

Electronically Filed
JUN 19 2012 02:33 p.m.
CLERK OF THE COURT
Tracie K. Lindeman
Clerk of Supreme Court

MICHAEL B. LEE, ESQ.
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Attorneys for UI SUPPLIES,
UNINET IMAGING, INC., and NESTOR SAPORITI

**IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN
AND FOR THE COUNTY OF CLARK**

IRA AND EDYTHE SEAVER FAMILY
TRUST, IRA SEAVER, CIRCLE
CONSULTING CORPORATION,

Case No.: A587003
Dept. No.: XI

Plaintiff,

vs.

UI SUPPLIES, UI TECHNOLOGIES,
UNINET IMAGING, INC., NESTOR
SAPORITI and DOES 1 through 20, and ROE
entities 21 through 40, inclusive; DOES I
through X, inclusive; and ROE BUSINESS
ENTITIES I through X, inclusive,

Defendants.

**NOTICE OF APPEAL TO THE SUPREME COURT FROM A JUDGMENT OF A
DISTRICT COURT**

MICHAEL B. LEE, P.C.
2000 So. Eastern Avenue
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TEL – (702) 477.7030; FAX – (702) 477.0096

**NOTICE OF APPEAL TO THE SUPREME COURT FROM A JUDGMENT OF A
DISTRICT COURT**

Notice is hereby given that UI SUPPLIES, UI TECHNOLOGIES, UNINET IMAGING, INC., NESTOR SAPORITI, Defendants above named, hereby appeal to the Supreme Court of Nevada from the final judgment entered in this action on the 21 day of May, 2012.

Dated this 15 day of June, 2012.

MICHAEL B. LEE, P.C.

/s/ Michael Lee
MICHAEL B. LEE, ESQ. (NSB 10122)
2000 So. Eastern Avenue
Las Vegas, Nevada 89104
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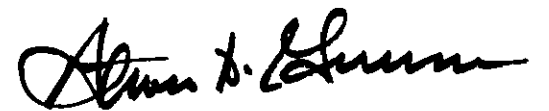
MICHAEL B. LEE, P.C.
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CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 15 day of June, 2012, I e-mailed a copy and placed a copy of the **NOTICE OF APPEAL TO THE SUPREME COURT FROM A JUDGMENT OF A DISTRICT COURT** as required by Eighth Judicial District Court Rule 7.26 by delivering a copy or by mailing by United States mail it to the last known address of the parties listed below, facsimile transmission to the number listed, and/or electronic transmission through the Court's electronic filing system to the e-mail address listed below.

Jeffrey R. Albregts, Esq. (NBN 0066)	Ira Seaver
SANTORO, DRIGGS, WALCH, KEARNEY,	2407 Ping Drive
HOLLEY & THOMPSON	Henderson, NV 89074
400 South Fourth Street, Third Floor	iseaver@aol.com
Las Vegas, Nevada 89101	In Proper Person
Tel: (702) 791-0308	
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jalbregts@nevadafirm.com	
Attorneys for Circle Consulting and Seaver	
Family Trust	

/s/ Desy Wang
An employee of MICHAEL B. LEE, P.C.



CLERK OF THE COURT

MICHAEL B. LEE, ESQ.
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Attorneys for UI SUPPLIES,
UNINET IMAGING, INC., and NESTOR SAPORITI

**IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN
AND FOR THE COUNTY OF CLARK**

IRA AND EDYTHE SEAVER FAMILY
TRUST, IRA SEAVER, CIRCLE
CONSULTING CORPORATION,

Case No.: A587003

Dept. No.: XI

Plaintiff,

vs.

UI SUPPLIES, UI TECHNOLOGIES,
UNINET IMAGING, INC., NESTOR
SAPORITI and DOES 1 through 20, and ROE
entities 21 through 40, inclusive; DOES I
through X, inclusive; and ROE BUSINESS
ENTITIES I through X, inclusive,

Defendants.

CASE APPEAL STATEMENT

MICHAEL B. LEE, P.C.
2000 So. Eastern Avenue
Las Vegas, Nevada 89104
TEL - (702) 477.7030; FAX - (702) 477.0096

CASE APPEAL STATEMENT

1. Name of appellant filing this case appeal statement:

UI SUPPLIES (“UIS”) and UI TECHNOLOGIES (“UIT”) (collectively referred to as “UI Defendants”).

2. Identify the judge issuing the decision, judgment, or order appealed from:

Hon. Elizabeth Gonzalez, Department XI, of the Eighth Judicial District Court, County of Clark.

3. Identify each appellant and the name and address of counsel for each appellant:

Appellants – UIS and UIT

Michael B. Lee, Esq.
MICHAEL B. LEE, P.C.
2000 So. Eastern Avenue
Las Vegas, NV 89104
Tel – 702.731.0244
Fax – 702.477.0096
Counsel for UI Defendants

Gary E. Schnitzer, Esq.
KRAVITZ, SCHNITZER, SLOANE, &
JOHNSON, CHTD.
8985 So. Eastern Avenue, Suite 200
Las Vegas, NV 89123
Tel – 702.362.6666
Fax – 702.362.2203
Counsel for UI Defendants

4. Identify each respondent and the name and address of appellate counsel, if known, for each respondent (if the name of a respondent's appellate counsel is unknown, indicate as much and provide the name and address of that respondent's trial counsel):

Respondents – Ira and Edythe Family Trust, Ira Seaver, and Circle Consulting Corp.

Jeffrey R. Albregts, Esq.
COTTON, DRIGGS, WALCH
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101
Tel: (702) 791-0308
Fax: (702) 791-1912
*Attorneys for Seaver Family Trust and
Circle Consulting*

Ira Seaver
2407 Ping Drive
Henderson, NV 89074
In Proper Person

5. Indicate whether any attorney identified above in response to question 3 or 4 is not licensed to practice law in Nevada and, if so, whether the district court granted that attorney permission to appear under SCR 42:

Not applicable.

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6. **Indicate whether appellant was represented by appointed or retained counsel in the district court:**

Appellants retained counsel in the district court action.

7. **Indicate whether appellant is represented by appointed or retained counsel on appeal:**

Appellants retained counsel on appeal.

8. **Indicate whether appellant was granted leave to proceed in forma pauperis, and the date of entry of the district court order granting such leave:**

Appellants have not requested leave to proceed in forma pauperis.

9. **Indicate the date the proceedings commenced in the district court (e.g., date complaint, indictment, information, or petition was filed):**

Respondents filed the Complaint on April 3, 2009.

10. **Provide a brief description of the nature of the action and result in the district court, including the type of judgment or order being appealed and the relief granted by the district court:**

This action arises over a dispute related to a consulting agreement between Circle Consulting (Ira Seaver's company) and Summit Technologies in 2004. In 2007, Summit sold substantially all of its assets to UI Technologies ("UIT") and UI Supplies ("UIS"). It is undisputed that UIS and UIT did not want to assume the consulting agreement.

On April 3, 2009, Plaintiffs filed a Complaint against Helfstein Defendants and UI Defendants, asserting ten causes of action: (1) Breach of Circle Consulting Contract (against all Defendants); (2) Breach of Summit Technologies Formation Agreement (against Helfstein Defendants Only); (3) Breach of Summit Technologies Operating Agreement (against Helfstein Defendants and Summit Only); (4) Breach of Fiduciary Duty (against Helfstein Defendants Only – amended at trial to include UI Defendants); (5) Promissory Estoppel (against UniNet Defendants Only); (6) Unjust Enrichment (against UniNet Defendants Only); (7) Accounting (against Summit and Helfstein Defendants Only – dismissed at the close of Plaintiffs' case); (8) Declaratory Relief (against All Defendants); (9) Breach of Implied Covenant of Good Faith and Fair Dealing (against All Defendants – district court dismissed tortious breach of the covenant of good faith and faith dealing at the close of Plaintiffs' case); and (10) Alter Ego (against All

Defendants – district court dismissed claims against UI Defendants at the close of Plaintiffs’ case).

On May 18, 2012, the District Court entered findings of fact and conclusions of law, finding in favor of Plaintiffs on the claims for promissory estoppel, breach of contract, and breach of the implied covenant of good faith and fair dealing for damages, as of May 31, 2012, for \$565,597.44. Plaintiffs entered these findings on May 21, 2012. Appellants are now appealing the district court’s findings of fact and conclusions of law on numerous grounds.

11. Indicate whether the case has previously been the subject of an appeal to or original writ proceeding in the Supreme Court and, if so, the caption and Supreme Court docket number of the prior proceeding:

The Helfstein Defendants appealed the district court’s order denying their request to compel arbitration.

LEWIS HELFSTEIN, MADALYN HELFSTEIN, SUMMIT LASER PRODUCTS, INC., SUMMIT TECHNOLOGIES LLC	No. 56383
Appellants	District Court No.: A587003
vs.	
UI SUPPLIES, UNINET IMAGING AND NESTOR SAPORITI,	
Respondents.	

12. Indicate whether this appeal involves child custody or visitation:

Not applicable.

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13. If this is a civil case, indicate whether this appeal involves the possibility of settlement:

Appellants are open to resolving this case through settlement.

Dated this 15 day of June, 2012.

MICHAEL B. LEE, P.C.

/s/ Michael Lee
MICHAEL B. LEE, ESQ. (NSB 10122)
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INC., UI TECHNOLOGIES, and NESTOR
SAPORITI

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CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 15 day of June, 2012, I e-mailed a copy and placed a copy of the **CASE APPEAL STATEMENT** as required by Eighth Judicial District Court Rule 7.26 by delivering a copy or by mailing by United States mail it to the last known address of the parties listed below, facsimile transmission to the number listed, and/or electronic transmission through the Court's electronic filing system to the e-mail address listed below.

Jeffrey R. Albregts, Esq. (NBN 0066)	Ira Seaver
SANTORO, DRIGGS, WALCH, KEARNEY,	2407 Ping Drive
HOLLEY & THOMPSON	Henderson, NV 89074
400 South Fourth Street, Third Floor	<u>iseaver@aol.com</u>
Las Vegas, Nevada 89101	In Proper Person
Tel: (702) 791-0308	
Fax: (702) 791-1912	
<u>jalbregts@nevadafirm.com</u>	
Attorneys for Circle Consulting and Seaver	
Family Trust	

/s/ Desy Wang
An employee of MICHAEL B. LEE, P.C.

DEPARTMENT 11
CASE SUMMARY
CASE No. 09A587003

Ira And Edythe Seaver Family Trust, Plaintiff(s)
vs.
UI Supplies, Defendant(s)

§
§
§
§
§
§

Location: **Department 11**
Judicial Officer: **Gonzalez, Elizabeth**
Filed on: **04/03/2009**
Case Number History:
Conversion Case Number: **A587003**
Supreme Court No.: **56383**

CASE INFORMATION

Case Type: **Business Court**
Case Flags: **Discovery heard by Department**
Deemed Complex
Appealed to Supreme Court
Jury Demand Filed
Automatically Exempt from Arbitration

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number 09A587003
Court Department 11
Date Assigned 05/22/2009
Judicial Officer Gonzalez, Elizabeth

PARTY INFORMATION

Plaintiff

Circle Consulting Corporation

Albregts, Jeffrey Richard
Retained
702-791-0308(W)

Ira And Edythe Seaver Family Trust

Seaver, Ira

Pro Se
702-373-9900(H)

Defendant

Helfstein, Lewis

Removed: 11/23/2009
Dismissed

Helfstein, Madalyn

Removed: 11/23/2009
Dismissed

Saporiti, Nestor

Lee, Michael B.
Retained
7028226382(W)

Summit Laser Products Inc

Removed: 11/23/2009
Dismissed

Summit Technologies LLC

Removed: 11/23/2009
Dismissed

UI Supplies

Lee, Michael B.
Retained
7028226382(W)

UI Technologies

Lee, Michael B.
Retained

DEPARTMENT 11
CASE SUMMARY
CASE No. 09A587003

7028226382(W)

Uninet Imaging Inc

Lee, Michael B.
Retained
7028226382(W)

Conversion **No Convert Value @ 09A587003**
Extended Removed: 04/24/2009
Connection Type Converted From Blackstone

Counter Claimant **Saporiti, Nestor**

Schnitzer, Gary
Retained
702-222-4149(W)

UI Supplies

Schnitzer, Gary
Retained
702-222-4149(W)

Uninet Imaging Inc

Schnitzer, Gary
Retained
702-222-4149(W)

Counter Defendant **Circle Consulting Corporation**

Albregts, Jeffrey Richard
Retained
702-791-0308(W)

IRA and Edythe Seaver Family Trust

IRA Seaver

Pro Se
702-373-9900(H)

Cross Claimant **Saporiti, Nestor**
Removed: 05/09/2011
Dismissed

Schnitzer, Gary
Retained
702-222-4149(W)

UI Supplies
Removed: 05/09/2011
Dismissed

Schnitzer, Gary
Retained
702-222-4149(W)

Uninet Imaging
Removed: 05/09/2011
Dismissed

Schnitzer, Gary
Retained
702-222-4149(W)

Cross Defendant **Helfstein, Lewis**
Removed: 05/09/2011
Dismissed

Oakes, John Michael
Retained
7028808200(W)

Helfstein, Madalyn
Removed: 05/09/2011
Dismissed



Oakes, John Michael
Retained
7028808200(W)

Summit Laser Products Inc
Removed: 05/09/2011
Dismissed

Oakes, John Michael
Retained
7028808200(W)

Summit Technologies LLC
Removed: 05/09/2011
Dismissed











Oakes, John Michael
Retained
7028808200(W)

DATE	EVENTS & ORDERS OF THE COURT	INDEX
04/03/2009	 Complaint COMPLAINT FILED Fee \$151.00	09A5870030001.tif pages
04/03/2009	 Initial Appearance Fee Disclosure Filed By: Plaintiff Ira And Edythe Seaver Family Trust INITIAL APPEARANCE FEE DISCLOSURE	09A5870030002.tif pages



DEPARTMENT 11
CASE SUMMARY
CASE No. 09A587003

05/21/2009	 Request to Transfer to Business Court <i>Request for Transfer to Business Court</i>
05/22/2009	 Notice of Department Reassignment
06/15/2009	 Declaration <i>Declaration of Non-Service</i>
06/15/2009	 Declaration <i>Declaration of Non-Service</i>
06/18/2009	 Summons <i>Summons</i>
06/25/2009	 Notice <i>Notice of Association</i>
06/25/2009	 Demand for Jury Trial <i>Demand for Jury Trial</i>
06/26/2009	 Summons <i>Summons</i>
06/26/2009	 Summons <i>Summons</i>
06/26/2009	 Summons <i>Summons</i>
06/26/2009	 Summons <i>Summons</i>
06/26/2009	 Summons <i>Summons</i>
07/02/2009	 Initial Appearance Fee Disclosure Filed By: Defendant UI Supplies; Defendant Uninet Imaging Inc
07/02/2009	 Motion to Dismiss Filed By: Defendant UI Supplies; Defendant Uninet Imaging Inc; Defendant Saporiti, Nestor <i>(Vacated 08-20-2009)</i>
07/20/2009	 Opposition to Motion to Dismiss Filed By: Plaintiff Ira And Edythe Seaver Family Trust; Plaintiff Seaver, Ira; Plaintiff Circle Consulting Corporation <i>Plaintiffs' Opposition to Motion to Dismiss</i>
07/30/2009	 Reply to Opposition Filed by: Defendant UI Supplies; Defendant Uninet Imaging Inc <i>Reply to Plaintiffs Opposition to Motion to Dismiss</i>

DEPARTMENT 11
CASE SUMMARY
CASE No. 09A587003

08/04/2009	 Motion to Dismiss (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 07/02/2009 Motion to Dismiss <i>Defts UI Supplies, Uninet Imaging and Nestor Saporiti's Motion to Dismiss</i>
08/20/2009	 Order Vacating Filed By: Plaintiff Ira And Edythe Seaver Family Trust; Plaintiff Seaver, Ira; Plaintiff Circle Consulting Corporation <i>Order Vacating Motion to Dismiss</i>
08/21/2009	 Notice of Entry of Order Filed By: Plaintiff Ira And Edythe Seaver Family Trust; Plaintiff Seaver, Ira; Plaintiff Circle Consulting Corporation <i>Pltf's Notice of Entry of Order Vacating Motion to Dismiss</i>
09/09/2009	 Motion to Dismiss Filed By: Defendant UI Supplies; Defendant Uninet Imaging Inc; Defendant Saporiti, Nestor <i>Motion to Dismiss, or in the Alternative, Motion for Dismissal of Breach of Circle Consulting Contract Claim</i>
09/09/2009	 Three Day Notice of Intent to Default Filed by: Plaintiff Ira And Edythe Seaver Family Trust; Plaintiff Seaver, Ira; Plaintiff Circle Consulting Corporation <i>Plaintiffs Three Day Notice of Intent to Default</i>
09/11/2009	 Notice of Hearing Filed By: Defendant UI Supplies; Defendant Uninet Imaging Inc; Defendant Saporiti, Nestor <i>Notice of Hearing on Motion to Dismiss, or in the alternative, Motion for Dismissal of Breach of Circle Consulting Contract Claim</i>
10/08/2009	 Opposition Filed By: Defendant UI Supplies; Defendant Uninet Imaging Inc <i>Opposition to Countermotion for Early Discovery</i>
10/08/2009	 Reply to Opposition Filed by: Defendant UI Supplies; Defendant Uninet Imaging Inc <i>Reply to Plaintiffs' Opposition to Motion to Dismiss</i>
10/09/2009	 Reply Filed by: Plaintiff Ira And Edythe Seaver Family Trust; Plaintiff Seaver, Ira; Plaintiff Circle Consulting Corporation <i>Plaintiffs' Reply to Countermotion for Early Discovery</i>
10/15/2009	Motion to Dismiss (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 09/09/2009 Motion to Dismiss <i>Defts UI Supplies, Uninet Imaging, and Nestor Saporiti's Motion to Dismiss, or in the Alternative, Motion for Dismissal of Breach of Circle Consulting Contract Claim</i>
10/15/2009	Opposition and Countermotion (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 10/15/2009 Opposition and Countermotion <i>Plaintiffs Opposition to Motion To Dismiss and Countermotion for Early Discovery</i>
10/15/2009	 All Pending Motions (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>All Pending Motions (10/15/09)</i>

DEPARTMENT 11
CASE SUMMARY
CASE No. 09A587003

10/15/2009	 Opposition and Countermotion Filed By: Plaintiff Ira And Edythe Seaver Family Trust; Plaintiff Seaver, Ira; Plaintiff Circle Consulting Corporation <i>Plaintiffs Opposition to Motion To Dismiss and Countermotion for Early Discovery</i>
10/16/2009	 Business Court Order <i>Mandatory Rule 16 Conference</i>
10/22/2009	 Order Denying Motion Filed By: Plaintiff Ira And Edythe Seaver Family Trust; Plaintiff Seaver, Ira; Plaintiff Circle Consulting Corporation <i>Order Denying Defendants' Motion to Dismiss, or in the Alternative, Motion for Dismissal of Breach of Circle Consulting Contract Claim</i>
10/22/2009	 Order Denying Filed By: Plaintiff Ira And Edythe Seaver Family Trust; Plaintiff Seaver, Ira; Plaintiff Circle Consulting Corporation <i>Order Denying Plaintiffs' Countermotion for Early Discovery</i>
10/22/2009	 Notice of Entry of Order Filed By: Plaintiff Ira And Edythe Seaver Family Trust; Plaintiff Seaver, Ira; Plaintiff Circle Consulting Corporation <i>Notice of Entry of Order Denying Plaintiffs' Countermotion for Early Discovery</i>
10/22/2009	 Notice of Entry of Order Filed By: Plaintiff Ira And Edythe Seaver Family Trust; Plaintiff Seaver, Ira; Plaintiff Circle Consulting Corporation <i>Notice of Entry of Order Denying Defendants' Motion to Dismiss, or in the Alternative, Motion for Dismissal of Breach of Circle Consulting Contract Claim</i>
10/23/2009	 Answer Filed By: Defendant UI Supplies; Defendant Uninet Imaging Inc <i>Defendant UI Supplies Uninet Imaging and Nestor Saporiti's Answer and Counterclaim to Complaint</i>
11/04/2009	 Notice of Early Case Conference Filed By: Plaintiff Ira And Edythe Seaver Family Trust; Plaintiff Seaver, Ira; Plaintiff Circle Consulting Corporation <i>Notice of NRCP 16.1 Early Case Conference</i>
11/13/2009	 Mandatory Rule 16 Conference (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 10/16/2009 Business Court Order
11/13/2009	 Business Court Order <i>Business Court Scheduling and Trial Setting Order</i>
11/16/2009	 Motion to Dismiss Filed By: Attorney Ames, Byron L.; Plaintiff Ira And Edythe Seaver Family Trust; Plaintiff Seaver, Ira; Plaintiff Circle Consulting Corporation <i>Motion to Dismiss Counterclaims for Deceptive Trade Practices and Misappropriation of Trade Secrets and Motion for More Definite Statement</i>
11/18/2009	 Notice of Hearing Filed By: Attorney Ames, Byron L.; Plaintiff Ira And Edythe Seaver Family Trust; Plaintiff Seaver, Ira; Plaintiff Circle Consulting Corporation

