TNG's fraudulent inducement, negligent misrepresentation, breach of contract and Deceptive Trade Practices, Claimant was injured and incurred actual, out-of-pocket and consequential damages as well as attorneys' fees.

5. As it concerns the claims and causes of actions against the Third-Party Leasing Companies included in the adversarial proceeding herein, Claimant is without knowledge of any facts or circumstances which would support those claims. To that extent, Claimant exclusively relies upon the Trustee and its counsel for the assertions and



prosecution of those claims. To the extent any third party leasing company or lender has objected to Claimant's proof of claim, this Response is intended to directly refute any legal or factual basis of that objection.

6. Claimant offers as exhibit "B" the following proof and documentary evidence in support of his claims and damages.

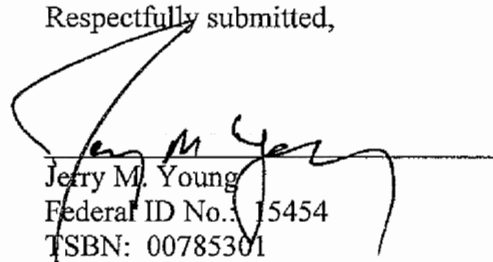
7. Claimant's counsel is in possession of other documents which support the history of negotiations, representations and actionable conduct alleged against TNG and Debtors. This documentation is available for inspection and copying upon any parties' request.

8. Claimant has further incurred, at least, attorney's fees in the amount of \$2,500.00 in connection with his attempt to recover damages against Debtors/TNG. Pursuant to the Federal Rules of Civil Procedure, the undersigned counsel verifies that this amount is true and correct, was reasonable and necessary and is reflective of, at the least, reasonable attorneys' fees charged to a client as it concerns representation for these types of services in Houston, Harris County, Texas.

9. **WHEREFORE, PREMISES CONSIDERED,** Claimant respectfully requests that the Court overrule all parties' objections to his proof of claim, and that his proof of claim be accepted by the Trustee, and paid in full.



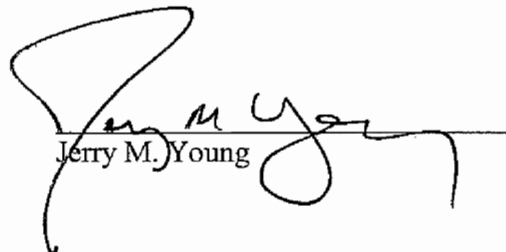
Respectfully submitted,



Jerry M. Young  
Federal ID No.: 15454  
TSBN: 00785301  
COATS | ROSE  
3 Greenway Plaza, Suite 2000  
Houston, Texas 77046  
(713) 651-0111 Telephone  
(713) 651-0220 Facsimile  
Counsel for Dr. Dennis Quinlan

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above and foregoing instrument was forwarded to all known counsel of record in the manner required by the Rules, on this the 30th day of June, 2008.



Jerry M. Young