DEPARTMENT 11
CASE SUMMARY
CASE NO. 09A587003

Notice of Hearing Motion to Dismiss Counterclaims for Deceptive Trade Practices and Misappropriation of Trade Secrets and Motion for a More Definite Statement

11/23/2009	 Notice of Voluntary Dismissal Filed By: Plaintiff Ira And Edythe Seaver Family Trust; Plaintiff Seaver, Ira; Plaintiff Circle Consulting Corporation <i>Notice of Voluntary Dismissal of Defendants Lewis Helfstein, Madalyn Helfstein, Summit Laser Products, Inc. and Summit Technologies, LLC Only</i>
11/23/2009	Dismissal Pursuant to NRCP 41 (Judicial Officer: Gonzalez, Elizabeth) Debtors: Lewis Helfstein (Defendant), Madalyn Helfstein (Defendant), Summit Laser Products Inc (Defendant), Summit Technologies LLC (Defendant) Creditors: Ira And Edythe Seaver Family Trust (Plaintiff), Ira Seaver (Plaintiff), Circle Consulting Corporation (Plaintiff) Judgment: 11/23/2009, Docketed: 11/30/2009
12/01/2009	 Notice of Deposition Filed By: Attorney Ames, Byron L.; Plaintiff Ira And Edythe Seaver Family Trust; Plaintiff Seaver, Ira; Plaintiff Circle Consulting Corporation
12/07/2009	 Joint Case Conference Report Filed By: Plaintiff Ira And Edythe Seaver Family Trust; Plaintiff Seaver, Ira; Plaintiff Circle Consulting Corporation
01/07/2010	Motion to Dismiss (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 11/16/2009 Motion to Dismiss <i>Pltfs'/CounterDefts' Motion to Dismiss Counterclaims for Deceptive Trade Practices and Misappropriation of Trade Secrets and Motion for More Definite Statement</i>
01/08/2010	 Stipulation and Order Filed by: Defendant Uninet Imaging Inc <i>Stipulation and Order to Amend Plaintiff's First Amended Complaint</i>
01/11/2010	 Opposition to Motion For Protective Order <i>Plaintiffs' Opposition to Motion for Protective Order</i>
01/11/2010	 Motion for Protective Order <i>Motion for a Protective Order For Depositions on an Order Shortening Time</i>
01/11/2010	 Notice of Entry Filed By: Defendant UI Supplies; Defendant Saporiti, Nestor; Counter Claimant UI Supplies; Counter Claimant Saporiti, Nestor <i>Notice of entry of Stipulation and Order to Amend Plaintiff's First Amended Complaint</i>
01/12/2010	 Motion for Protective Order (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 01/11/2010 Motion for Protective Order <i>Motion for a Protective Order For Depositions on an Order Shortening Time</i>
01/19/2010	 Answer Filed By: Defendant UI Supplies; Defendant Uninet Imaging Inc <i>Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's first Amended Answer to Complaint, Counterclaim, And Cross Claim</i>
01/22/2010	 Order Filed By: Plaintiff Ira And Edythe Seaver Family Trust; Counter Defendant IRA and Edythe Seaver Family Trust; Counter Defendant IRA Seaver

DEPARTMENT 11
CASE SUMMARY
CASE NO. 09A587003








Order Regarding Motion for Protective Order on Order Shortening Time

01/25/2010	 Notice of Entry of Order <i>Notice of Entry of Order Regarding Motion for Protective Order on Order Shortening Time</i>
02/04/2010	 Reply to Counterclaim Filed by: Counter Defendant IRA and Edythe Seaver Family Trust; Counter Defendant Circle Consulting Corporation <i>Reply to Amended Counterclaim</i>
02/17/2010	 Application for Issuance of Commission to Take Deposition <i>Application for Issuance of Commission to Take Depositions Outside the State of Nevada</i>
02/19/2010	 Motion for Determination of Good Faith Settlement <i>Plaintiffs' Motion for Determination of Good Faith Settlement</i>
02/19/2010	 Commission to Take Deposition Outside the State of Nevada <i>Commission to Take Foreign Deposition</i>
02/19/2010	 Commission to Take Deposition Outside the State of Nevada <i>Commission to Take Foreign Deposition</i>
02/26/2010	 Application for Issuance of Commission to Take Deposition <i>Application for Issuance of Commission to Take Depositions Outside the State of Nevada</i>
03/02/2010	 Commission to Take Deposition Outside the State of Nevada <i>Commission To Take Foreign Deposition</i>
03/08/2010	 Opposition to Motion <i>Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Opposition to Plaintiff's Motion for Determination of Good Faith Settlement</i>
03/10/2010	 Summons <i>Summons</i>
03/10/2010	 Certificate of Mailing <i>Certificate of Mailing of Defendant/Counter-Claimant Uninet Imaging Motion to Bifurcate Case Into Liability and Damages or, in the Alternative, Motion for Protective Order</i>
03/10/2010	 Motion to Bifurcate <i>Defendant/Counter-Claimant Uninet Imaging Motion to Bifurcate Case Into Liability and Damages or, in the Alternative, Motion for Protective Order</i>
03/10/2010	 Motion to Associate Counsel <i>Motion To Associate Out-Of-State Counsel</i>
03/11/2010	 Receipt of Copy <i>Receipt of Copy</i>
03/25/2010	CANCELED Motion for Good Faith Settlement (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Law Clerk</i>











DEPARTMENT 11
CASE SUMMARY
CASE NO. 09A587003

04/09/2010	 Settlement Conference (10:30 AM) (Judicial Officer: Delaney, Kathleen E.)
04/15/2010	 Motion to Associate Counsel (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 03/10/2010 Motion to Associate Counsel <i>Plaintiff's Motion to Associate Counsel (Robert M. Freedman, Esq).</i>
04/15/2010	 Order Admitting to Practice Filed By: Counter Defendant IRA and Edythe Seaver Family Trust; Counter Defendant IRA Seaver; Counter Defendant Circle Consulting Corporation <i>Order Admitting to Practice</i>
04/16/2010	 Notice of Entry of Order <i>Notice of Entry of Order</i>
04/16/2010	 Notice of Intent to take Default <i>Cross-Claimants' Three-Day Notice of Intent to Take Default of Cross-Defendants, Lewis Helfstein, Madalyn Helfstein, Summit Laser Products, Inc., Summit Technologies, LLC</i>
04/16/2010	 Opposition to Motion Filed By: Plaintiff Ira And Edythe Seaver Family Trust; Plaintiff Circle Consulting Corporation; Counter Defendant IRA and Edythe Seaver Family Trust; Counter Defendant IRA Seaver; Counter Defendant Circle Consulting Corporation <i>Plaintiffs' Opposition to Motion to Bifurcate Case Into Liability and Damages or, in the Alternative, Motion for Protective Order and Countermotion to Compel</i>
04/20/2010	 Motion to Stay Filed By: Defendant Helfstein, Madalyn <i>Cross-Defendants Lewis Helfstein, Madalyn Helfstein, Summit Laser Products, Inc., and Summit Technologies, LLC's Motion for Stay or Dismissal and to Compel Arbitration</i>
04/20/2010	 Initial Appearance Fee Disclosure Filed By: Cross Defendant Helfstein, Lewis; Cross Defendant Helfstein, Madalyn; Cross Defendant Summit Laser Products Inc; Cross Defendant Summit Technologies LLC <i>Cross-Defendants Lewis Helfstein, Madalyn Helfstein, Summit Laser Products, Inc. and Summit Technologies, LLC's Initial Appearance and Fee Disclosure</i>
04/21/2010	 Reply to Opposition <i>Defendant/Counterclaimant Uninet Imaging Reply to Plaintiffs' Opposition to Motion to Bifurcate Case Into Liability and Damages or, in the Alternative, Motion for Protective Order</i>
04/22/2010	 Notice of Motion <i>Cross-Defendants, Lewis Helfstein, Madalyn Helfstein, Summit Laser Products, Inc., and Summit Technologies, LLC's Notice of Motion to Stay or Dismissal and to Compel Arbitration</i>
04/22/2010	 Notice of Non Opposition <i>Notice of Nonopposition to Cross-Defendants, Lewis Helfstein, Madalyn Helfstein, Summit Laser Products, Inc. and Summit Technologies, LLC's Motion for Stay or Dismissal, and To Compel Arbitration</i>
04/23/2010	 Affidavit <i>Affidavit of Lewis Helfstein</i>

CASE SUMMARY**CASE No. 09A587003**

04/29/2010	<p>Motion to Bifurcate (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) 04/29/2010, 05/20/2010, 05/25/2010, 05/28/2010, 06/04/2010, 06/18/2010 Events: 03/10/2010 Motion to Bifurcate <i>Defendant/Counter-Claimant Uninet Imaging Motion to Bifurcate Case Into Liability and Damages or, in the Alternative, Motion for Protective Order</i></p>
04/29/2010	<p>Opposition and Countermotion (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) 04/29/2010, 05/20/2010, 05/25/2010, 05/28/2010, 06/04/2010, 06/18/2010 Events: 04/16/2010 Opposition to Motion <i>Plaintiffs' Opposition to Motion to Bifurcate Case Into Liability and Damages or in the Alternative Motion for Protective Order and Countermotion to Compel</i></p>
04/29/2010	<p> All Pending Motions (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)</p>
05/06/2010	<p> Opposition to Motion Filed By: Defendant UI Supplies <i>Defendants UI Supplies, UniNet Imaging and Nestor Saporiti's Opposition to Cross Defendants', Lewis Helfstein, Madalyn Helfstein, Summit Laser Technologies, LLC's Motion for Stay or Dismissal and to Compel Arbitration, and Alternatively, Counter-Motion to Stay Proceedings Pending Arbitration; Motion to Dismiss Pursuant to Nevada Rule of Civil Procedure 19</i></p>
05/13/2010	<p> Request for Judicial Notice Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Plaintiff's Request for Judicial Notice in Support Of: 1. Plaintiffs Motion for Patrial Summary Judgment Re: Contract Claim; 2. Plaintiffs Opposition to Uninets' Third Motion to Dismiss Asserted Plaintiffs Action Filed as a Counter Motion in Uninet's Opposition to Helfstein's Motion to Dismiss</i></p>
05/13/2010	<p> Motion for Partial Summary Judgment Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Plaintiff's Motion for Partial Summary Judgment re: Assignment of Consulting Agreement; Declarations of Ira Seaver, Lewis Helfstein and Jeffrey Albregts, Esq. Filed Contemporaneously With Request for Judicial Notice</i></p>
05/17/2010	<p> Errata Filed By: Plaintiff Ira And Edythe Seaver Family Trust; Plaintiff Seaver, Ira; Plaintiff Circle Consulting Corporation <i>Errata to Plaintiff's Request for Judicial Notice in Support of: 1. Plaintiff's Motion for Partial Summary Judgment Re: Contract Claim; 2. Plaintiff's Opposition to Uninet's Third Motion to Dismiss Asserted Plaintiffs Action Filed as a Counter Motion in Uninet's Opposition to Helfstein's Motion to Dismiss</i></p>
05/17/2010	<p> Reply Filed by: Cross Defendant Helfstein, Lewis; Cross Defendant Helfstein, Madalyn; Cross Defendant Summit Laser Products Inc; Cross Defendant Summit Technologies LLC <i>Cross-Defendants, Lewis Helfstein, Madamy Helfstein, Summit Laser Products, Inc., and Summit Technologies, LLC's Reply Brief on Motion for Stay or Dismissal and to Compel Arbitration</i></p>
05/20/2010	<p> All Pending Motions (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>All Pending Motions (05/20/10)</i></p>
05/20/2010	<p> Opposition Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Plaintiffs' Opposition to Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Countermotion to Stay or Dismiss</i></p>

DEPARTMENT 11
CASE SUMMARY
CASE No. 09A587003

05/25/2010	Motion to Stay (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 04/20/2010 Motion to Stay <i>Cross-Defendants Lewis Helfstein, Madalyn Helfstein, Summit Laser Products, Inc., and Summit Technologies, LLC's Motion for Stay or Dismissal and to Compel Arbitration</i>
05/25/2010	 All Pending Motions (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>All Pending Motions (05/25/10)</i>
05/26/2010	 Transcript of Proceedings <i>Transcript of Proceedings Hearing on Motions</i>
05/28/2010	 All Pending Motions (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>All Pending Motions (05/28/10)</i>
06/01/2010	 Opposition and Countermotion Filed By: Defendant Uninet Imaging Inc <i>Defendants UI Supplies, UniNet Imaging and Nestor Saporiti's Opposition to Plaintiffs' Motion for Partial Summary Judgment re: Assignment; Declaration of Ira Seaver, Lewis Helfstein and Jeffrey Albregts, Esq.; and Counter-Motion for Summary Judgment</i>
06/01/2010	 Opposition Filed By: Defendant UI Supplies <i>Defendants UI Supplies, UniNet Imaging and Nestor Saporiti's Opposition to Plaintiffs' Request for Judicial Notice</i>
06/04/2010	 All Pending Motions (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>All Pending Motions (06/04/10)</i>
06/08/2010	 Reply to Opposition Filed by: Plaintiff Ira And Edythe Seaver Family Trust <i>Plaintiffs' Reply to Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Opposition to Plaintiffs' Request for Judicial Notice</i>
06/08/2010	 Reply to Opposition Filed by: Plaintiff Ira And Edythe Seaver Family Trust <i>Plaintiffs Ira and Edythe Seaver Family Trust, Ira Seaver, and Circle Consulting Corporation's Reply to Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Opposition to Plaintiffs' Motion for Partial Summary Judgment Re: Assignment, and, Opposition to Defendants Counter-Motion for Summary Judgment; Declarations of Ira Seaver and Robert M. Freedman</i>
06/09/2010	 Status Check (2:00 PM) (Judicial Officer: Gonzalez, Elizabeth) <i>Status Check: Conference Call - Proposed Orders</i>
06/10/2010	 Supplement Filed by: Plaintiff Ira And Edythe Seaver Family Trust <i>Supplement to Defendants UI Supplies, UniNet Imaging and Nestor Saporiti's Opposition to Plaintiffs' Motion for Partial Summary Judgment re: Assignment; Declaration of Ira Seaver, Lewis Helfstein and Jeffrey Albregts, Esq.; and Counter-Motion for Summary Judgment</i>
06/15/2010	Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 05/13/2010 Request for Judicial Notice <i>Plaintiffs Motion for Partial Summary Judgment re: Assignment of Consulting Agreement; Declarations of Ira Seaver, Lewis Helfstein and Jeffrey Albregts, Esq. Filed Contemporaneously With Request for Judicial Notice</i>

DEPARTMENT 11
CASE SUMMARY
CASE No. 09A587003











06/15/2010	Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 05/13/2010 Motion for Partial Summary Judgment <i>Plaintiff's Request for Judicial Notice in Support Of: 1. Plaintiffs Motion for Partial Summary Judgment Re: Contract Claim; 2. Plaintiffs Opposition to Uninet's Third Motion to Dismiss Asserted Plaintiffs Action Filed as a Counter Motion in Uninet's Opposition to Helfstein's Motion to Dismiss</i>
06/15/2010	 All Pending Motions (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>All Pending Motions (06/15/10)</i>
06/15/2010	Opposition and Countermotion (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 06/10/2010 Supplement <i>Supplement to Defendant's UI Supplies, Uninet Imaging, and Nestor Saporiti's Opposition to Plaintiff Motion for Partial Summary Judgment re: Assignment; Declaration Of Ira Seaver, Lewis Helfstein and Jeffrey Albregts, Esq. and Counter Motion for Summary Judgment</i>
06/15/2010	 Order Denying Filed By: Attorney Lee, Michael B.; Defendant UI Supplies; Defendant Uninet Imaging Inc; Defendant Saporiti, Nestor <i>Order Denying Motion to Stay or Dismiss</i>
06/16/2010	 Notice of Entry of Order Filed By: Defendant UI Supplies; Defendant Uninet Imaging Inc; Defendant Saporiti, Nestor
06/17/2010	 Notice of Intent to take Default Party: Defendant UI Supplies <i>Cross-Claimant's Three-Day Notice of Intent to Take Default of Cross-Defendants, Lewis Helfstein, Madayn Helfstein, Summit Laser Products, Inc., Summit Technologies, LLC</i>
06/18/2010	 All Pending Motions (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>All Pending Motions (06/18/10)</i>
06/22/2010	 Order Denying Motion Filed By: Defendant UI Supplies; Defendant Uninet Imaging Inc; Counter Claimant UI Supplies; Counter Claimant Uninet Imaging Inc; Counter Claimant Saporiti, Nestor; Cross Claimant Uninet Imaging; Cross Claimant Saporiti, Nestor <i>Order Denying Plaintiffs' Motion for Summary Judgment, Plaintiffs' Request for Judicial Notice; and UniNet Defendants' Counter-Motion for Summary Judgment</i>
06/24/2010	 Notice of Entry of Order Filed By: Defendant UI Supplies <i>Notice of Entry of Order</i>
07/02/2010	 Status Check (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) 07/02/2010, 07/30/2010, 08/13/2010, 08/27/2010, 09/02/2010 <i>Status Check: Submission Of Stipulation Of Protective Order</i>
07/07/2010	 Motion to Stay Filed By: Defendant Helfstein, Lewis <i>Lewis Helfstein, Madalyn Helfstein, Summit Laser Products, Inc., and Summit Technologies, LLC's Motion to Stay Crossclaim Pending Appeal</i>
07/07/2010	 Notice of Appeal Filed By: Defendant Helfstein, Lewis

DEPARTMENT 11
CASE SUMMARY
CASE No. 09A587003

Notice of Appeal







07/07/2010	 Case Appeal Statement Filed By: Defendant Helfstein, Lewis <i>Case Appeal Statement</i>
07/08/2010	 Notice of Motion Filed By: Defendant Helfstein, Lewis <i>Motion to Stay Crossclaim Pending Appeal</i>
07/14/2010	 Receipt
07/21/2010	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Ira And Edythe Seaver Family Trust <i>Application for Issuance of Commission to Issue Subpoena for Deposition Duces Tecum in State of California</i>
07/23/2010	 Opposition Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Plaintiffs' Opposition to Lewis Helfstein, Madalyn Helfstein, Summit Laser Products, Inc. and Summit Technologies, LLC's Motion To Stay Crossclaim Pending Appeal</i>
07/26/2010	 Opposition to Motion Filed By: Defendant UI Supplies <i>Defendants UI Supplies, UniNet Imaging and Nestor Saporiti's Opposition to Cross Defendants', Lewis Helfstein, Madalyn Helfstein, Summit Laser Technologies, LLC.'s Motion to Stay Cross-Claim Pending Appeal; Counter-Motion to Dismiss if Stay is Granted</i>
08/05/2010	 Opposition Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Plaintiffs' Opposition to Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Countermotion To Dismiss If Stay Is Granted</i>
08/12/2010	 Motion for Protective Order Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Plaintiffs' Motion for Protective Order</i>
08/12/2010	 Reply Filed by: Cross Defendant Helfstein, Lewis; Cross Defendant Helfstein, Madalyn; Cross Defendant Summit Laser Products Inc; Cross Defendant Summit Technologies LLC <i>Cross-Defendants, Lewis Helfstein, Madalyn Helfstein, Summit Laser Products, Inc., and Summit Technologies LLC's Reply Brief to UI Supplies, Uninet Imaging and Nestor Saporiti's Opposition to Motion for Stay of Crossclaim Pending Appeal</i>
08/13/2010	 Opposition Filed By: Defendant Helfstein, Lewis <i>Cross-Defendants Lewis Helfstein, Madalyn Helfstein, Summit Laser Products, Inc., Summit Technologies, LLC's Reply Brief to Plaintiffs' Opposition to Motion to Stay Crossclaim Pending Appeal</i>
08/19/2010	 Stipulation and Order Filed by: Plaintiff Ira And Edythe Seaver Family Trust <i>Stipulation and Order to Extend Discovery Cut-Off Date</i>

DEPARTMENT 11
CASE SUMMARY
CASE NO. 09A587003







08/20/2010	Motion (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 07/08/2010 Notice of Motion <i>Defts Lewis Helfstein, Madelyn Helfstein, Summit Laser Product and Summit Technologies Motion to Stay Crossclaim Pending Appeal</i>
08/20/2010	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Notice of Entry of Stipulation and Order To Extend Discovery Cut-Off Date</i>
08/24/2010	 Opposition to Motion For Protective Order Filed By: Defendant UI Supplies <i>Opposition to Plaintiff's Motion for Protective and Counter-Motion to Compel Discovery</i>
09/02/2010	Status Check: Discovery (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) 09/02/2010, 11/04/2010 Events: 11/13/2009 Business Court Order
09/02/2010	 All Pending Motions (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>All Pending Motions (09/02/10)</i>
09/03/2010	 Stipulated Protective Order Filed By: Defendant UI Supplies; Defendant Uninet Imaging Inc <i>Stipulated Protective Order Regarding Confidential Information From Uninet</i>
09/07/2010	 Reply Filed by: Plaintiff Ira And Edythe Seaver Family Trust <i>Reply to Defendants' Opposition to Seaver's Motion for Protective Order; Opposition to Defendants' Motion to Compel</i>
09/14/2010	Motion for Protective Order (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 08/12/2010 Motion for Protective Order <i>Plaintiffs' Motion for Protective Order</i>
09/14/2010	Opposition and Countermotion (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 08/24/2010 Opposition to Motion For Protective Order <i>Def't's Opposition to Plaintiff's Motion for Protective and Counter-Motion to Compel Discovery</i>
09/14/2010	 All Pending Motions (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>All Pending Motions (09/14/10)</i>
09/16/2010	 Notice of Entry of Stipulation and Order Filed By: Defendant UI Supplies <i>Notice of Entry of Stipulation and Order to Amend Plaintiff's First Amended Complaint</i>
09/16/2010	 Application for Issuance of Commission to Take Deposition Party: Defendant UI Supplies <i>Application for Issuance of Commission to Take Deposition of Irwin Groner, Esq. Outside the State of Nevada</i>
09/16/2010	 Notice of Taking Deposition Filed By: Defendant UI Supplies <i>Notice of Taking the Deposition of Irwin Groner, Esq.</i>
09/24/2010	 Transcript of Proceedings Party: Plaintiff Ira And Edythe Seaver Family Trust

DEPARTMENT 11
CASE SUMMARY
CASE NO. 09A587003

Transcript of Proceedings Hearing on Motions, Tuesday, May 25, 2010







09/24/2010	 Brief Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Plaintiffs' Omnibus Motion in Limine</i>
10/12/2010	 Hearing (12:30 PM) (Judicial Officer: Gonzalez, Elizabeth) <i>Hearing: Conference Call</i>
10/14/2010	 Opposition Filed By: Defendant UI Supplies <i>Defendant UI Supplies, Uninet Imaging and Nestor Saporiti's Opposition to Plaintiffs Omnibus Motion in Limine</i>
10/14/2010	 Order Filed By: Defendant UI Supplies; Defendant Saporiti, Nestor; Cross Claimant Uninet Imaging <i>Order on Plaintiffs' Motion for a Protective Order</i>
10/15/2010	 Pre-Trial Disclosure Party: Plaintiff Seaver, Ira <i>Plaintiffs' Pre-Trial Disclosures</i>
10/18/2010	 Notice of Entry of Order Filed By: Defendant UI Supplies <i>Notice of Entry of Order on Plaintiffs' Motion for a Protective Order</i>
10/21/2010	 Reply to Opposition Filed by: Plaintiff Ira And Edythe Seaver Family Trust <i>Plaintiffs' Reply to Opposition filed by the Uninet Defendants to Plaintiffs' Motion in Limine Re: Exhibit E and Re: Seaver's Medical History</i>
10/22/2010	 Stipulation and Order Filed by: Plaintiff Ira And Edythe Seaver Family Trust; Plaintiff Seaver, Ira; Plaintiff Circle Consulting Corporation <i>Stipulation and Order to Extend the Time to File a Reply to Defendants' Opposition to Plaintiffs' Omnibus Motion in Limine</i>
10/25/2010	 Notice Filed By: Defendant Helfstein, Lewis <i>Notice of Entry of Order Granting Motion for Stay</i>
10/26/2010	 Omnibus Motion in Limine (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Plaintiffs' Omnibus Motion in Limine</i>
10/26/2010	 Notice of Entry of Order Filed By: Plaintiff Seaver, Ira <i>Notice of Entry of Order</i>
11/03/2010	 Motion Filed By: Defendant UI Supplies <i>Defendants UI Supplies Uninet Imaging and Nestor Saporitis Motion to Enlarge Time to File Dispositive Motions on Order Shortening Time</i>
11/04/2010	

DEPARTMENT 11
CASE SUMMARY
CASE No. 09A587003

	 Certificate of Mailing Filed By: Defendant UI Supplies <i>Certificate of Mailing</i>
11/05/2010	 Opposition to Motion Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Plaintiffs' Opposition to Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion to Enlarge Time to File Dispositive Motions on an Order Shortening Time</i>
11/09/2010	Motion (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 11/03/2010 Motion <i>Defendants UI Supplies Uninet Imaging and Nestor Saporitis Motion to Enlarge Time to File Dispositive Motions on Order Shortening Time</i>
11/09/2010	 All Pending Motions (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>All Pending Motions (11/09/10)</i>
11/09/2010	Calendar Call (9:15 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 11/13/2009 Business Court Order
11/10/2010	 Order Filed By: Cross Claimant UI Supplies; Cross Claimant Uninet Imaging; Cross Claimant Saporiti, Nestor <i>Order Regarding Plaintiffs' Omnibus Motion in Limine</i>
11/15/2010	CANCELED Bench Trial (1:30 PM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i>
11/22/2010	 Notice of Entry of Order Filed By: Defendant UI Supplies <i>Notice of Entry of Order Regarding Plaintiff's Omnibus Motion in Limine</i>
12/02/2010	 Opposition to Motion Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Plaintiffs' Opposition to Defendants UI Supplies, Uninet Imaging, Inc. and Nestor Saporiti's Emergency Motion to Enlarge Time to Depose Steven Hecht on Order Shortening Time</i>
12/02/2010	 Motion Filed By: Defendant UI Supplies <i>Defendants UI Supplies Uninet Imaging and Nestor Saporiti's Emergency Motion to Enlarge Time to Depose Steven Hecht on an Order Shortening Time</i>
12/03/2010	 Certificate of Mailing Filed By: Defendant UI Supplies <i>Certificate of Mailing</i>
12/08/2010	 Reply Filed by: Defendant UI Supplies <i>Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Reply to Plaintiff's Opposition to Emergency Motion to Enlarge Time to Depose Steven Hecht on an Order Shortening Time</i>
12/09/2010	 Motion (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 12/02/2010 Motion <i>Defendants UI Supplies Uninet Imaging and Nestor Saporiti's Emergency Motion to</i>











DEPARTMENT 11
CASE SUMMARY
CASE NO. 09A587003

Enlarge Time to Depose Steven Hecht on an Order Shortening Time

12/14/2010	 Order Filed By: Defendant UI Supplies <i>Order on Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion to Enlarge Time to File Dispositive Motions.</i>
12/16/2010	 Order Filed By: Defendant UI Supplies <i>Order on Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Emergency Motion to Enlarge Time to Depose Steven Hecht on an Order Shortening Time</i>
12/17/2010	 Motion for Summary Judgment Filed By: Defendant UI Supplies <i>Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion for Summary Judgment</i>
12/17/2010	 Supplement to Motion for Summary Judgment Filed by: Defendant UI Supplies <i>Supplement to Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion for Summary Judgment - Table of Undisputed Facts</i>
12/17/2010	 Motion to Dismiss Filed By: Defendant UI Supplies <i>Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion to Dismiss Pursuant to NRCP 19</i>
12/20/2010	 Application for Issuance of Commission to Take Deposition Party: Defendant UI Supplies <i>Application for Issuance of Commission to Take Deposition of Steven Hecht Outside the State of Nevada</i>
12/20/2010	 Notice of Entry of Order Filed By: Defendant UI Supplies; Defendant Uninet Imaging Inc; Defendant Saporiti, Nestor
12/22/2010	 Notice of Entry of Order Filed By: Defendant UI Supplies; Defendant Uninet Imaging Inc; Defendant Saporiti, Nestor
01/04/2011	 Notice of Motion Filed By: Defendant UI Supplies <i>Notice of Motion to Dismiss Pursuant to NRCP 19</i>
01/04/2011	 Notice of Motion Filed By: Defendant UI Supplies <i>Notice of Motion for Summary Judgment</i>
01/14/2011	 Opposition to Motion For Summary Judgment Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Plaintiffs' Opposition to Defendants UI Supplies, Uninet Imaging, Inc. and Nestor Saporiti's Motion for Summary Judgment</i>
01/14/2011	 Notice of Entry of Order Filed By: Plaintiff Ira And Edythe Seaver Family Trust











DEPARTMENT 11
CASE SUMMARY
CASE No. 09A587003

Notice of Entry of Order

01/14/2011	 Opposition to Motion to Dismiss Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Plaintiffs' Opposition to Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion to Dismiss</i>
01/20/2011	 Reply to Opposition Filed by: Defendant UI Supplies <i>Defendants Ui Supplies, Uninet Imaging and Nestor Saporiti's Reply to Plaintiffs' Opposition to Motion for Summary Judgment</i>
01/20/2011	 Reply to Opposition Filed by: Defendant UI Supplies <i>Defendants Ui Supplies, Uninet Imaging and Nestor Saporiti's Reply to Plaintiffs' Opposition to Motion to Dismiss Pursuant to NRCP 19</i>
01/20/2011	 Notice Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Plaintiffs' Notice of Rescission of Helfstein Settlement</i>
01/25/2011	Motion for Summary Judgment (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 12/17/2010 Motion for Summary Judgment <i>Defendant's UI Supplies, Uninet Imaging and Nestor Saporiti's Motion for Summary Judgment</i> 01/18/2011 <i>Continued to 01/25/2011 - At the Request of Counsel - Circle Consulting Corporation</i>
01/25/2011	Motion to Dismiss (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 12/17/2010 Motion to Dismiss <i>Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion to Dismiss Pursuant to NRCP 19</i> 01/18/2011 <i>Continued to 01/25/2011 - At the Request of Counsel - Circle Consulting Corporation</i>
01/25/2011	 All Pending Motions (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)
01/27/2011	 Pre-Trial Disclosure Party: Defendant UI Supplies <i>Defendant's Pre-Trial Disclosures</i>
01/27/2011	 Supplement Filed by: Defendant UI Supplies <i>Supplement to Defendants' Pre-Trial Disclosures</i>
01/27/2011	 Motion to Withdraw As Counsel <i>Tharpe & Howell, LLP's Motion to Withdraw as Co-Counsel of Record on Order Shortening Time</i>
01/28/2011	 Notice of Non Opposition Filed By: Defendant UI Supplies <i>Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Notice of Non-Opposition to Tharpe & Howell, LLP's Motion to Withdraw as Co-Counsel</i>
02/01/2011	 Motion to Withdraw As Counsel Filed By: Plaintiff Ira And Edythe Seaver Family Trust

DEPARTMENT 11
CASE SUMMARY
CASE No. 09A587003

Motion to Withdraw As Counsel on Order Shortening Time

02/02/2011	 Pre-trial Memorandum Filed by: Defendant UI Supplies <i>Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Pre-Trial Memo</i>
02/03/2011	Motion to Withdraw as Counsel (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 01/27/2011 Motion to Withdraw As Counsel <i>Tharpe & Howell, LLP's Motion to Withdraw as Co-Counsel of Record on Order Shortening Time</i>
02/03/2011	All Pending Motions (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)
02/03/2011	Calendar Call (9:15 AM) (Judicial Officer: Gonzalez, Elizabeth)
02/04/2011	 Order Denying Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Order on Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion to Dismiss Pursuant to NRCP 19</i>
02/04/2011	 Order Denying Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Order on Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion for Summary Judgment</i>
02/07/2011	CANCELED Bench Trial (1:30 PM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i>
02/15/2011	 Notice of Entry of Order Filed By: Defendant UI Supplies <i>Notice of Entry of Order on Defendants UI Supplies, Uninet Imaging Inc. and Nestor Saporiti's Motion for Summary Judgment</i>
02/15/2011	 Order Granting Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Order Granting Motion to Withdraw as Counsel on Order Shortening Time</i>
02/15/2011	 Notice of Entry of Order Filed By: Defendant UI Supplies <i>Notice of Entry of Order on Defendants UI Supplies, Uninet Imaging Inc. and Nestor Saporiti's Motion to Dismiss Pursuant to NRCP 19</i>
02/16/2011	 Order Granting Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Order on Tharpe & Howell's Motion to Withdraw as Co-Counsel of Record</i>
02/16/2011	 Notice of Motion Filed By: Defendant UI Supplies <i>Notice of Motion</i>
02/17/2011	 Notice of Entry of Order Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Notice of Entry of Order</i>
02/17/2011	 Notice of Entry of Order Filed By: Plaintiff Ira And Edythe Seaver Family Trust






DEPARTMENT 11
CASE SUMMARY
CASE NO. 09A587003

Notice of Entry of Order Granting Motion to Withdraw as Counsel on Order Shortening Time

03/03/2011	 Status Check: Trial Setting (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Status Check: Retention of Counsel</i>
03/08/2011	 Order Filed By: Defendant UI Supplies <i>Order On Defendants UI Supplies, Uninet Imaging, And Nestor Saporiti's Motion To Enlarge Time To Designate Ronald Rosenberg As Witness For Trial</i>
03/10/2011	 Motion Filed By: Counter Claimant UI Supplies <i>Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion to Enlarge Time to Designate Ronald Rosenberg as Witness for Trial on an Order Shortening Time</i>
03/10/2011	 Amended Order Setting Civil Non-Jury Trial <i>2nd Amended Order Setting Civil Non-Jury Trial and Calendar Call</i>
05/03/2011	 Order Shortening Time <i>Order Shortening Time on Motion to Continue Trial</i>
05/05/2011	 Motion Filed By: Defendant UI Supplies <i>Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion to Deem Request for Admissions Admitted on an Order Shortening Time</i>
05/05/2011	 Opposition to Motion Filed By: Defendant UI Supplies <i>Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Opposition to Ira Seaver's Motion for Continuance on and Order Shortening Time; Countermotion to Dismiss Pursuant to Nevada Rule of Civil Procedure 41(e)</i>
05/09/2011	 Notice of Motion Filed By: Defendant UI Supplies <i>Notice of Motion to Deem Request for Admissions Admitted on an Order Shortening Time</i>
05/09/2011	 Order Filed By: Defendant Helfstein, Lewis <i>Order Compelling Arbitration and Dismissing Crossclaim</i>
05/09/2011	 Response Filed by: Counter Defendant IRA Seaver <i>Plaintiff's Response to Defendant's Opposition to Plaintiff's Motion Continue Trial and Response to Defendant's Motion for a Dismissal</i>
05/09/2011	 Response Filed by: Counter Defendant IRA Seaver <i>Plaintiff's Response to Defendant Uninet Imaging and Nestor Saporiti's Motion to Deem Admissions Admitted on an Order Shortening Time</i>
05/09/2011	Order of Dismissal Without Prejudice (Judicial Officer: Gonzalez, Elizabeth) Debtors: UI Supplies (Cross Claimant), Uninet Imaging (Cross Claimant), Nestor Saporiti (Cross Claimant) Creditors: Lewis Helfstein (Cross Defendant), Madalyn Helfstein (Cross Defendant), Summit Laser Products Inc (Cross Defendant), Summit Technologies LLC (Cross Defendant)

DEPARTMENT 11
CASE SUMMARY
CASE No. 09A587003

Judgment: 05/09/2011, Docketed: 05/17/2011

05/10/2011	Motion to Continue Trial (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 05/03/2011 Order Shortening Time <i>Pltf's Pro Per Motion to Continue Trial</i>
05/10/2011	Opposition and Countermotion (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 05/05/2011 Opposition to Motion <i>Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Opposition to Ira Seaver's Motion for Continuance on and Order Shortening Time; Countermotion to Dismiss Pursuant to Nevada Rule of Civil Procedure 41(e)</i>
05/10/2011	Motion (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 05/05/2011 Motion <i>Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion to Deem Request for Admissions Admitted on an Order Shortening Time</i>
05/10/2011	 All Pending Motions (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)
05/10/2011	 Notice of Entry of Order Filed By: Defendant Helfstein, Lewis <i>Notice of Entry of Order Compelling Arbitration and Dismissing Crossclaim</i>
05/11/2011	 NV Supreme Court Clerks Certificate/Judgment -Remanded USJR
05/11/2011	Clerk's Certificate (Judicial Officer: Gonzalez, Elizabeth) Debtors: UI Supplies (Cross Claimant), Uninet Imaging (Cross Claimant), Nestor Saporiti (Cross Claimant) Creditors: Lewis Helfstein (Cross Defendant), Madalyn Helfstein (Cross Defendant), Summit Laser Products Inc (Cross Defendant), Summit Technologies LLC (Cross Defendant) Judgment: 05/11/2011, Docketed: 05/17/2011 Comment: Motion Reversed...case to be dismissed see 05-09-2011's Order to Compel and Dismiss
05/17/2011	 Motion for Summary Judgment Filed By: Defendant UI Supplies <i>Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion for Summary Judgment</i>
05/19/2011	 Notice of Motion Filed By: Defendant UI Supplies <i>Notice of Motion for Summary Judgment</i>
05/27/2011	 Order Filed By: Defendant UI Supplies <i>Order Regarding Plaintiffs' Motion to Continue Trial; Defendants' Motion to Deem Admissions Admitted and Counter-Motion to Dismiss for Lack of Prosecution</i>
05/27/2011	 Notice of Entry of Order Filed By: Defendant UI Supplies <i>Notice of Entry of Order Regarding Plaintiffs' Motion to Continue Trial; Defendants' Motion to Deem Admissions Admitted and Counter-Motion to Dismiss for Lack of Prosecution</i>
06/01/2011	 Response Filed by: Plaintiff Ira And Edythe Seaver Family Trust <i>Plaintiff's Response to Defendant Uninet Imaging and Nestor Saporiti's Motion for</i>

CASE SUMMARY**CASE NO. 09A587003**

summary Judgement, Or alaternatively More Time to Respond Or An Order Determining defective service of Plaintiff's Motion

06/09/2011	CANCELED Status Check (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i>
06/14/2011	 Supplemental Filed by: Counter Defendant IRA Seaver <i>Plaintiff's Supplemental Response to Defendants Motion for Summary Judgment and Plaintiff's Counter Motion for Summary Judgment and Judicial Requests</i>
06/21/2011	 Motion for Summary Judgment (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 05/17/2011 Motion for Summary Judgment <i>Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion for Summary Judgment</i>
06/23/2011	 Order Setting Civil Bench Trial <i>3rd Amended Order Setting Civil Bench Trial And Calendar Call</i>
06/29/2011	 Order Filed By: Defendant UI Supplies <i>Order Granting in Part and Denying in Part Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion for Summary Judgment</i>
06/29/2011	 Notice of Entry of Order Filed By: Defendant UI Supplies <i>Notice of Entry of Order Granting in Part and Denying in Part Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion for Summary Judgment</i>
06/29/2011	Summary Judgment (Judicial Officer: Gonzalez, Elizabeth) Debtors: Circle Consulting Corporation (Plaintiff) Creditors: UI Supplies (Defendant), Uninet Imaging Inc (Defendant), Nestor Saporiti (Defendant) Judgment: 06/29/2011, Docketed: 07/07/2011
07/11/2011	 Motion to Reconsider Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Plaintiffs' Motion to Reconsider Court's Order dated June 29, 2011, Granting in Part and Denying in Part Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion for Summary Judgment</i>
07/15/2011	 Certificate of Mailing Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Certificate of Mailing</i>
07/19/2011	 Opposition to Motion Filed By: Defendant UI Supplies <i>Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Opposition to Plaintiffs' Motion to Reconsider Order dated June 29, 2011, Granting in Part and Denying in Part Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion for Summary Judgment</i>
08/11/2011	Reply in Support Filed By: Plaintiff Seaver, Ira <i>Plaintiffs Reply In Motion To Reconsider Court s Order Dated June 29, 2011, Granting in Part and Denying in Part Defendants UI Supplies, Uninet Imaging and Nestor Saporiti s Motion For Summary Judgment</i>

DEPARTMENT 11
CASE SUMMARY
CASE NO. 09A587003

08/19/2011	 Motion For Reconsideration (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 07/11/2011 Motion to Reconsider <i>Plaintiffs' Motion to Reconsider Court's Order dated June 29, 2011, Granting in Part and Denying in Part Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion for Summary Judgment</i>
09/06/2011	CANCELED Bench Trial (1:30 PM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i>
09/09/2011	 Order Denying Motion Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Order Denying Motion to Reconsider</i>
09/16/2011	 Stipulation and Order Filed by: Plaintiff Seaver, Ira <i>Stipulation and Order to Seal/Redact Confidential Portions of Exhibit 2 to Plaintiffs' Previously-Filed Reply in Support of Their Motion to Reconsider this Court's Order Dated June 29, 2011</i>
09/16/2011	 Order Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Order Sealing and Redacting Records</i>
09/16/2011	 Notice of Entry of Order Filed By: Plaintiff Seaver, Ira <i>Notice of Entry of Order</i>
09/19/2011	 Motion to Reconsider Filed By: Plaintiff Circle Consulting Corporation <i>Plaintiff Circle Consulting's Renewed Motion to Reconsider Court's Order dated June 29, 2011, Granting in Part and Denying in Part Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion for Summary Judgment</i>
09/19/2011	 Redacted Version
09/21/2011	 Notice of Entry of Order Filed By: Plaintiff Circle Consulting Corporation <i>Notice of Entry of Order</i>
09/21/2011	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Notice of Entry of Stipulation and Order</i>
09/21/2011	 Receipt of Copy Filed by: Plaintiff Circle Consulting Corporation <i>Receipt of Copy</i>
09/27/2011	 Notice of Entry of Order Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Notice of Entry of Order</i>
10/14/2011	 Notice of Non Opposition Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Notice of Non-Opposition to Plaintiff Circle Consulting Corporation's Renewed Motion to Reconsider Court's Order dated June 29, 2011, Granting in Part and Denying in Part</i>

DEPARTMENT 11
CASE SUMMARY
CASE No. 09A587003

Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion for Summary Judgment

10/19/2011	 Amended Certificate of Service Party: Plaintiff Circle Consulting Corporation <i>Amended Certificate of Service</i>
10/21/2011	 Motion to Reconsider (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Plaintiff Circle Consulting's Renewed Motion to Reconsider Court's Order dated June 29, 2011, Granting in Part and Denying in Part Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion for Summary Judgment</i>
11/08/2011	 Notice of Association of Counsel Filed By: Defendant UI Supplies <i>Notice of Association of Counsel</i>
11/09/2011	 Order Granting Motion Filed By: Plaintiff Circle Consulting Corporation <i>Order Granting Renewed Motion To Reconsider</i>
11/10/2011	 Notice of Entry of Order Filed By: Plaintiff Circle Consulting Corporation <i>Notice of Entry of Order Granting Renewed Motion to Reconsider</i>
11/14/2011	 Motion Filed By: Defendant UI Supplies <i>Motion for Continued Settlement Conference</i>
11/14/2011	 Motion for Clarification Filed By: Defendant UI Supplies <i>Motion for Clarification on Anti-Assignment Clause</i>
11/15/2011	 Notice of Motion Filed By: Defendant UI Supplies <i>Notice of Motion for Continued Settlement Conference</i>
11/15/2011	 Notice of Motion Filed By: Defendant UI Supplies <i>Notice of Motion for Clarification on Anti-Assignment Clause</i>
12/01/2011	 Opposition Filed By: Plaintiff Circle Consulting Corporation <i>Plaintiff Circle Consulting's Opposition to the Uninet Defendants' Motion for Continued Settlement Conference</i>
12/01/2011	 Opposition Filed By: Plaintiff Circle Consulting Corporation <i>Plaintiff Circle Consulting's Opposition to the Uninet Defendants' Motion for Clarification on Anti-Assignment Clause</i>
12/01/2011	 Joinder <i>Plaintiff's Joinder to Circle Consulting Corp.' S Opposition to Defendants Motion for Clarification</i>
12/16/2011	Motion (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

DEPARTMENT 11
CASE SUMMARY
CASE No. 09A587003

	Events: 11/14/2011 Motion <i>Motion for Continued Settlement Conference</i>
12/16/2011	Motion to Clarify (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 11/14/2011 Motion for Clarification <i>Motion for Clarification on Anti-Assignment Clause</i>
12/16/2011	 All Pending Motions (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)
12/20/2011	 Motion to Dismiss Filed By: Defendant UI Supplies <i>Motion to Dismiss Ira and Edythe Seaver Family Trust</i>
12/21/2011	 Motion for Order to Show Cause Filed By: Defendant UI Supplies <i>Emergency Motion for an Order to Show Cause Regarding Breach of Stipulated Protective Order Regarding Confidential Information on an Order Shortening Time</i>
12/21/2011	 Notice of Motion Filed By: Defendant UI Supplies <i>Notice of Motion</i>
12/22/2011	 Supplement Filed by: Defendant Uninet Imaging Inc <i>Supplement to Emergency Motion for an Order to Show Cause Regarding Breach of Stipulated Protective Order Regarding Confidential Information on an Order Shortening Time</i>
12/22/2011	 Notice of Motion Filed By: Defendant UI Supplies <i>Notice of Motion</i>
12/27/2011	 Supplement Filed by: Defendant Uninet Imaging Inc <i>Second Supplement to Emergency Motion for an order to Show Cause Regarding Breach of Stipulated Protective Order Regarding Confidential Information on an Order Shortening Time</i>
12/28/2011	 Opposition Filed By: Plaintiff Seaver, Ira <i>Plaintiff's Opposition Response and Plaintiff's Request for Motion as Detailed Below</i>
12/29/2011	 Motion for Order to Show Cause (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Emergency Motion for an Order to Show Cause Regarding Breach of Stipulated Protective Order Regarding Confidential Information on an Order Shortening Time</i>
12/30/2011	 Order Denying Motion Filed By: Plaintiff Circle Consulting Corporation <i>Order Denying the Uninet Defendants' Motion For Continued Settlement Conference</i>
12/30/2011	 Order Denying Motion Filed By: Plaintiff Circle Consulting Corporation <i>Order Denying The Uninet Defendants' Motion For Clarification on Anti-Assignment Clause</i>

DEPARTMENT 11
CASE SUMMARY
CASE No. 09A587003

01/05/2012	 Notice of Entry Filed By: Plaintiff Circle Consulting Corporation <i>Notice of Entry of Order Denying the Uninet Defendants' Motion for Clarification on Anti-Assignment Clause</i>
01/05/2012	 Notice of Entry Filed By: Plaintiff Circle Consulting Corporation <i>Notice of Entry of Order Denying the Uninet Defendants' Motion for Continued Settlement Conference</i>
01/06/2012	 Opposition <i>Plaintiff's Opposition</i>
01/12/2012	 Supplemental Filed by: Plaintiff Ira And Edythe Seaver Family Trust <i>Plaintiff's Supplemental Opposition</i>
01/19/2012	 Order <i>Order on Emergency Motion for an Order to show Cause Regarding Breach of Stipulated Protective Order Regarding Confidential Information on an Order Shortening Time</i>
01/24/2012	 Motion to Dismiss (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Motion to Dismiss Ira and Edythe Seaver Family Trust</i>
01/27/2012	 Motion to Clarify Filed By: Plaintiff Seaver, Ira <i>Plaintiff's Motion for Clarification</i>
02/13/2012	 Opposition to Motion Filed By: Defendant UI Supplies <i>Opposition to Plaintiffs' Motion for Clarification</i>
02/24/2012	 Pre-trial Memorandum Filed by: Plaintiff Circle Consulting Corporation <i>Plaintiffs' Pretrial Memorandum</i>
02/27/2012	 Pre-trial Memorandum Filed by: Counter Claimant Uninet Imaging Inc <i>Defendants UI Supplies, UniNet Imaging, and Nestor Saporiti's Pre-Trial Memorandum</i>
02/27/2012	 Response Filed by: Plaintiff Seaver, Ira <i>Plaintiff's Response to Defendant's Opposition to Plaintiff's Motion for Clarification</i>
03/02/2012	 Motion to Clarify (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 01/27/2012 Motion to Clarify <i>Plaintiff's Motion for Clarification</i>
03/05/2012	 Joinder Filed By: Plaintiff Seaver, Ira <i>Plaintiff's Joinder to Circle Consulting Corporations Pre Trial Memorandum</i>
03/08/2012	 Calendar Call (9:15 AM) (Judicial Officer: Gonzalez, Elizabeth) Events: 03/10/2011 Amended Order Setting Civil Non-Jury Trial

DEPARTMENT 11
CASE SUMMARY
CASE NO. 09A587003

2nd Amended Order Setting Civil Non-Jury Trial and Calendar Call

03/08/2012	 Pre-trial Memorandum <i>Plaintiff's Supplemental Pre-Trial Memorandum</i>
03/09/2012	 At Request of Court (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)
03/12/2012	 Supplement Filed by: Defendant Uninet Imaging Inc <i>Supplement to Defendants UI Supplies, UniNet Imaging, and Nestor Saporiti's Pre Trial Memo</i>
03/12/2012	CANCELED Bench Trial (1:30 PM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i>
03/13/2012	 Errata Filed By: Plaintiff Circle Consulting Corporation <i>Errata to Plaintiffs' Pretrial Memorandum</i>
03/14/2012	 Deposition Filed By: Defendant UI Supplies <i>Designation of Deposition Testimony of Steven Hecht by Page/Line Citation</i>
03/14/2012	 Deposition Filed By: Defendant UI Supplies <i>Designation of Deposition Testimony of Lewis Helfstein by Page/Line Citation</i>
03/19/2012	 Trial Memorandum Filed by: Defendant Uninet Imaging Inc <i>Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Rule 7.27 Trial Memoranda</i>
03/19/2012	 Bench Trial (1:00 PM) (Judicial Officer: Gonzalez, Elizabeth) 03/19/2012-03/21/2012
03/27/2012	 Errata Filed By: Plaintiff Circle Consulting Corporation <i>Plaintiffs' Errata to Complaint</i>
04/11/2012	 Transcript of Proceedings <i>Transcript of Proceedings - Excerpt of Bench Trial - Day 2 (Testimony of Ira Seaver) - March 20, 2012</i>
04/11/2012	 Transcript of Proceedings <i>Transcript of Proceedings - Excerpt of Bench Trial - Day3 (Testimony of Ira Seaver) - March 21, 2012</i>
04/12/2012	 Calendar Call (9:15 AM) (Judicial Officer: Gonzalez, Elizabeth)
04/20/2012	 Transcript of Proceedings Party: Plaintiff Ira And Edythe Seaver Family Trust <i>Transcript of Proceedings Portion of Bench Trial - Day 2 (Testimony of Lewis Helfstein and Joseph Cachia) March 20, 2012</i>
04/20/2012	 Transcript of Proceedings

DEPARTMENT 11
CASE SUMMARY
CASE NO. 09A587003

Party: Plaintiff Ira And Edythe Seaver Family Trust
Transcript of Proceedings Portion of Bench Trial - Day 3 (Testimony of Nestor Saporiti)
March 21, 2012

04/23/2012	 Notice Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Designation of Deposition Testimony of Steven Hecht by Page/Line Citation</i>
04/23/2012	 Bench Trial (2:00 PM) (Judicial Officer: Gonzalez, Elizabeth) 04/23/2012-04/25/2012 <i>Bench Trial Continued</i>
05/18/2012	 Status Check (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Received Findings of Facts and Conclusions of Law</i>
05/18/2012	 Finding of Fact and Conclusions of Law
05/18/2012	Judgment (Judicial Officer: Gonzalez, Elizabeth) Debtors: UI Supplies (Defendant), Uninet Imaging Inc (Defendant), Nestor Saporiti (Defendant), UI Technologies (Defendant) Creditors: Ira And Edythe Seaver Family Trust (Plaintiff), Ira Seaver (Plaintiff), Circle Consulting Corporation (Plaintiff) Judgment: 05/18/2012, Docketed: 05/30/2012 Total Judgment: 565,597.44 Comment: Certain Claims
05/21/2012	 Notice of Entry of Findings of Fact, Conclusions of Law Filed By: Plaintiff Ira And Edythe Seaver Family Trust; Plaintiff Circle Consulting Corporation <i>Notice of Entry of Findings of Fact and Conclusions of Law</i>
05/25/2012	 Memorandum of Costs and Disbursements Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Plaintiffs' Verified Memorandum of Costs and Disbursements</i>
05/30/2012	 Transcript of Proceedings <i>Transcript Of Proceedings Portion Of Bench Trial - Day 5 April 24, 2012</i>
05/30/2012	 Transcript of Proceedings <i>Transcript Of Proceedings Portion Of Bench Trial - Day 6 (Testimony Of Nestor Saporiti And Ira Seaver) April 25, 2012</i>
06/01/2012	 Motion to Retax Filed By: Defendant UI Supplies <i>Motion to Strike Plaintiffs' Verified Memorandum of Costs and Disbursements, or in the Alternative, Retax Costs</i>
06/04/2012	 Motion for Attorney Fees and Costs Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Plaintiffs' Motion For An Award Of Attorney's Fees, Costs And Prejudgment Interest</i>
06/04/2012	 Certificate of Mailing Filed By: Defendant UI Supplies <i>Certificate of Mailing</i>
06/04/2012	

DEPARTMENT 11
CASE SUMMARY
CASE No. 09A587003

	 Notice of Motion Filed By: Defendant UI Supplies <i>Notice of Motion to Strike Plaintiffs' Verified Memorandum of Costs and Disbursements, or in the Alternative, Retax Costs</i>
06/05/2012	 Motion to Amend Judgment Filed By: Defendant UI Technologies <i>Motion to Alter or Amend Judgment, or in the Alternative, for Satisfaction of Judgment Based on Settlement With Summit Technologies</i>
06/06/2012	 Initial Appearance Fee Disclosure Filed By: Defendant UI Technologies <i>Initial Appearance Fee Disclosure</i>
06/06/2012	 Notice of Motion Filed By: Defendant UI Supplies <i>Notice of Motion to Alter or Amend Judgment, or in the Alternative, for Satisfaction of Judgment Based on Settlement With Summit Technologies</i>
06/12/2012	 Motion for Stay of Execution Filed By: Defendant UI Supplies <i>Motion for Stay Pending Appeal and to Set Amount of Supersedeas Bond</i>
06/12/2012	 Opposition to Motion Filed By: Defendant UI Supplies <i>Opposition to Plaintiffs Motion for an Award of Attorneys' Fees, Costs, and Prejudgment Interest; Counter-Motion for Attorneys' Fees for UniNet and Mr. Saporiti</i>
06/13/2012	 Notice of Motion Filed By: Defendant UI Supplies <i>Notice of Motion for Stay Pending Appeal and to Set Amount of Supersedeas Bond</i>
06/14/2012	 Opposition to Motion Filed By: Plaintiff Ira And Edythe Seaver Family Trust <i>Plaintiffs' Opposition to Defendants' Motion to Strike Plaintiff's Verified Memorandum of Costs And Disbursements, Or In The Alternative, Retax Costs</i>
06/15/2012	 Notice of Appeal Filed By: Defendant Uninet Imaging Inc <i>Notice of Appeal to the Supreme Court From a Judgment of a District Court</i>
06/15/2012	 Case Appeal Statement Filed By: Counter Claimant Uninet Imaging Inc <i>Case Appeal Statement</i>
07/06/2012	Motion to Strike (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Motion to Strike Plaintiffs' Verified Memorandum of Costs and Disbursements, or in the Alternative, Retax Costs</i>
07/06/2012	Motion for Attorney Fees and Costs (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Plaintiffs' Motion For An Award Of Attorney's Fees, Costs And Prejudgment Interest</i>
07/06/2012	Motion to Amend Judgment (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Motion to Alter or Amend Judgment, or in the Alternative, for Satisfaction of Judgment Based on Settlement With Summit Technologies</i>

CASE SUMMARY**CASE NO. 09A587003**

07/06/2012	Opposition and Countermotion (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Opposition to Plaintiffs Motion for an Award of Attorneys' Fees, Costs, and Prejudgment Interest; Counter-Motion for Attorneys' Fees for UniNet and Mr. Saporiti</i>
07/13/2012	Motion For Stay (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Motion for Stay Pending Appeal and to Set Amount of Supersedeas Bond</i>

DATE**FINANCIAL INFORMATION**

Defendant Helfstein, Lewis	
Total Charges	1,507.00
Total Payments and Credits	1,507.00
Balance Due as of 6/19/2012	0.00
Defendant Helfstein, Madalyn	
Total Charges	30.00
Total Payments and Credits	30.00
Balance Due as of 6/19/2012	0.00
Conversion Extended Connection Type No Convert Value @ 09A587003	
Total Charges	211.00
Total Payments and Credits	211.00
Balance Due as of 6/19/2012	0.00
Defendant Summit Laser Products Inc	
Total Charges	30.00
Total Payments and Credits	30.00
Balance Due as of 6/19/2012	0.00
Defendant Summit Technologies LLC	
Total Charges	30.00
Total Payments and Credits	30.00
Balance Due as of 6/19/2012	0.00
Defendant Saporiti, Nestor	
Total Charges	203.00
Total Payments and Credits	203.00
Balance Due as of 6/19/2012	0.00
Defendant UI Supplies	
Total Charges	430.00
Total Payments and Credits	430.00
Balance Due as of 6/19/2012	0.00
Defendant UI Technologies	
Total Charges	473.00
Total Payments and Credits	473.00
Balance Due as of 6/19/2012	0.00
Defendant Uninet Imaging Inc	
Total Charges	54.00
Total Payments and Credits	54.00
Balance Due as of 6/19/2012	0.00
Plaintiff Ira And Edythe Seaver Family Trust	
Total Charges	403.00
Total Payments and Credits	403.00
Balance Due as of 6/19/2012	0.00
Cross Defendant Helfstein, Lewis	
APPEAL BOND Balance as of 6/19/2012	500.00

DEPARTMENT 11
CASE SUMMARY
CASE No. 09A587003

CIVIL COVER SHEET

Clark County, Nevada

Case No. **1581003**

(Assigned by Clerk's Office)

VII

4

I. Party Information

Plaintiff(s) (name/address/phone):

IRA AND EDYTHE SEAVER FAMILY TRUST; IRA
SEEVER; and
CIRCLE CONSULTING CORPORATION

Attorney (name/address/phone):

Byron L. Ames, Esq.
THARPE & HOWELL
3425 Cliff Shadows Parkway, Suite 150
Las Vegas, Nevada 89125
(702)562-3301

Defendant(s) (name/address/phone):

LEWIS HELFSTEIN; MADALYN HELFSTEIN; SUMMIT
LASER PRODUCTS, INC.; SUMMIT TECHNOLOGIES LLC;
UI SUPPLIES; UNINET IMAGING, INC.; NESTOR
SAPORITI

Attorney (name/address/phone):

Unknown

II. Nature of Controversy (Please check applicable bold category and applicable subcategory, if appropriate)

☐ **Arbitration Requested**

Civil Cases

Real Property	Torts	
<input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Title to Property <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	<input type="checkbox"/> Negligence <input type="checkbox"/> Negligence – Auto <input type="checkbox"/> Negligence – Medical/Dental <input type="checkbox"/> Negligence – Premises Liability (Slip/Fall) <input type="checkbox"/> Negligence – Other	<input type="checkbox"/> Product Liability <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> Employment Torts (Wrongful termination) <input type="checkbox"/> Other Torts <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition

Probate

Other Civil Filing Types

<input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Trust/Conservatorships <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> Other Probate	<input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input checked="" type="checkbox"/> Breach of Contract <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Other Contracts/Acct/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Civil Petition for Judicial Review <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	<input type="checkbox"/> Appeal from Lower Court (also check applicable civil case box) <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> Civil Writ <input type="checkbox"/> Other Special Proceeding <input type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Foreign Judgment – Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters
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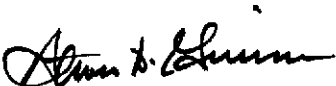
III. Business Court Requested (Please check applicable category; for Clark or Washoe Counties only.)

- | | | |
|---|--|---|
| <input type="checkbox"/> NRS Chapters 78-88 | <input type="checkbox"/> Investments (NRS 104 Art. 8) | <input type="checkbox"/> Enhanced Case Mgmt/Business |
| <input type="checkbox"/> Commodities (NRS 90) | <input type="checkbox"/> Deceptive Trade Practices (NRS 598) | <input type="checkbox"/> Other Business Court Matters |
| <input type="checkbox"/> Securities (NRS 90) | <input type="checkbox"/> Trademarks (NRS 600A) | |

April 3, 2009

Date

Signature of initiating party or representative


CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

IRA AND EDYTHE SEAVER FAMILY
TRUST, IRA SEAVER, CIRCLE
CONSULTING CORPORATION,

Case No.: 09 A 587003
Dept. No.: XI

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

Plaintiff,

Date of Trial: March 19, 2012

vs.

Time of Trial: 1:00 p.m.

UI SUPPLIES, UI TECHNOLOGIES,
UNINET IMAGING, INC., NESTOR
SAPORITI and DOES 1 through 20, and ROE
entities 21 through 40, inclusive; DOES 1
through X, inclusive; and ROE BUSINESS
ENTITIES I through X, inclusive,

Defendants.

This cause came on regularly for a bench trial beginning on March 19, 2012 and continuing day to day, based upon the availability of the Court and Counsel, until its completion on April 25, 2012; Plaintiff IRA SEAVER ("Seaver") appearing in proper person; Plaintiffs IRA AND EDYTHE SEAVER FAMILY TRUST ("Trust"), and CIRCLE CONSULTING CORPORATION ("Circle") by and through Jeffrey R. Albregts, Esq. (Trust, Seaver, and Circle are sometimes collectively referred to as "the Plaintiffs") and Defendants UI SUPPLIES, UI TECHNOLOGIES,¹ UNINET IMAGING, INC. ("UniNet"), NESTOR SAPORITI ("Saporiti") appearing by and through their attorneys Michael Lee, Esq. and Gary Schnitzer, Esq.; (UI Supplies, UI Technologies, UniNet and Saporiti are sometimes collectively referred to as "the UI

¹ The Court granted a motion to add UI Technologies as a defendant during trial.

RECEIVED

MAY 18 2012

CLERK OF THE COURT

Defendants").² Plaintiffs Complaint³ asserts ten causes of action: (1) Breach of Circle Consulting Contract (against all Defendants); (2) Breach of Summit Technologies Formation Agreement (against Helfstein Defendants Only); (3) Breach of Summit Technologies Operating Agreement (against Helfstein Defendants and Summit Only); (4) Breach of Fiduciary Duty (against Helfstein Defendants Only)⁴; (5) Promissory Estoppel (against UniNet Defendants Only); (6) Unjust Enrichment (against UniNet Defendants Only); (7) Accounting (against Summit and Helfstein Defendants Only)⁵; (8) Declaratory Relief (against All Defendants); (9) Breach of Implied Covenant of Good Faith and Fair Dealing (against All Defendants)⁶; and (10) Alter Ego (against All Defendants)⁷. During trial the Court permitted amendment to add a claim for breach of fiduciary duty against the UI Defendants.

The Court having read the pleadings filed by the parties, listened to the testimony of the witnesses, reviewed the evidence introduced during the trial, considered the oral and written arguments of counsel, and with the intent of deciding all claims before the Court pursuant to NRCP 52(a) and 58. The Court makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. On or about August 12, 2004, Lewis Helfstein ("Helfstein")⁸ on behalf of Summit

² The Court dismissed the Counterclaim at the close of the counterclaimants' case, as no evidence of damages was presented.

³ No ruling in this case is intended to be determinative of any issue related to the Helfstein Defendants, as they did not participate in this trial. The Helfstein Defendants include LEWIS HELFSTEIN, MADALYN HELFSTEIN, and SUMMIT TECHNOLOGIES LLC.

⁴ The court permitted amendment of this claim during trial to include the UI Defendants.

⁵ The Court granted an NRCP 52c motion on this issue as the accounting was accomplished through discovery as part of these proceedings.

⁶ The Court granted dismissal of the tortious claims for breach of the covenant of good faith and fair dealing.

⁷ The Court granted dismissal of this claim against the UI Defendants and UniNet.

⁸ On November 23, 2009, Plaintiffs executed a voluntary dismissal of the Helfstein Defendants after reaching a settlement of \$60,000. While Plaintiff and the Helfstein Defendants have resolved their claims in this matter, but Plaintiff rescinded their Settlement Agreement with them on or about January 20, 2011, because of information Mr. Conant discovered. Based on the

1 Laser Products, Inc. and Ira and Edythe Family Trust entered into an operating agreement to
2 form Summit Technologies ("Summit") with the Helfstein Defendants maintaining management
3 and control of it but requiring them to also obtain Seaver's approval for decisions regarding its
4 capital structure of Summit.

5 2. The Operating Agreement with the Plaintiffs for the operation of Summit as a
6 New York limited liability company which provided, among other things, that it would maintain
7 records and provide accountings to its members including providing quarterly reports; that 75%
8 of the members' consent would be necessary to change its capital structure; for distribution of
9 profits and net cash flow of 65% to Summit Laser Products and 35% to the Seaver Trust; and for
10 health insurance.

11 3. In September 2004, Summit entered into a Technology License Agreement with
12 LaserStar Distribution Corporation, another entity controlled by the Plaintiffs, for the "codes and
13 programs for laser cartridge chips." The license period was for 10 years.

14 4. In September, 2004, a consulting, noncompetition and confidentiality agreement
15 was entered into by Helfstein on behalf of Summit, and Seaver individually and as president of
16 Circle. Seaver, by way of Circle, and Helfstein, by way of LBH Enterprises agreed to consulting
17 agreements in lieu of salary. The Consulting Agreement contained obligations related to
18 nondisclosure of confidential information and an agreement not to aid competition. It also
19 contained a specific term as to assignment stating that "[t]his Agreement may not be assigned by
20 any party hereto." ("Anti-Assignment Clause")⁹

21
22 stipulation of the parties, this trial concerns only the monies due and owing from the UI
23 Defendants to the Plaintiffs. The claims of the UI Defendants against the Helfstein Defendants
are stayed by Nevada Supreme Court entered on 10/19/2010 in Case no. 56383.

24 ⁹ That agreement provides in pertinent part:

25 6. Disclosure of Information.

26 Consultant recognizes and acknowledges that trade secrets of the Company and its affiliates and
27 their proprietary information and procedures, as they may exist from time to time, are valuable,
28 special and unique assets of the Company's business, access to and knowledge of which are
essential to performance of the Consultant's duties hereunder. . . . Consultant will not at any
time during the term of this Agreement disclose in whole or in part, such secrets, information or

1 5. Among other things, the Circle Consulting Agreement provided for payments of
2 \$125,000 per year on a monthly basis with annual \$5,000 increases; reimbursement of expenses;
3 and payments based on sale of laser printer chips.

4 6. Seaver was required to exclusively perform services at the request of Summit as
5 well as comply with the noncompete, nondisclosure and confidentiality provisions of that
6 agreement.

7 7. On or about August 1, 2005, Helfstein, as the managing member of Summit,
8 notified Seaver he was suspending the consulting fee payments for the Circle Consulting
9 Agreement based on Summit's insufficient cash flow.

10 8. After Helfstein suspended the consulting fee payments, Seaver stopped
11 performing consulting services.

12 9. In late 2006, Seaver suffered an injury that required surgery which prevented him
13 from consulting for an extended period.

14 10. In late 2006, Helfstein and Steven Hecht, the Chief Financial Officer and
15 President of Summit ("Hecht"), began soliciting offers to sell Summit or Summit's assets.
16 Summit had a large bank loan and various creditors that Summit could not afford to pay.

17 11. Sometime in October 2006, Helfstein approached Saporiti about purchasing

18 _____
19 processes to any person, firm corporation, association or other entity for any reason or purpose
20 whatsoever, nor shall they make use of any such property for their own purposes of (sic) benefit
21 of any firm person or corporation, or other entity (except the Company) under any circumstances
22 during the term of this Agreement; provided that these restrictions shall not apply to such secrets,
23 information, and processes which are (the) in public domain. . .

24 7. Agreement not to Aid Competition

25 7.1 Consultant acknowledges and agrees that during the term of this Agreement, it will not in any
26 way, directly or indirectly, . . . engage in represent, furnish consulting services to, be employed
27 by, or have any interest in . . . any business which manufactures, sells or distributes parts and
28 supplies for the remanufacturing of business machine toner cartridges in competition with the
Company or refills business machine toner cartridges.

* * *

7.2 The Consultant is exempt with regards to this paragraph for the following activity:

Consulting with Tangerine Express, so long as their activity remains on the retail level, Raven
Industries...

1 Summit's assets after unsuccessfully approaching approximately three or four other buyers.

2 12. After some exchange of information and discussions with key personnel, in early
3 February 2007, Saporiti indicated that he would form UI Technologies and UI Supplies to
4 purchase the assets of Summit

5 13. Saporiti informed Hecht and Helfstein that he did not want to assume the current
6 Circle Consulting Agreement.

7 14. At some point in time Seaver became aware that the UI Defendants did not want
8 to assume the current Circle Consulting Agreement.

9 15. Helfstein attempted to negotiate a new global agreement for Seaver and himself.
10 This called for Seaver to receive approximately 35% of whatever Helfstein negotiated for
11 himself through LBH Enterprises.

12 16. Seaver was aware of the attempt to negotiate a separate consulting and non-
13 competition agreement, but his relationship and the trust between Seaver and Helfstein had
14 deteriorated.

15 17. Seaver was concerned that the payments would flow through Helfstein, which
16 could have been usurped by Helfstein's estate in the event of Helfstein's death.

17 18. As a result, Seaver asked the UI Defendants for a consulting agreement separate
18 from Helfstein's.

19 19. Saporiti stated that he was interested in working with Seaver.

20 20. Hecht attempted to negotiate language that was acceptable to Seaver in terms of
21 both compensation and the scope of the non-competition provision.

22 21. Eventually, Saporiti's newly created companies, UI Technologies and UI
23 Supplies, entered into a transaction that was characterized as an Asset Purchase of Summit. As
24 part of the transaction no specific intellectual property rights that were being transferred or being
25 assigned were identified. Certain accounts receivable, contracts and cash were not transferred as
26 part of the transaction.

27 22. The Helfstein Defendants also entered into an agreement with UI Technologies,
28 Inc. for the purchase of all of the assets of LaserStar Distribution Corporation. As part of the

1 transaction no specific intellectual property rights that were being transferred or being assigned
2 were identified.

3 23. After agreeing to the initial terms, Helfstein drafted the Asset Purchase
4 Agreement which was reviewed by counsel for the UI Defendants.

5 24. Hecht negotiated portions of the agreement on behalf of the UI Defendants prior
6 to the closing of the transaction.¹⁰

7 25. Ultimately, Seaver refused to enter into the offered replacement consulting
8 agreement because it did not have a sufficient "carve out" to the non-compete that would allow
9 him to operate pre-existing ventures (Tangerine Express¹¹ Raven Industries¹², etc.¹³), and it had
10 insufficient compensation with a payout over three years.

11 26. None of the pre-existing ventures as performed during the period of the Circle
12 Consulting agreement prior to the acquisition by UI Technologies and UI Supplies are a violation
13 of the noncompetition provisions of that agreement.

14 27. Seaver received notice regarding a meeting about the sale proceeding on March
15 27, 2007, for a meeting that same day. The Notice of Meeting of Members specifically stated
16 that a special meeting would be held on March 27, 2007 for the purpose of: (1) Authorizing the
17 Company to enter into and perform the Agreement for Purchase and Sale of Assets By and
18 Between UI Supplies, Inc. and Summit Technologies, LLC, dated as of March 30, 2007, for sale
19 of substantially all of the assets of the company (the "Sales Agreement"); and (2) Authorizing
20 Summit Laser Products, Inc., as member and manager of the Company, by its president,
21 Helfstein, or any other office thereof, to execute and deliver any and all documents and to take
22 such further action as may be desirable, from time to time, in furtherance of the Sales

23
24 ¹⁰ It is unclear from the testimony and the evidence admitted during trial when the transaction
closed. The dates on documents admitted in evidence, where dated, are inconsistent.

25 ¹¹ Tangerine is an office supply business operated by Seaver's wife, Edythe.

26 ¹² Seaver sold his interest in Raven, a toner manufacturer, in 1999. He had a 5-year
27 nondisclosure agreement and an 8-year payout from the sale.

28 ¹³ Seaver also rents space to Static Control on a month-to-month basis in Camarillo, CA.

1 Agreement.

2 28. On or about March 27, 2007, Helfstein called Seaver and informed him that
3 Summit was lucky that UI wanted to purchase its assets because the company was
4 haemorrhaging money, putting pressure on Seaver to agree to a replacement consulting
5 agreement.

6 29. Seaver still refused because he did not like the terms of the new consulting
7 agreement.

8 30. When Seaver refused to negotiate or execute a replacement consulting agreement,
9 Helfstein decided to go forward with the sale.

10 31. Helfstein represented to Saporiti that Summit did not need Seaver's approval to
11 execute the Asset Purchase Agreement, and he would personally indemnify the UI Defendants
12 for any judgment Seaver might receive as it related to the sale.

13 32. Seaver was not involved with the decision or subsequent negotiations for the sale
14 of Summit's assets.

15 33. Saporiti relied upon Helfstein to document the transaction.

16 34. In late March or early April, 2007, UI and Summit entered into the Asset
17 Purchase Agreement. Helfstein informed UI that he was the majority owner of Summit with
18 authority to enter into the Asset Purchase Agreement for Summit.

19 35. The UI Defendants never formally assumed the Circle Consulting Agreement.
20 The Asset Purchase Agreement was not conditioned on the UI Defendants having consulting
21 agreements with either Helfstein or Seaver.

22 36. At some point in time, Seaver was informed that the Circle Consulting Agreement
23 terminated after the execution of the Asset Purchase Agreement. However, inconsistent
24 information was provided to Seaver on issues related to his health insurance and the UI
25 Defendants' position on his continuing obligations under the Circle Consulting Agreement.

26 37. Seaver's acquiescence to comply with the terms of the Circle Consulting
27 Agreement based upon the representations by the UI Defendants of his continuing obligation to
28 not compete was his consent to the assumption of that agreement.

1 38. Prior to April 2007, Seaver received health insurance benefits through the
2 Consulting Agreement from Summit. However, after the closing of the Asset Purchase
3 Agreement, those benefits terminated. Prior to terminating his benefits, UI extended the term of
4 those benefits and permitted Seaver to remain on its health insurance until Seaver obtained
5 replacement coverage through Tangerine, with Seaver reimbursing the UI Defendants for those
6 costs.

7 39. After April 2007, Hecht who was the former President of Summit and became a
8 director of UI Technologies and General Manager of Summit Technologies a division of UniNet
9 Imaging¹⁴ asked Seaver not to contact any UI and/or former Summit employees working for UI
10 because of his lack of a non-compete/confidentiality agreement. Seaver acknowledged that he
11 was not allowed to interfere with UI's business by communicating with its employees.

12 40. Joseph Cachia, former VP of Operations of Summit who became a director of UI
13 Technologies and VP of Operations of UI Supplies, informed Seaver that the former employees
14 were forbidden to speak with him about UI business, as he did not have a non-compete
15 agreement. Seaver acknowledged that he understood this instruction.

16 41. Representatives of the UI Defendants made representations to Seaver that the UI
17 Defendants held and owned the rights to the Circle Consulting Agreement and that Seaver was
18 bound by it to the extent of the nondisclosure and noncompetition provisions.

19 42. While UniNet characterized the transactions as an Asset Purchase, it represented
20 the transaction to the industry as a merger in a press release, which also appeared on the UI
21 Defendant's website for most of the trial.¹⁵

22 43. UniNet began invoicing for Summit Technologies prior to the effective date of the
23 transaction. The invoices on several occasions identified the invoicer as "Summit Technologies,
24 a division of UniNet".

25 44. Summit's business continued after the transaction as a "division of UniNet".

26 ¹⁴ Ex. 227
27

28 ¹⁵ The press release was removed from the UI Defendants company website during the trial.

1 45. The UI Defendants, as successors-in-interest to Summit, also assumed certain
2 other contractual obligations and rights of Summit, but claim those obligations due and owing
3 from Summit to Seaver were not included.

4 46. Helfstein claims he drafted Exhibit "E" to address the two consulting agreements
5 that Helfstein and Seaver had with Summit after Seaver refused to agree to a replacement
6 consulting agreement. Exhibit "E" of the Asset Purchase Agreement specifically set forth that
7 "CONSULTING AGREEMENTS WITH IRA SEAVER AND LEWIS HELFSTEIN NOT
8 BEING ASSUMED." Helfstein claims to have created Exhibit "E" as a part of the original
9 Asset Purchase Agreement to insure that the previous consulting contracts would not be enforced
10 against UI.

11 47. While the UI Defendants claim that an Exhibit "E" disclaiming responsibility for
12 the consulting agreement with Seaver was included as part of the transaction the evidence
13 supporting this contention lacks credibility.¹⁶

14 48. The subsequent conduct and actions of the UI and Helfstein Defendants, however,
15 do not correspond or support the assertion on their part that the Circle Consulting Agreement
16 was not assumed because the UI Defendants made representations to Seaver that they held and
17 owned the rights to the Circle Consulting Agreement and that he was bound by it insofar as he
18 could not compete with them nor disclose any information they deemed confidential.

19 49. Seaver on behalf of Circle sent invoices and statements to the UI Defendants for
20 the monies due to them under the Circle Consulting Agreement to which the UI Defendants did
21 not respond.

22 50. The UI Defendants touted and publicized their purchase of Summit along with its
23 intellectual property technology and other proprietary information which it possessed as a result
24 of the past efforts and work of Seaver, and continued to do so until shortly before the conclusion

25
26 ¹⁶ During the original motion to dismiss, it came to the Court's attention that there were
27 significant issues about the existence of the proffered Exhibit "E". Trial Exhibit 207, documents
28 an additional occasion where the agreement was not provided. The testimony and evidence
taken together leads the Court to the conclusion that Exhibit "E" was not created and executed at
the time of the closing of the transaction.

1 of trial.

2 51. Seaver and Circle honored their obligations under the Circle Consulting
3 Agreement with Summit—irrespective of the UI Defendants' claims that they did not assume
4 the same—by not competing with the UI Defendants as well as keeping all information they
5 deemed confidential, confidential.¹⁷

6 52. Seaver and Circle detrimentally relied on the representations related to the
7 obligations under the Circle Consulting Agreement in not competing with the UI or Helfstein
8 Defendants although they did not receive compensation for such.

9 53. Seaver testified that counsel for the UI Defendants informed him that he could not
10 engage in a business venture with Static Control; as a result of that position Seaver did not accept
11 the position with Static Control and suffered a financial loss.

12 54. Plaintiff's expert, Rodney Conant testified, based upon his review of the books
13 and records of Summit show that Seaver, as a consequence of honoring the Circle Consulting
14 Agreement with Summit Technologies, lost income (along with his family Trust and Circle
15 Consulting) in the total amount of \$3,792,570.00.

16 55. No expert damages testimony was presented by the UI Defendants.

17 56. There is not a special relationship between Plaintiffs, individually or collectively,
18 and the UI Defendants, individually or collectively, requiring the UI Defendants to protect
19 Plaintiffs.

20 57. If any findings of fact are properly conclusions of law, they shall be treated as if
21 appropriately identified and designated.

22 CONCLUSIONS OF LAW

23 1. Seaver did not breach his obligations under the Circle Consulting Agreement.
24 Seaver did not compete with Summit although he had a relationship with Tangerine Express,
25 received payments from a prior sale of an interest in Raven Industries, and rented space to Static
26

27 ¹⁷ Seaver testified he originally was informed by Hecht that he could not compete with the UI
28 Defendants because of his prior agreement. He was later informed he could not take a position
with Static Controls by counsel for the UI Defendants.

1 Control.

2 2. Given the representations by representatives of UI Technologies and UI Supplies,
3 including counsel, the UI Defendants are estopped from arguing that the Circle Consulting
4 Agreement was not assumed as a result of the transaction.

5 3. Four elements comprise the theory of promissory estoppel: (1) the party to be
6 estopped must be apprised of the true facts; (2) he must intend that his conduct be acted upon, or
7 must act so that the other party asserting estoppel has the right to believe it was so intended; (3)
8 the party asserting the estoppel must be ignorant of the true state of facts; and (4) he must have
9 relied to his detriment on the conduct of the party to be estopped. *Pink v. Busch*, 100 Nev. 684,
10 689, 691 P.2d 456, 459 (1984) (citation omitted). The doctrine of promissory estoppel also
11 requires reliance that is foreseeable and reasonable. *American Sav. & Loan Ass'n v. Stanton-*
12 *Cudahy Lumber Co.*, 85 Nev. 350, 359, 455 P.2d 39, 41 (1969).

13 4. The facts here support a claim for promissory estoppel. Here, Plaintiffs justifiably
14 relied upon the representations of the UI Defendants of the obligations remaining under the
15 Circle Consulting Agreement including the obligations not to compete, and not to disclose
16 confidential information. Plaintiffs have established that the UI Defendants made false or
17 misleading misrepresentations regarding the continuation of the Consulting Agreement.

18 5. The Court finds for Plaintiffs, and against the UI Defendants on the claim for
19 promissory estoppel.

20 6. Seaver was not involved with the negotiations and lacks any personal knowledge
21 to offer an opinion on these negotiations. While Helfstein, Hecht, and Saporiti are the persons
22 qualified to provide "extrinsic evidence to determine the parties' intent, explain ambiguities, and
23 supply omissions," *Ringle v. Bruton*, 120 Nev. 82, 93, 86 P.3d 1032, 1039 (2004), their
24 statements when taken with the inconclusive documentary evidence are not credible. Given the
25 lack of credibility of Helfstein and Hecht, the Court does not find the explanation related to the
26 Exhibit "E" provided by those persons of assistance in making this determination.

27 7. A *de facto* merger occurs where the parties have essentially achieved the result of
28 a merger although they do not meet the statutory requirements for *de jure* merger. Village

1 Builders v. US Laboratories, 121 Nev. 261 (2005). The factors to be weighed by the court in
2 determining whether a *de facto* merger exists are: (1) whether there is a continuation of the
3 enterprise; (2) whether there is a continuity of shareholders; (3) whether the seller corporation
4 ceased its ordinary business operations; and (4) whether the purchasing corporation assumed the
5 seller's obligations. Here after weighing the factors, the Court concludes that UI's acquisition of
6 Summit is a *de facto* merger.

7 8. After Seaver refused to enter into a new consulting agreement, Helfstein
8 unilaterally decided to proceed with the Asset Purchase Agreement without an agreement in
9 place for Seaver. Helfstein communicated to Saporiti that he did not need Seaver's consent to
10 the sale since Summit's operating agreement provided him with authority to sell as the managing
11 member.

12 9. As the Court has found that the acquisition of Summit's assets was a *de facto*
13 merger on the facts of this case, the Court finds in favor of Plaintiffs on the first cause of action
14 for Breach of Circle Consulting Contract and finds against the UI Defendants.

15 10. The UI Defendants' representations to Seaver that he could not work for a
16 competitor is evidence of a breach of the implied covenant of good faith and fair dealing. The
17 Court finds for Plaintiffs on the claim for breach of the implied covenant of good faith and fair
18 dealing against the UI Defendants.

19 11. " 'The doctrine of unjust enrichment or recovery in quasi contract applies to
20 situations where there is no legal contract but where the person sought to be charged is in
21 possession of money or property which in good conscience and justice he should not retain but
22 should deliver to another [or should pay for].' " *Leasepartners Corp. v. Robert L. Brooks Trust*
23 *Dated Nov. 12, 1975*, 113 Nev. 747, 942 P.2d 182, 187 (1997) (quoting 66 Am.Jur.2d Restitution
24 § 11 (1973)). An unjust enrichment claim is "not available when there is an express, written
25 contract, because no agreement can be implied when there is an express agreement." *Id.*

26 12. Here, given the Court's determinations on the other claims, Plaintiffs cannot
27 prevail on the alternative claim for unjust enrichment.

28 13. The Court does not find that Plaintiffs have unclean hands in this matter by

1 pursuit of this lawsuit against the UI Defendants. While the UI Defendants argue that certain
2 evidence illustrates that Plaintiffs attempted to manufacture evidence to bolster this action, the
3 Court does not find this, taken in conjunction with the evidence presented at trial, as credible.

4 14. District courts have the discretion to determine if the alter ego doctrine applies in
5 a case. *LFC Mktg. Group, Inc. v. Loomis*, 116 Nev. 896, 904, 8 P.3d 841, 846 (2000). The
6 requirements for finding alter ego, which must be established by a preponderance of the
7 evidence, are: (1) The corporation must be influenced and governed by the person asserted to be
8 its alter ego; (2) There must be such unity of interest and ownership that one is inseparable from
9 the other; and (3) The facts must be such that adherence to the fiction of separate entity would,
10 under the circumstances, sanction a fraud or promote injustice. *Ecklund v. Nevada Wholesale*
11 *Lumber Co.*, 93 Nev. 196, 197, 562 P.2d 479, 479-80 (1977) (citations omitted). However, that “
12 ‘[t]he corporate cloak is not lightly thrown aside’ and that the alter ego doctrine is an exception
13 to the general rule recognizing corporate independence.” *Loomis*, 116 Nev. at 903-04, 8 P.3d at
14 846 (quoting *Baer v. Amos J. Walker, Inc.*, 85 Nev. 219, 220, 452 P.2d 916, 916 (1969)).

15 15. Here, Saporiti complied with all of the corporate formalities in forming UI
16 Supplies and UI Technologies to purchase the assets of Summit. There is no evidence that
17 Saporiti, UniNet, UI Technologies and UI Supplies, in any combination, are inseparable.
18 Furthermore, there is no evidence that the recognizing UI Technologies and UI Supplies as
19 separate legal entities would have any promotion of fraud or injustice. Saporiti legally formed
20 UI Supplies and UI Technologies to purchase the assets of Summit. He signed the Asset
21 Purchase Agreement on behalf of UI Supplies and UI Technologies.

22 16. Despite the intertwining of the operations of the UI Defendants, Plaintiffs have
23 not provided sufficient evidence to demonstrate that UI Supplies and UI Technologies were an
24 alter ego of either Saporiti or UniNet.

25 17. While the UI Defendants assumed the Circle Consulting Agreement through their
26 action and accomplished a *de facto* merger of Summit with UI Technologies and UI Supplies, the
27 UI Defendants did not have a special duty to protect Plaintiffs from Helfstein, Hecht, or Summit.
28 Under the common law, there is no duty to control the conduct of a third party to prevent him

1 from causing harm to another person, unless a special relationship exists.

2 18. Here, there was not a special relationship between Plaintiffs and the UI
3 Defendants as recognized by the common law.

4 19. Two categories of damages which the Court believes are appropriate for award
5 consistent with this decision are:

6 Lost Opportunity ¹⁸	\$469,450.92
7 Loss of Health Insurance Premiums ¹⁹	<u>\$ 96,146.52</u>
TOTAL	<u>\$565,597.44</u>

8 20. If any conclusions of law are properly findings of fact, they shall be treated as if
9 appropriately identified and designated.

10 **JUDGMENT IS ENTERED AS FOLLOWS:** Plaintiffs take judgment in the sum of
11 \$565,597.44 on the claims for breach of contract, breach of the covenant of good faith and fair
12 dealing and promissory estoppel;

13 ...

14
15
16
17
18
19 ¹⁸ The Court has used Mr. Conant's figures but has made an adjustment. His figures on Exhibit
20 "BB" show Due 4/1/07 through 12/31/10 \$ 353,135.74
Due 1/1/11 through 12/31/14 328,419.34
\$ 681,555.08

21 The Court only awards Lost Opportunity damages in the amount of \$469,450.92 through 5/31/12
22 (\$353,135.74 + \$116,315.18) as the remainder of the damages have not yet been incurred and
may be sought if a continuing breach of the agreement occurs.

23 ¹⁹ The Court has used Mr. Conant's figures but has made an adjustment. His figures on Exhibit
24 "L" show Due 4/1/07 through 12/31/10 \$ 74,865.00
Due 1/1/11 through 12/31/14 60,089.00
25 \$ 134,954.00

26 The Court only awards Loss of Health Insurance Premiums as damages in the amount of
27 \$96,146.52 through 5/31/12 (\$74,865.00 + \$21,281.52) as the remainder of the damages have not
28 yet been incurred and may be sought if a continuing breach of the agreement occurs.

JUDGMENT IS FURTHER ENTERED AS FOLLOWS: Plaintiffs may make a motion for attorneys' fees, if appropriate, and demand costs as provided for under the Nevada Rules of Civil Procedure, the Nevada Revised Statutes, and any other application rule, statute, or contract.

Dated this 17th day of May, 2012.

~~Elizabeth Gonzalez
District Court Judge~~

Certificate of Service

I hereby certify that on or about the date filed, this document was copied through e-mail, or a copy of this Order was placed in the attorney's folder in the Clerk's Office or mailed to the proper party as follows:

Jeffrey R. Albregts, Esq. (Cotton, Driggs, et al)

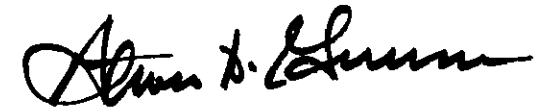
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Gary E Schnitzer, Esq. (Kravitz Schnitzer, et al)

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Dan Kutinac

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Attorneys for Plaintiffs
6 *Ira and Edythe Seaver Family Trust and*
Circle Consulting Corporation



CLERK OF THE COURT

7
8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 IRA AND EDYTHE SEAVER FAMILY
TRUST, IRA SEAVER, CIRCLE
CONSULTING CORPORATION,

Case No.: A587003
Dept. No.: XI

11 Plaintiffs,

12 v.

13 LEWIS HELFSTEIN, MADALYN
HELFSTEIN, SUMMIT LASER PRODUCTS,
14 INC., SUMMIT TECHNOLOGIES LLC, UI
SUPPLIES, UNINET IMAGING, INC.,
15 NESTOR SAPORITI and DOES 1 through 20,
and ROE entities 21 through 40, inclusive,

**NOTICE OF ENTRY OF
FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

16 Defendants.

17
18 AND RELATED CLAIMS

19 PLEASE TAKE NOTICE that FINDINGS OF FACT AND CONCLUSIONS OF LAW
20 in the above-entitled matter were filed and entered by the Clerk of the above-entitled Court on
21 the 18th day of May, 2012, a copy of which is attached hereto.

22 DATED this 21 day of May, 2012.

23 COTTON, DRIGGS, WALCH,
HOLLEY, WOLOSON & THOMPSON

24
25 JEFFREY R. ALBREGTS, ESQ./NBN 0066
400 South Fourth Street, Third Floor
26 Las Vegas, Nevada 89101
Attorneys for Plaintiffs
27 *Ira and Edythe Seaver Family Trust and*
Circle Consulting Corporation
28

1 **CERTIFICATE OF MAILING**

2 I HEREBY CERTIFY that, on the 21st day of May, 2012 and pursuant to NRCP
3 5(b), I deposited for mailing in the U.S. Mail a true and correct copy of the foregoing **NOTICE**
4 **OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW**, postage prepaid
5 and addressed to:

6 Michael Lee, Esq.
7 LAW OFFICE OF MICHAEL B. LEE
8 2000 South Eastern Avenue
9 Las Vegas, NV 89104
10 *Attorneys for Defendants*

Mr. Ira Seaver
2407 Ping Drive
Henderson, NV 89074
In Proper Person

11 
12 An employee of COTTON, DRIGGS, WALCH,
13 HOLLEY, WOLOSON & THOMPSON
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CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

IRA AND EDYTHE SEAVER FAMILY
TRUST, IRA SEAVER, CIRCLE
CONSULTING CORPORATION,

Case No.: 09 A 587003

Dept. No.: XI

Plaintiff,

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

vs.

Date of Trial: March 19, 2012

Time of Trial: 1:00 p.m.

UI SUPPLIES, UI TECHNOLOGIES,
UNINET IMAGING, INC., NESTOR
SAPORITI and DOES 1 through 20, and ROE
entities 21 through 40, inclusive; DOES I
through X, inclusive; and ROE BUSINESS
ENTITIES I through X, inclusive,

Defendants.

This cause came on regularly for a bench trial beginning on March 19, 2012 and continuing day to day, based upon the availability of the Court and Counsel, until its completion on April 25, 2012; Plaintiff IRA SEAVER ("Seaver") appearing in proper person; Plaintiffs IRA AND EDYTHE SEAVER FAMILY TRUST ("Trust"), and CIRCLE CONSULTING CORPORATION ("Circle") by and through Jeffrey R. Albregts, Esq. (Trust, Seaver, and Circle are sometimes collectively referred to as "the Plaintiffs") and Defendants UI SUPPLIES, UI TECHNOLOGIES,¹ UNINET IMAGING, INC. ("UniNet"), NESTOR SAPORITI ("Saporiti") appearing by and through their attorneys Michael Lee, Esq. and Gary Schnitzer, Esq.; (UI Supplies, UI Technologies, UniNet and Saporiti are sometimes collectively referred to as "the UI

¹ The Court granted a motion to add UI Technologies as a defendant during trial.

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CLERK OF THE COURT



1 Defendants").² Plaintiffs Complaint³ asserts ten causes of action: (1) Breach of Circle
2 Consulting Contract (against all Defendants); (2) Breach of Summit Technologies Formation
3 Agreement (against Helfstein Defendants Only); (3) Breach of Summit Technologies Operating
4 Agreement (against Helfstein Defendants and Summit Only); (4) Breach of Fiduciary Duty
5 (against Helfstein Defendants Only)⁴; (5) Promissory Estoppel (against UniNet Defendants
6 Only); (6) Unjust Enrichment (against UniNet Defendants Only); (7) Accounting (against
7 Summit and Helfstein Defendants Only)⁵; (8) Declaratory Relief (against All Defendants); (9)
8 Breach of Implied Covenant of Good Faith and Fair Dealing (against All Defendants)⁶; and (10)
9 Alter Ego (against All Defendants)⁷. During trial the Court permitted amendment to add a claim
10 for breach of fiduciary duty against the UI Defendants.

11 The Court having read the pleadings filed by the parties, listened to the testimony of the
12 witnesses, reviewed the evidence introduced during the trial, considered the oral and written
13 arguments of counsel, and with the intent of deciding all claims before the Court pursuant to
14 NRCP 52(a) and 58. The Court makes the following findings of fact and conclusions of law:

15 **FINDINGS OF FACT**

16 1. On or about August 12, 2004, Lewis Helfstein ("Helfstein")⁸ on behalf of Summit
17

18 ² The Court dismissed the Counterclaim at the close of the counterclaimants' case, as no
evidence of damages was presented.

19 ³ No ruling in this case is intended to be determinative of any issue related to the Helfstein
20 Defendants, as they did not participate in this trial. The Helfstein Defendants include LEWIS
HELSTEIN, MADALYN HELFSTEIN, and SUMMIT TECHNOLOGIES LLC.

21 ⁴ The court permitted amendment of this claim during trial to include the UI Defendants.

22 ⁵ The Court granted an NRCP 52c motion on this issue as the accounting was accomplished
23 through discovery as part of these proceedings.

24 ⁶ The Court granted dismissal of the tortuous claims for breach of the covenant of good faith and
fair dealing.

25 ⁷ The Court granted dismissal of this claim against the UI Defendants and UniNet.

26 ⁸ On November 23, 2009, Plaintiffs executed a voluntary dismissal of the Helfstein Defendants
27 after reaching a settlement of \$60,000. While Plaintiff and the Helfstein Defendants have
resolved their claims in this matter, but Plaintiff rescinded their Settlement Agreement with them
28 on or about January 20, 2011, because of information Mr. Conant discovered. Based on the

1 Laser Products, Inc. and Ira and Edythe Family Trust entered into an operating agreement to
2 form Summit Technologies ("Summit") with the Helfstein Defendants maintaining management
3 and control of it but requiring them to also obtain Seaver's approval for decisions regarding its
4 capital structure of Summit.

5 2. The Operating Agreement with the Plaintiffs for the operation of Summit as a
6 New York limited liability company which provided, among other things, that it would maintain
7 records and provide accountings to its members including providing quarterly reports; that 75%
8 of the members' consent would be necessary to change its capital structure; for distribution of
9 profits and net cash flow of 65% to Summit Laser Products and 35% to the Seaver Trust; and for
10 health insurance.

11 3. In September 2004, Summit entered into a Technology License Agreement with
12 LaserStar Distribution Corporation, another entity controlled by the Plaintiffs, for the "codes and
13 programs for laser cartridge chips." The license period was for 10 years.

14 4. In September, 2004, a consulting, noncompetition and confidentiality agreement
15 was entered into by Helfstein on behalf of Summit, and Seaver individually and as president of
16 Circle. Seaver, by way of Circle, and Helfstein, by way of LBH Enterprises agreed to consulting
17 agreements in lieu of salary. The Consulting Agreement contained obligations related to
18 nondisclosure of confidential information and an agreement not to aid competition. It also
19 contained a specific term as to assignment stating that "[t]his Agreement may not be assigned by
20 any party hereto." ("Anti-Assignment Clause")⁹

21
22 stipulation of the parties, this trial concerns only the monies due and owing from the UI
23 Defendants to the Plaintiffs. The claims of the UI Defendants against the Helfstein Defendants
are stayed by Nevada Supreme Court entered on 10/19/2010 in Case no. 56383.

24 ⁹ That agreement provides in pertinent part:

25 6. Disclosure of Information.

26 Consultant recognizes and acknowledges that trade secrets of the Company and its affiliates and
27 their proprietary information and procedures, as they may exist from time to time, are valuable,
28 special and unique assets of the Company's business, access to and knowledge of which are
essential to performance of the Consultant's duties hereunder. . . . Consultant will not at any
time during the term of this Agreement disclose in whole or in part, such secrets, information or

1 5. Among other things, the Circle Consulting Agreement provided for payments of
2 \$125,000 per year on a monthly basis with annual \$5,000 increases; reimbursement of expenses;
3 and payments based on sale of laser printer chips.

4 6. Seaver was required to exclusively perform services at the request of Summit as
5 well as comply with the noncompete, nondisclosure and confidentiality provisions of that
6 agreement.

7 7. On or about August 1, 2005, Helfstein, as the managing member of Summit,
8 notified Seaver he was suspending the consulting fee payments for the Circle Consulting
9 Agreement based on Summit's insufficient cash flow.

10 8. After Helfstein suspended the consulting fee payments, Seaver stopped
11 performing consulting services.

12 9. In late 2006, Seaver suffered an injury that required surgery which prevented him
13 from consulting for an extended period.

14 10. In late 2006, Helfstein and Steven Hecht, the Chief Financial Officer and
15 President of Summit ("Hecht"), began soliciting offers to sell Summit or Summit's assets.
16 Summit had a large bank loan and various creditors that Summit could not afford to pay.

17 11. Sometime in October 2006, Helfstein approached Saporiti about purchasing

18
19 processes to any person, firm corporation, association or other entity for any reason or purpose
20 whatsoever, nor shall they make use of any such property for their own purposes of (sic) benefit
21 of any firm person or corporation, or other entity (except the Company) under any circumstances
22 during the term of this Agreement; provided that these restrictions shall not apply to such secrets,
23 information, and processes which are (the) in public domain. . .

24 7. Agreement not to Aid Competition

25 7.1 Consultant acknowledges and agrees that during the term of this Agreement, it will not in any
26 way, directly or indirectly, . . . engage in represent, furnish consulting services to, be employed
27 by, or have any interest in . . . any business which manufactures, sells or distributes parts and
28 supplies for the remanufacturing of business machine toner cartridges in competition with the
29 Company or refills business machine toner cartridges.

30 * * *

31 7.2 The Consultant is exempt with regards to this paragraph for the following activity:

32 Consulting with Tangerine Express, so long as their activity remains on the retail level, Raven
33 Industries...

1 Summit's assets after unsuccessfully approaching approximately three or four other buyers.

2 12. After some exchange of information and discussions with key personnel, in early
3 February 2007, Saporiti indicated that he would form UI Technologies and UI Supplies to
4 purchase the assets of Summit

5 13. Saporiti informed Hecht and Helfstein that he did not want to assume the current
6 Circle Consulting Agreement.

7 14. At some point in time Seaver became aware that the UI Defendants did not want
8 to assume the current Circle Consulting Agreement.

9 15. Helfstein attempted to negotiate a new global agreement for Seaver and himself.
10 This called for Seaver to receive approximately 35% of whatever Helfstein negotiated for
11 himself through LBH Enterprises.

12 16. Seaver was aware of the attempt to negotiate a separate consulting and non-
13 competition agreement, but his relationship and the trust between Seaver and Helfstein had
14 deteriorated.

15 17. Seaver was concerned that the payments would flow through Helfstein, which
16 could have been usurped by Helfstein's estate in the event of Helfstein's death.

17 18. As a result, Seaver asked the UI Defendants for a consulting agreement separate
18 from Helfstein's.

19 19. Saporiti stated that he was interested in working with Seaver.

20 20. Hecht attempted to negotiate language that was acceptable to Seaver in terms of
21 both compensation and the scope of the non-competition provision.

22 21. Eventually, Saporiti's newly created companies, UI Technologies and UI
23 Supplies, entered into a transaction that was characterized as an Asset Purchase of Summit. As
24 part of the transaction no specific intellectual property rights that were being transferred or being
25 assigned were identified. Certain accounts receivable, contracts and cash were not transferred as
26 part of the transaction.

27 22. The Helfstein Defendants also entered into an agreement with UI Technologies,
28 Inc. for the purchase of all of the assets of LaserStar Distribution Corporation. As part of the

1 transaction no specific intellectual property rights that were being transferred or being assigned
2 were identified.

3 23. After agreeing to the initial terms, Helfstein drafted the Asset Purchase
4 Agreement which was reviewed by counsel for the UI Defendants.

5 24. Hecht negotiated portions of the agreement on behalf of the UI Defendants prior
6 to the closing of the transaction.¹⁰

7 25. Ultimately, Seaver refused to enter into the offered replacement consulting
8 agreement because it did not have a sufficient "carve out" to the non-compete that would allow
9 him to operate pre-existing ventures (Tangerine Express¹¹ Raven Industries¹², etc.¹³), and it had
10 insufficient compensation with a payout over three years.

11 26. None of the pre-existing ventures as performed during the period of the Circle
12 Consulting agreement prior to the acquisition by UI Technologies and UI Supplies are a violation
13 of the noncompetition provisions of that agreement.

14 27. Seaver received notice regarding a meeting about the sale proceeding on March
15 27, 2007, for a meeting that same day. The Notice of Meeting of Members specifically stated
16 that a special meeting would be held on March 27, 2007 for the purpose of: (1) Authorizing the
17 Company to enter into and perform the Agreement for Purchase and Sale of Assets By and
18 Between UI Supplies, Inc. and Summit Technologies, LLC, dated as of March 30, 2007, for sale
19 of substantially all of the assets of the company (the "Sales Agreement"); and (2) Authorizing
20 Summit Laser Products, Inc., as member and manager of the Company, by its president,
21 Helfstein, or any other office thereof, to execute and deliver any and all documents and to take
22 such further action as may be desirable, from time to time, in furtherance of the Sales

23
24 ¹⁰ It is unclear from the testimony and the evidence admitted during trial when the transaction
closed. The dates on documents admitted in evidence, where dated, are inconsistent.

25 ¹¹ Tangerine is an office supply business operated by Seaver's wife, Edythe.

26 ¹² Seaver sold his interest in Raven, a toner manufacturer, in 1999. He had a 5-year
27 nondisclosure agreement and an 8-year payout from the sale.

28 ¹³ Seaver also rents space to Static Control on a month-to-month basis in Camarillo, CA.

1 Agreement.

2 28. On or about March 27, 2007, Helfstein called Seaver and informed him that
3 Summit was lucky that UI wanted to purchase its assets because the company was
4 haemorrhaging money, putting pressure on Seaver to agree to a replacement consulting
5 agreement.

6 29. Seaver still refused because he did not like the terms of the new consulting
7 agreement.

8 30. When Seaver refused to negotiate or execute a replacement consulting agreement,
9 Helfstein decided to go forward with the sale.

10 31. Helfstein represented to Saporiti that Summit did not need Seaver's approval to
11 execute the Asset Purchase Agreement, and he would personally indemnify the UI Defendants
12 for any judgment Seaver might receive as it related to the sale.

13 32. Seaver was not involved with the decision or subsequent negotiations for the sale
14 of Summit's assets.

15 33. Saporiti relied upon Helfstein to document the transaction.

16 34. In late March or early April, 2007, UI and Summit entered into the Asset
17 Purchase Agreement. Helfstein informed UI that he was the majority owner of Summit with
18 authority to enter into the Asset Purchase Agreement for Summit.

19 35. The UI Defendants never formally assumed the Circle Consulting Agreement.
20 The Asset Purchase Agreement was not conditioned on the UI Defendants having consulting
21 agreements with either Helfstein or Seaver.

22 36. At some point in time, Seaver was informed that the Circle Consulting Agreement
23 terminated after the execution of the Asset Purchase Agreement. However, inconsistent
24 information was provided to Seaver on issues related to his health insurance and the UI
25 Defendants' position on his continuing obligations under the Circle Consulting Agreement.

26 37. Seaver's acquiescence to comply with the terms of the Circle Consulting
27 Agreement based upon the representations by the UI Defendants of his continuing obligation to
28 not compete was his consent to the assumption of that agreement.

1 38. Prior to April 2007, Seaver received health insurance benefits through the
2 Consulting Agreement from Summit. However, after the closing of the Asset Purchase
3 Agreement, those benefits terminated. Prior to terminating his benefits, UI extended the term of
4 those benefits and permitted Seaver to remain on its health insurance until Seaver obtained
5 replacement coverage through Tangerine, with Seaver reimbursing the UI Defendants for those
6 costs.

7 39. After April 2007, Hecht who was the former President of Summit and became a
8 director of UI Technologies and General Manager of Summit Technologies a division of UniNet
9 Imaging¹⁴ asked Seaver not to contact any UI and/or former Summit employees working for UI
10 because of his lack of a non-compete/confidentiality agreement. Seaver acknowledged that he
11 was not allowed to interfere with UI's business by communicating with its employees.

12 40. Joseph Cachia, former VP of Operations of Summit who became a director of UI
13 Technologies and VP of Operations of UI Supplies, informed Seaver that the former employees
14 were forbidden to speak with him about UI business, as he did not have a non-compete
15 agreement. Seaver acknowledged that he understood this instruction.

16 41. Representatives of the UI Defendants made representations to Seaver that the UI
17 Defendants held and owned the rights to the Circle Consulting Agreement and that Seaver was
18 bound by it to the extent of the nondisclosure and noncompetition provisions.

19 42. While UniNet characterized the transactions as an Asset Purchase, it represented
20 the transaction to the industry as a merger in a press release, which also appeared on the UI
21 Defendant's website for most of the trial.¹⁵

22 43. UniNet began invoicing for Summit Technologies prior to the effective date of the
23 transaction. The invoices on several occasions identified the invoicer as "Summit Technologies,
24 a division of UniNet".

25 44. Summit's business continued after the transaction as a "division of UniNet".

26 ¹⁴ Ex. 227

27 ¹⁵ The press release was removed from the UI Defendants company website during the trial.
28

1 45. The UI Defendants, as successors-in-interest to Summit, also assumed certain
2 other contractual obligations and rights of Summit, but claim those obligations due and owing
3 from Summit to Seaver were not included.

4 46. Helfstein claims he drafted Exhibit "E" to address the two consulting agreements
5 that Helfstein and Seaver had with Summit after Seaver refused to agree to a replacement
6 consulting agreement. Exhibit "E" of the Asset Purchase Agreement specifically set forth that
7 "CONSULTING AGREEMENTS WITH IRA SEAVER AND LEWIS HELFSTEIN NOT
8 BEING ASSUMED." Helfstein claims to have created Exhibit "E" as a part of the original
9 Asset Purchase Agreement to insure that the previous consulting contracts would not be enforced
10 against UI.

11 47. While the UI Defendants claim that an Exhibit "E" disclaiming responsibility for
12 the consulting agreement with Seaver was included as part of the transaction the evidence
13 supporting this contention lacks credibility.¹⁶

14 48. The subsequent conduct and actions of the UI and Helfstein Defendants, however,
15 do not correspond or support the assertion on their part that the Circle Consulting Agreement
16 was not assumed because the UI Defendants made representations to Seaver that they held and
17 owned the rights to the Circle Consulting Agreement and that he was bound by it insofar as he
18 could not compete with them nor disclose any information they deemed confidential.

19 49. Seaver on behalf of Circle sent invoices and statements to the UI Defendants for
20 the monies due to them under the Circle Consulting Agreement to which the UI Defendants did
21 not respond.

22 50. The UI Defendants touted and publicized their purchase of Summit along with its
23 intellectual property technology and other proprietary information which it possessed as a result
24 of the past efforts and work of Seaver, and continued to do so until shortly before the conclusion

25
26 ¹⁶ During the original motion to dismiss, it came to the Court's attention that there were
27 significant issues about the existence of the proffered Exhibit "E". Trial Exhibit 207, documents
28 an additional occasion where the agreement was not provided. The testimony and evidence
taken together leads the Court to the conclusion that Exhibit "E" was not created and executed at
the time of the closing of the transaction.

1 of trial.

2 51. Seaver and Circle honored their obligations under the Circle Consulting
3 Agreement with Summit —irrespective of the UI Defendants' claims that they did not assume
4 the same—by not competing with the UI Defendants as well as keeping all information they
5 deemed confidential, confidential.¹⁷

6 52. Seaver and Circle detrimentally relied on the representations related to the
7 obligations under the Circle Consulting Agreement in not competing with the UI or Helfstein
8 Defendants although they did not receive compensation for such.

9 53. Seaver testified that counsel for the UI Defendants informed him that he could not
10 engage in a business venture with Static Control; as a result of that position Seaver did not accept
11 the position with Static Control and suffered a financial loss.

12 54. Plaintiff's expert, Rodney Conant testified, based upon his review of the books
13 and records of Summit show that Seaver, as a consequence of honoring the Circle Consulting
14 Agreement with Summit Technologies, lost income (along with his family Trust and Circle
15 Consulting) in the total amount of \$3,792,570.00.

16 55. No expert damages testimony was presented by the UI Defendants.

17 56. There is not a special relationship between Plaintiffs, individually or collectively,
18 and the UI Defendants, individually or collectively, requiring the UI Defendants to protect
19 Plaintiffs.

20 57. If any findings of fact are properly conclusions of law, they shall be treated as if
21 appropriately identified and designated.

22 CONCLUSIONS OF LAW

23 1. Seaver did not breach his obligations under the Circle Consulting Agreement.
24 Seaver did not compete with Summit although he had a relationship with Tangerine Express,
25 received payments from a prior sale of an interest in Raven Industries, and rented space to Static
26

27 ¹⁷ Seaver testified he originally was informed by Hecht that he could not compete with the UI
28 Defendants because of his prior agreement. He was later informed he could not take a position
with Static Controls by counsel for the UI Defendants.

1 Control.

2 2. Given the representations by representatives of UI Technologies and UI Supplies,
3 including counsel, the UI Defendants are estopped from arguing that the Circle Consulting
4 Agreement was not assumed as a result of the transaction.

5 3. Four elements comprise the theory of promissory estoppel: (1) the party to be
6 estopped must be apprised of the true facts; (2) he must intend that his conduct be acted upon, or
7 must act so that the other party asserting estoppel has the right to believe it was so intended; (3)
8 the party asserting the estoppel must be ignorant of the true state of facts; and (4) he must have
9 relied to his detriment on the conduct of the party to be estopped. *Pink v. Busch*, 100 Nev. 684,
10 689, 691 P.2d 456, 459 (1984) (citation omitted). The doctrine of promissory estoppel also
11 requires reliance that is foreseeable and reasonable. *American Sav. & Loan Ass'n v. Stanton-*
12 *Cudahy Lumber Co.*, 85 Nev. 350, 359, 455 P.2d 39, 41 (1969).

13 4. The facts here support a claim for promissory estoppel. Here, Plaintiffs justifiably
14 relied upon the representations of the UI Defendants of the obligations remaining under the
15 Circle Consulting Agreement including the obligations not to compete, and not to disclose
16 confidential information. Plaintiffs have established that the UI Defendants made false or
17 misleading misrepresentations regarding the continuation of the Consulting Agreement.

18 5. The Court finds for Plaintiffs, and against the UI Defendants on the claim for
19 promissory estoppel.

20 6. Seaver was not involved with the negotiations and lacks any personal knowledge
21 to offer an opinion on these negotiations. While Helfstein, Hecht, and Saporiti are the persons
22 qualified to provide "extrinsic evidence to determine the parties' intent, explain ambiguities, and
23 supply omissions," *Ringle v. Bruton*, 120 Nev. 82, 93, 86 P.3d 1032, 1039 (2004), their
24 statements when taken with the inconclusive documentary evidence are not credible. Given the
25 lack of credibility of Helfstein and Hecht, the Court does not find the explanation related to the
26 Exhibit "E" provided by those persons of assistance in making this determination.

27 7. A *de facto* merger occurs where the parties have essentially achieved the result of
28 a merger although they do not meet the statutory requirements for *de jure* merger. Village

1 Builders v. US Laboratories, 121 Nev. 261 (2005). The factors to be weighed by the court in
2 determining whether a *de facto* merger exists are: (1) whether there is a continuation of the
3 enterprise; (2) whether there is a continuity of shareholders; (3) whether the seller corporation
4 ceased its ordinary business operations; and (4) whether the purchasing corporation assumed the
5 seller's obligations. Here after weighing the factors, the Court concludes that UI's acquisition of
6 Summit is a *de facto* merger.

7 8. After Seaver refused to enter into a new consulting agreement, Helfstein
8 unilaterally decided to proceed with the Asset Purchase Agreement without an agreement in
9 place for Seaver. Helfstein communicated to Saporiti that he did not need Seaver's consent to
10 the sale since Summit's operating agreement provided him with authority to sell as the managing
11 member.

12 9. As the Court has found that the acquisition of Summit's assets was a *de facto*
13 merger on the facts of this case, the Court finds in favor of Plaintiffs on the first cause of action
14 for Breach of Circle Consulting Contract and finds against the UI Defendants.

15 10. The UI Defendants' representations to Seaver that he could not work for a
16 competitor is evidence of a breach of the implied covenant of good faith and fair dealing. The
17 Court finds for Plaintiffs on the claim for breach of the implied covenant of good faith and fair
18 dealing against the UI Defendants.

19 11. " 'The doctrine of unjust enrichment or recovery in quasi contract applies to
20 situations where there is no legal contract but where the person sought to be charged is in
21 possession of money or property which in good conscience and justice he should not retain but
22 should deliver to another [or should pay for].' " *Leasepartners Corp. v. Robert L. Brooks Trust*
23 *Dated Nov. 12, 1975*, 113 Nev. 747, 942 P.2d 182, 187 (1997) (quoting 66 Am.Jur.2d Restitution
24 § 11 (1973)). An unjust enrichment claim is "not available when there is an express, written
25 contract, because no agreement can be implied when there is an express agreement." *Id.*

26 12. Here, given the Court's determinations on the other claims, Plaintiffs cannot
27 prevail on the alternative claim for unjust enrichment.

28 13. The Court does not find that Plaintiffs have unclean hands in this matter by

1 pursuit of this lawsuit against the UI Defendants. While the UI Defendants argue that certain
2 evidence illustrates that Plaintiffs attempted to manufacture evidence to bolster this action, the
3 Court does not find this, taken in conjunction with the evidence presented at trial, as credible.

4 14. District courts have the discretion to determine if the alter ego doctrine applies in
5 a case. *LFC Mktg. Group, Inc. v. Loomis*, 116 Nev. 896, 904, 8 P.3d 841, 846 (2000). The
6 requirements for finding alter ego, which must be established by a preponderance of the
7 evidence, are: (1) The corporation must be influenced and governed by the person asserted to be
8 its alter ego; (2) There must be such unity of interest and ownership that one is inseparable from
9 the other; and (3) The facts must be such that adherence to the fiction of separate entity would,
10 under the circumstances, sanction a fraud or promote injustice. *Ecklund v. Nevada Wholesale*
11 *Lumber Co.*, 93 Nev. 196, 197, 562 P.2d 479, 479-80 (1977) (citations omitted). However, that “
12 ‘[t]he corporate cloak is not lightly thrown aside’ and that the alter ego doctrine is an exception
13 to the general rule recognizing corporate independence.” *Loomis*, 116 Nev. at 903-04, 8 P.3d at
14 846 (quoting *Baer v. Amos J. Walker, Inc.*, 85 Nev. 219, 220, 452 P.2d 916, 916 (1969)).

15 15. Here, Saporiti complied with all of the corporate formalities in forming UI
16 Supplies and UI Technologies to purchase the assets of Summit. There is no evidence that
17 Saporiti, UniNet, UI Technologies and UI Supplies, in any combination, are inseparable.
18 Furthermore, there is no evidence that the recognizing UI Technologies and UI Supplies as
19 separate legal entities would have any promotion of fraud or injustice. Saporiti legally formed
20 UI Supplies and UI Technologies to purchase the assets of Summit. He signed the Asset
21 Purchase Agreement on behalf of UI Supplies and UI Technologies.

22 16. Despite the intertwining of the operations of the UI Defendants, Plaintiffs have
23 not provided sufficient evidence to demonstrate that UI Supplies and UI Technologies were an
24 alter ego of either Saporiti or UniNet.

25 17. While the UI Defendants assumed the Circle Consulting Agreement through their
26 action and accomplished a *de facto* merger of Summit with UI Technologies and UI Supplies, the
27 UI Defendants did not have a special duty to protect Plaintiffs from Helfstein, Hecht, or Summit.
28 Under the common law, there is no duty to control the conduct of a third party to prevent him

1 from causing harm to another person, unless a special relationship exists.

2 18. Here, there was not a special relationship between Plaintiffs and the UI
3 Defendants as recognized by the common law.

4 19. Two categories of damages which the Court believes are appropriate for award
5 consistent with this decision are:

6 Lost Opportunity ¹⁸	\$469,450.92
7 Loss of Health Insurance Premiums ¹⁹	<u>\$ 96,146.52</u>
TOTAL	\$565,597.44

8 20. If any conclusions of law are properly findings of fact, they shall be treated as if
9 appropriately identified and designated.

10 **JUDGMENT IS ENTERED AS FOLLOWS:** Plaintiffs take judgment in the sum of
11 \$565,597.44 on the claims for breach of contract, breach of the covenant of good faith and fair
12 dealing and promissory estoppel;

13 ...
14
15
16
17

18
19 ¹⁸ The Court has used Mr. Conant's figures but has made an adjustment. His figures on Exhibit
20 "BB" show Due 4/1/07 through 12/31/10 \$ 353,135.74
Due 1/1/11 through 12/31/14 328,419.34
\$ 681,555.08

21 The Court only awards Lost Opportunity damages in the amount of \$469,450.92 through 5/31/12
22 (\$353,135.74 + \$116,315.18) as the remainder of the damages have not yet been incurred and
may be sought if a continuing breach of the agreement occurs.

23 ¹⁹ The Court has used Mr. Conant's figures but has made an adjustment. His figures on Exhibit
24 "L" show Due 4/1/07 through 12/31/10 \$ 74,865.00
Due 1/1/11 through 12/31/14 60,089.00
25 \$ 134,954.00

26 The Court only awards Loss of Health Insurance Premiums as damages in the amount of
27 \$96,146.52 through 5/31/12 (\$74,865.00 + \$21,281.52) as the remainder of the damages have not
yet been incurred and may be sought if a continuing breach of the agreement occurs.
28

JUDGMENT IS FURTHER ENTERED AS FOLLOWS: Plaintiffs may make a motion for attorneys' fees, if appropriate, and demand costs as provided for under the Nevada Rules of Civil Procedure, the Nevada Revised Statutes, and any other application rule, statute, or contract.

Dated this 17th day of May, 2012.

~~Elizabeth Gonzalez
District Court Judge,~~

Certificate of Service

I hereby certify that on or about the date filed, this document was copied through e-mail, or a copy of this Order was placed in the attorney's folder in the Clerk's Office or mailed to the proper party as follows:

Jeffrey R. Albregts, Esq. (Cotton, Driggs, et al)

Michael B Lee, Esq.

Gary E Schnitzer, Esq. (Kravitz Schnitzer, et al)

Mr. Ira Seaver
2407 Ping Drive
Henderson, Nevada 89074

Dan Kutinac

Exhibit List

Case: 09A587003 Party: Sort Order: Status Case Ira And Edythe Seaver Family Trust, Plaintiff
(s)
vs.
UI Supplies, Defendant(s)

Exhibit ID	On Behalf Of	Status/Date	Return/Destroy Date	Type and Description	Exhibit Flag	Source	In Custody Of	Location
COURT	Plaintiff	Admitted 10/12/2010	Destroy 10/26/2012	Document Correspondence (sealed)		Blum, Jonathan D.		
1	Plaintiff	Admitted 03/19/2012	Destroy 05/14/2014	Document Sales Documents		Seaver, Ira		
Comment: for complete list see scanned exhibit list in Odyssey								
D2	Plaintiff	Marked 04/24/2012	Destroy 05/14/2014	Document Depo of Nestor Saporiti 7/30/10		Seaver, Ira		
D3	Plaintiff	Marked 04/25/2012	Destroy 05/14/2014	Document Depo of Nestor Saporiti 7/30/10		Seaver, Ira		
D1	Plaintiff	Offered 05/14/2012	Destroy 05/14/2014	Document Depo of Nestor Saporiti 7/30/10		Seaver, Ira		

EXHS

JEFFREY R. ALBREGTS, ESQ.

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Corporation***DISTRICT COURT****CLARK COUNTY, NEVADA**IRA AND EDYTHE SEAVER FAMILY
TRUST, IRA SEAVER, CIRCLE
CONSULTING CORPORATION,

Plaintiffs,

v.

LEWIS HELFSTEIN, MADALYN
HELFSTEIN, SUMMIT LASER PRODUCTS,
INC., SUMMIT TECHNOLOGIES LLC, UI
SUPPLIES, UNINET IMAGING, INC.,
NESTOR SAPORITI and DOES 1 through 20,
and ROE entities 21 through 40, inclusive,

Defendants.

Case No.: A587003

Dept. No.: XI

AND RELATED CLAIMS**JOINT TRIAL EXHIBIT LIST**

Ex.	Description	Offered	Objected	Admitted	Retained
1.	Notice of Meeting of Members of Summit Technologies, LLC dated March 27, 2007 CCC000108-000109	3/9	NO	3/9	
2.	Agreement for Purchase and Sale of Assets by and between UI Supplies, Inc. and Summit Technologies, LLC dated March 30, 2007 CCC00110 - CCC00127	3/9	NO	3/9	

Ex.	Description	Summary	Offered	Objected	Admitted	Date
3.	Copy of Exhibit E and Helfstein letter December 17, 2007 -first production of E CCC000165-000167		3/9	NO	3/9	
4.	Freedman Letter dated September 19, 2007 CCC02691 - CCC02693					
5.	Limited Liability Company Operating Agreement of Summit Technologies, LLC Limited Liability Company IS 0000012 - IS 0000043					
6.	Consulting & Non-Competition Agreement IS 0000103 - IS 0000112					
7.	Agreement for Purchase and Sale of Assets between UI Supplies and Summit Technologies (March 30, 2007) SAP00001 - 00018					
8.	Closing Statement Summit Technologies, LLC, March 31, 2007 SAP 00019 - SAP 00044					
9.	Exhibit E Employment Agreements: None SAP00045					
10.	Exhibit F1 Exceptions to Title (Chase Bank Account Information) SAP00046					
11.	Exhibit F2 Summit Technologies Employee List SAP00047					

E.	Description	Summit	Offered	Objected	Admitted	Disputed
12.	APSI W-2 Prelists for NY, NV and CA; Accounts Payable Age Invoice Report; Age Receivables SAP00048 - 00055		3/9	NO	3/9	
13.	Accounts Receivable Age Invoice Report (as of April 3, 2007) SAP00056 - 00101					
14.	Bill of Sale from Summit Technologies, LLC to UI Supplies, Inc. March 30, 2007 (SAP00182-183) - Exhibit A missing					
15.	Certification of Representations of Summit Laser, one from UI Supplies, Consent of members and Managers of Summit Technologies by Summit Laser, Unanimous Written Consent UI Supplies and Uninet Imaging March 30, 2007 SAP00184 - SAP00188					
16.	Agreement for Purchase and Sale of Assets between UI Technologies and Laserstar (SAP00189 - SAP00202) - Closing April 2, 2007 - Signed by Saporiti and Helfstein					
17.	Bill of Sale from Laserstar Distribution Corp. to UI Technologies SAP00203 - 00204 - regarding transfer of assets, including tangible and intangible property Exhibit A missing					

E.	Description	Stipulated	Offered	Objected	Admitted	Agreed
18.	Consent of Directors of Laserstar Distribution Corporation SAP 00205 – SAP 00206		3/19	NO	3/19	
19.	Consulting and Non-Competition Agreement between UI Technologies and LBH Enterprises (April 1, 2007) SAP00207 – 00212 - See 3 rd WHEREAS clause on page one re “condition of purchase” is retention of LBH Enterprises as consultant. Guarantee of payment of consultant fees by Uninet Imaging, Inc. (see Exhibit A)					
20.	Exhibit A, Guarantee by Uninet Imaging, Inc. dated March 30, 2007 with Schedule I: Lew Helfstein Payment Schedule and Unanimous Written Consent of Shareholders of UI Supplies, Inc. SAP00213-217					
21.	Consulting and Non-Competition Agreement between UI Supplies and Circle Consulting Corp. (April 1, 2007) SAP00218 - 00227					
22.	E-mails with Nestor Saporiti re Consulting Agreement. Dec. 3, 2008 – Jan. 27, 2009 SAP00244 – SAP00245					
23.	Assignment of Lease between Summit Laser and UI Supplies (March 30, 2007) and related documents SAP00102 - 00181					

1	2	3	4	5	6	7	8
		Description	Submitted	Offered	Objected	Admitted	Not
2	24.	Email from Lewis Helfstein to Steven Hecht dated March 27, 2007; undated memo		3/9	NO	3/9	
3		SAP 00925					
4		SAP 01596					
5	25.	Email from Lewis Helfstein to Nestor Saporiti dated March 31, 2007		3/9	NO	3/9	
6		SAP 00947					
7							
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Deposition Transcripts:

- Helfstein Deposition Transcript (1 volume)
 - o And Exhibits and Documents: HELF DEPO 0001 - 0296
- Saporiti Deposition Transcript (Vols. I & II)
 - o And Exhibits and documents - SAP DEPO 0001-0795

Dated this 16 day of March, 2012.

SANTORO, DRIGGS, WALCH,
KEARNEY, HOLLEY & THOMPSON

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EXHS

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Facsimile: 702/791-1912

Attorneys for Plaintiff Circle Consulting
Corporation**DISTRICT COURT
CLARK COUNTY, NEVADA**IRA AND EDYTHE SEAVER FAMILY
TRUST, IRA SEAVER, CIRCLE
CONSULTING CORPORATION,

Plaintiffs,

v.

LEWIS HELFSTEIN, MADALYN
HELFSTEIN, SUMMIT LASER PRODUCTS,
INC., SUMMIT TECHNOLOGIES LLC, UI
SUPPLIES, UNINET IMAGING, INC.,
NESTOR SAPORITI and DOES 1 through 20,
and ROE entities 21 through 40, inclusive,

Defendants.

Case No.: A587003

Dept. No.: XI

AND RELATED CLAIMS**PLTF EXHIBITS****AMENDED CIRCLE CONSULTING CORPORATION'S TRIAL EXHIBIT LIST**

	Description	Submitted	Offered	Objected	Admitted	Date
26.	Sale documents relating to 2004 Agreements between Summit Laser and Graphic Technologies August 13, 4004 CCC000001-000107		3/19/12	NO	3/19/12	3/19/12
27.	Guarantee of Uninet Imaging, Inc. March 30, 2007 CCC000128-000130		3/19/12	NO	3/19/12	3/19/12

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		offered	Objected	Admitted	Date
28.	Seaver General Release – not signed March 2007 CCC000132	3/19/12	NO	3/19/12	3/19/12
29.	Seaver Trust General Release- not signed March 2007 CCC000133				
30.	Laserstar Purchase Agreement – not signed March 30, 2007 CCC000134-000148				
31.	Freedman letter to Saporiti dated January 23, 2008 CCC000149-000152				
32.	Freedman letter to Saporiti dated March 25, 2008 CCC000153-000155				
33.	Freedman Preservation of evidence letter dated October 30, 2008 CCC000156-000157				
34.	Freedman letter to Saporiti dated October 8, 2008 CCC000158-000159				
35.	Seaver Noncompete April 1, 2007 CCC000160-000164				
36.	Uninet Advertisement CCC000168				
37.	Copy of Asset Purchase Agreement Provided to Seaver March 27 th CCC000169-000189				
38.	Uninet Website Screenshot 10/7/2009 CCC000190-000191				
39.	Uninet Press Release March 28, 2007 CCC000192-000193	3/19/12	NO	3/19/12	3/19/12

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		Offered Objected Admitted Date			
40.	Declaration of Lewis Helfstein dated November 10, 2009 CCC00196-CCC00197		3/19/12	NO	3/19/12 3/19/12
41.	Correspondence, e-mail, pleadings, assignments of leases, etc. Dated Nov 19, 2007 thru Nov 23, 2009 CCC002651-002690				
42.	Correspondence, e-mail, pleadings, assignments of leases, etc. copy of notice March 27, 2007 emails from 2010 CCC002694-002752				
43.	Correspondence, e-mail, pleadings, assignments of leases, etc. March 13, 2007 forward with copies of all agreements CCC002753-003163				
44.	Closing statement of Summit Technologies, Consent of Members of Summit and Laserstar CCC003164-003168				
45.	Correspondence, e-mail, pleadings, assignments of leases, etc. CCC003169-003255				
46.	Correspondence, e-mail, pleadings, assignments of leases, etc. CCC003260-003289				
47.	Correspondence, e-mail, pleadings, assignments of leases, etc. CCC003290-003576				
48.	Correspondence, e-mail, pleadings, assignments of leases, etc. CCC003583-003584		3/19/12	NO	3/19/12 3/19/12

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49.	Correspondence, e-mail, pleadings, assignments of leases, etc. CCC003589-003830		3/19/12	No		3/19/12		3/19/12	
50.	Non-competition agreement, tax returns, purchase and sales agreements, e-mails, etc. - CCC004004-004225								
51.	Income statements and tax returns IS000190-IS000219								
52.	Invoices from Summit Technologies "a division of UI Supplies" dated Feb. 9, 2007 and 3/2/2007 and other dates (IRA00100, 102, 110, 112, 117, 118, 127, 129, 142, 144, 179, 180, 210, 215, 314, 341, 342)								
53.	Lewis Helfstein E-Mail dated Feb. 27, 2010 re all of documents CC0003585 - CCC0003588								
54.	Steven Hecht E-mail dated Mar. 31, 2007 re All of documents and ref to "possession of 2 binders" SAP00675-676								
55.	Emails between Ira Seaver and Nestor Saporiti from December 3, 2008 through January 26, 2009 re consulting agreement CCC000198-000199								
56.	Properties of various documents CCC03949-3974								
57.	UniNet letter to Lew dated Jan. 16, 2007 SAP 00356-357								
58.	Steven Hecht E-mail to Lew Helfstein dated March 13, 2007 SAP00672		3/19/12	No		3/19/12		3/19/12	

			Offered	Objected	Admitted	Date
1	59.	Steven Hecht E-Mail to Nestor Saporiti dated April 5, 2007 SAP 00690		3/19/12	NO	3/19/12
2	60.	Consent Laserstar Sale - CCC000131				
3	61.	Income Statements ending December 31, 2004 - CCC000245-000250				
4	62.	General Ledger Detail Reports - Periods 1 through 12 ending December 31, 2005 CCC000251-001149				
5	63.	General Ledger Detail Reports - Periods 1 through 12 ending December 31, 2006 CCC001150-001879				
6	64.	General Ledger Detail Reports - Periods 1 through 12 ending December 31, 2007 CCC001880-002080				
7	65.	General Ledger Detail Reports - Periods 1 through 12 ending December 31, 2004 CCC002081-002355				
8	66.	Balance Sheets and Income Statements - (2004-2006) CCC002356-002374				
9	67.	Bank and Credit Card Statements for November and December, 2004 CCC002375-002402				
10	68.	Bank and Credit Card Statements for 2007 CCC002403-002516				
11	69	Bank and Credit Card Statements for 2005 CCC002517-002650				
12	70.	Tax returns, e-mail, correspondence, screenshots of documents properties, assignments of leases, etc. CCC003831-003928		3/19/12	NO	3/19/12
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		Offered	Objected	Admitted	Date
71.	Tax returns, e-mail, correspondence, screenshots of documents properties, assignments of leases, etc. CCC003975-004003	3/19/12	No	3/19/12	3/19/12
72.	Agreement for Purchase and Sale of Assets between UI Supplies and Summit Technologies (March 30, 2007) UN00015 - 00032				
73.	Closing Statement Summit Technologies, LLC – unsigned CCC003164				
74.	Nester Saporiti to Steven Hecht, cc: Lou E-Mail dated Feb. 7, 2007 CCC002753-CCC002754				
75.	COFACE Services business Information Report dated 12/31/2005 CCC003256 – 3259				
76.	Uninet catalog of 2008 IRA00509-528				
77.	Mar. 22, 2011 Article from Real Estate Journal IRA00474				
78.	World Expo of 08/22-24/2007 from World expo 2007 IRA00494				
79.	March 2008 Article “No Borders: No Problem” IRA00466-470				
80.	E-mail from Joe Cachia to Steven Hecht dated April 21, 2007 IRA00017				
81.	E-mail dated Oct. 26, 2010 from “Mr. Toner” – Joe Cachia to Ira IRA00026				
82.	Mr. Toner (Cachia) to Ira dated Dec. 25, 2010 IRA00045-46				
83.	Mr. Toner (Cachia) to Ira dated Jan. 10, 2011 IRA00068				
84.	Cachia E-Mail to Ira dated December 7, 2011 IRA00086-88	3/19/12	No	3/19/12	3/19/12

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		Offered	Objected	Admitted	Date
85.	Steven Hecht E-mail dated Feb. 15, 2007 SAP 00319	3/19/12	No	3/19/12	3/19/12
86.	Steven Hecht E-mail dated Feb. 15, 2007 with attachment SAP00320-321				
87.	Nestor Saporiti E-mail to Helfstein dated December 13, 2006 SAP00360-361				
88.	Agreement for Purchase and Sale of Assets between UI Technologies and Laserstar HELF001259 – HELF001272				
JT #16.	Agreement for Purchase and Sale of Assets between UI Technologies and Laserstar SAP00189 – SAP00202				
89.	Agreement for Purchase and Sale of Assets between UI Supplies, Inc. and Summit Technologies, Inc. (as of March 30, 2007) HELF001070-1087 <ul style="list-style-type: none"> Footers are different in various pages of all three copies of the document. Section 8.7 is missing from all three versions. Signature blocks are different (Nestor's signature is different on all of them – no 2 are alike) Bates ranges are: SAP00001-18[Jt exh], HELF001070-1087 [here], UN000015-32 (from FL suit) [Jt exh]				
90.	Assignment of Lease between Summit Laser Products and UI Supplies (as of March 30, 2007, but not signed until April 3, 2007) HELF001169-1170				
91.	Invoice - CCC000194-000195	3/19/12	No	3/19/12	3/19/12

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		Offered	Objected	Admitted	Date
92.	Documents reflecting payments from Helfstein (vis-a-vis Summit) to Saporiti (vis-a-vis UIS) after the close of the deal, but which were never reflected or mentioned in their sale contract CCC000200-000204	3/19/12	No	3/19/12	3/19/12
93.	Recent e-mails between Seaver and Hecht CCC 004256-004393				
94.	Hecht and Seaver e-mails HECHT 00001-01577 NOT SUBMITTED				
95.	Expert Report of Rodney Conant - Vol. I				
96.	Expert Report of Rodney Conant - Vol. II - ATTORNEY'S EYES ONLY				
97.	Email from Steven Hecht re letter of intent CCC003577-3579				
98.	Steven Hecht E-Mail dated March 15, 2007 re talking re deal with Uninet CCC003580-3582				
99.	Uninet-Summit Press release and related emails. March 22-28, 2007 IRA 00001-0004 (See also, SAP DEPO 0755, 756) Also virus scan conflict				
100.	Summit Laser Press Release Ownership Change June 1, 2004 IRA00529, IRA00353				
101.	Summit Laser Insurance monies, email Cachia and Seaver, written note, GL Hecht January 2011, December 2, 6, 7 2011 IRA00056, 00062, 00083, 00089	3/19/12	No	3/19/12	3/19/12

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		Offered Objected Admitted Date			
102.	Corporate Minutes of Uninet, UI Tech, UI Supplies (Joe Cachia conflicts in whereabouts 1/25, 2/4, 3/30) January 2007 thru December 15, 2009 SAP 00393-00427		3/19/12	No	3/19/12 3/19/12
103.	E-mails with Lew re settlement with Uninet re NY Lease IRA00359, 396-99				
104.	E-mails between Ira Seaver and Lewis Helfstein regarding miscellaneous information and fiduciary responsibility. IRA0386-388				
105.	Only 2 binders orig. agreement offered IRA00459-60				
106.	Unanimous Written consent and Waiver of Notice of Members and Managers of Summit Technologies, LLC dated March 30, 2007 CCC03169				
107.	Trial Balance of Summit Feb 2007 CCC03289				
108.	Bill of Sale Summit Technologies, LLC March 30, 2007 HELF00005 - HELF00006				
109.	mails between Hecht and LH regarding insurance coverage March 15, 2007 HELF00445				
110.	Hecht Emails regarding consulting agreement and non compete March 13, 2007 HELF00452-3				
111.	Exhibit G Guarantee of Uninet Imaging, Inc. March 30, 2007 HELF01090 - HELF01099		3/19/12	No	3/19/12 3/19/12

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		Offered	Objected	Admitted	Date
112.	Assignment of Leases March 30, 2007 HELF01225 – HELF01226	3/19/12	No	3/19/12	3/19/12
113.	Affidavit of Nestor Saporiti April 3, 2007 HELF01248 – HELF01249				
114.	Certification of Representations of Nestor Saporiti March 30, 2007 HELF01254				
115.	Unanimous Written Consent of Shareholders UI Supplies, Inc. and of Uninet Imaging, Inc. April 2007 HELF01256 – HELF01257				
116.	Bill of Sale of Laserstar Distribution Corporation to UI Technologies. Signed by LH Notarized March 2007 HELF01274 – HELF01275				
117.	Unanimous Written Consent of Shareholders UI Technologies, Inc. signed by Nestor March 2007 HELF01277				
118.	Unanimous Written Consent of Shareholders UI Supplies, Inc. Signed by Nestor HELF01290				
119.	Email from Cachia to IS regarding Insurance check. IRA00073				
120.	Email from Cachia to IS regarding closing of Nevada UI Technologies. October 24, 2011 IRA00079				
121.	Screen shot of UniNet Website. January 2012 IRA00476	3/19/12	No	3/19/12	3/19/12

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		Offered	Objected	Admitted	Date
122.	Screen shot of Uninet Websites in Las Vegas on Oquendo Rd. January 2012 IRA00481	3/19/12	No	3/19/12	3/19/12
123.	Recycler article regarding movement of East Coast facility. IRA00507				
124.	Proforma of Summit Tech New York 2006/2007 SAP00371				
125.	UniNet Action by Written Consent of Directors in lieu of Annual Meeting January 19, 2007 SAP00392				
126.	UI Supplies Corporate Minutes August 30, 2007 and January 25, 2008 SAP00428 – SAP00430				
127.	UI Supplies, Inc Corporate Minutes February 4, 2008 SAP00431				
128.	UI Supplies, Inc Corporate Minutes October 8, 2008 SAP00432				
129.	Email Saporiti to Lew requesting documents to be sent to Chemerinski March 29, 2007				
130.	Laserstar Distribution 2007 Tax Return CCC04429-CCC04440				
131.	Spreadsheet of Funds after Close. April 1, 2007 to May 4, 2007 CCC04441-CCC04444				
132.	Insurance check \$100,198. to Laserstar as refund. March 15, 2007 and GL showing transfer of funds. CCC004417 – CCC004416	3/19/12	No	3/19/12	3/19/12

		Offered	Objected	Admitted	Date
133.	Emails from LH to IS discussing where Lew will have video conference for deposition. June 22, 2011 IRA00389 - IRA 00390	3/19/12	N/A	3/19/12	3/19/12
134.	Sierra Health and Life Benefit Information booklet. CCC04447-CCC04450	3/21 3/19/12	Obj.	3/21	
135.	Demonstrative Exhibit 1: Seaver -- Helfstein CCC04451	3/21 3/19/12	Obj.		
136.	Demonstrative Exhibit 2: Merger CCC04452	3/21 3/19/12	Obj.		
137.	Demonstrative Exhibit 3: Asset Purchase CCC04453	3/21 3/19/12	Obj.		
138.	Demonstrative Exhibit 1A: Chip Production CCC04454	3/21 3/19/12	Obj.		

139 Memorandum Helfstein

3/21

NO

3/21

Deposition Transcripts:

- Helfstein Deposition Transcript (1 volume)
 - o And Exhibits and Documents: HELF DEPO 0001 - 0296
- Saporiti Deposition Transcript (Vols. I & II)
 - o And Exhibits and documents - SAP DEPO 0001-0795

140 Supplement F. 6/10/10

4/25

NO

4/25

141 Dest's UI Supplies, Uninet Imaging & Nestor Saporiti's Supplement to Initial 16.1 Disclosure

4/25

NO

4/25

VAULT EXHIBIT FORM

CASE NO. A-09-587003

DEPT NO. XI

AND EDYTHE SEAVER FAMILY TRUST, IRA SEAVER,
CIRCLE CONSULTING CORPORATION

PLAINTIFFS,

UI SUPPLIES, UNINET IMAGING, INC., NESTOR SAPORITI

DEFENDANTS.

TRIAL DATE: MARCH 19, 2012

JUDGE: ELIZABETH GONZALEZ

CLERK: BILLIE JO CRAIG + LOANA SHEL

REPORTER: JILL HAWKINS

IRA SEAVER, in proper person, JEFF ALBREGTS, ESQ., for
Circle Consulting

COUNSEL FOR PLAINTIFF

MICHAEL B. LEE, ESQ. and GARY E. SCHNITZER, ESQ.

COUNSEL FOR DEFENDANT

DEFT EXHIBITS

OFFERED ADMITTED

#	Document	Date	OBJ	Date
201	Summit Operating Agreement (IS0000012 - 43)	3/19/12	N/A	3/19/12
202	Consulting & Non-Competition Agreement (Circle Consulting) (IS00000103 - 112)			
203	Freedman Letter dated September 19, 2007 (CCC 002691-93)			
204	Notice of Meeting of Members dated March 27, 2007 (CCC 00108 - 127)			
205	Agreement for Purchase and Sale of Assets (Asset Purchase Agreement) (SAP00001 - 227)			
206	Declaration of Ron Rosenberg			
207	Lewis Helfstein letter dated December 17, 2007 (CCC00165 - 67)			
208	Lewis Helfstein E-Mail dated May 2, 2008			
209	Lewis Helfstein E-Mail dated March 21, 2007 (SAP00904, 01595)			
210	Ira Seaver E-Mail dated March 28, 2007 (SAP00929, 01602)			
211	Ira Seaver E-Mail dated March 22, 2007 (SAP00906)			
212	Ira Seaver E-Mail dated March 23, 2007 (SAP 00909-10)			
213	Ira Seaver E-Mail dated March 26, 2007 (SAP00918-21)			
214	Ira Seaver E-Mail dated March 27, 2007 (SAP 00926-28)			
215	Ira Seaver E-Mail dated March 28, 2007 (SAP00934)			
216	Lewis Helfstein E-Mail dated March 27, 2007 (SAP00925, 01596)			
217	Lewis Helfstein E-Mail dated March 31, 2007 (SAP00947)			
218	Scott Mandelup E-Mail dated April 4, 2007 (SAP00963, 01646)			
219	Lewis Helfstein E-Mail dated March 31, 2007 (SAP00948, 01603-45)			
220	Nestor Saporiti E-Mail dated March 31, 2007 (SAP00538-59, 563)			
221	Ira Seaver E-Mail dated April 16, 2007 (SAP00300)			
222	Ira Seaver E-Mail dated April 27, 2007 (SAP00979)			
223	Ira Seaver E-Mail dated April 27, 2007 (SAP00979) May 10, 2007			
224	Ira Seaver E-Mail dated May 11, 2007 (SAP01002)			
225	Ira Seaver E-Mail dated July 29, 2007 (SAP01026)			
226	Ira Seaver E-Mail dated July 30, 2007 (SAP01030)			
227	Steven Hecht E-Mail dated February 6, 2008 (SAP01114)			
228	Ira Seaver E-Mail dated April 10, 2008 (SAP01135)			
229	Ira Seaver E-Mail dated October 19, 2009 (HELF00211-14)			
230	Ira Seaver E-Mail dated October 22, 2009 (HELF00206-09)			
231	Ira Seaver E-Mail dated October 31, 2009 (HELF00202-03)			
232	Ira Seaver E-Mail dated April 2, 2010 (HELF00166)			
233	Ira Seaver E-Mail dated May 18, 2010 (HELF00156-58)	3/19/12	N/A	3/19/12

#	Document	OFFERED		ADMITTED	
		Date	OBJ	Date	
234	Ira Seaver E-Mail dated October 18, 2009 (SAP00229-30)	3/19/12	N/A	3/19/12	
235	Ira Seaver E-Mail dated December 29, 2009 (SAP00614-21)				
236	Ira Seaver E-Mail dated January 27, 2009 (SAP00244)				
237	Ira Seaver E-Mail dated January 30, 2009 (SAP00243)				
238	Ira Seaver E-Mail dated February 2, 2009 (SAP00242)				
239	Ira Seaver E-Mail dated February 2, 2009 (SAP00240-41)				
240	Ira Seaver E-Mail dated February 13, 2009 (SAP00239)				
241	Ira Seaver E-Mail dated February 27, 2009 (SAP00237)				
242	Ira Seaver E-Mail dated February 27, 2009 (SAP00238)				
243	Ira Seaver E-Mail dated March 4, 2009 (SAP00236)				
244	Ira Seaver E-Mail dated March 24, 2009 (SAP00235)				
245	Ira Seaver E-Mail dated March 25, 2009 (SAP00234)				
246	Ira Seaver E-Mail dated March 26, 2009 (SAP00233)				
247	Ira Seaver E-Mail dated May 13, 2009 (SAP00232)				
248	Ira Seaver E-Mail dated August 22, 2009 (SAP00228)				
249	Ira Seaver E-Mail dated January 12, 2010 (SAP00638-41)				
250	Ira Seaver E-Mail dated January 12, 2010 (SAP00642-45)				
251	Ira Seaver E-Mail dated January 12, 2010 (SAP00646-48)				
252	Steven Hecht Declaration				
253	Steven Hecht Declaration - Exhibit A (SAP00849-00872)				
254	Steven Hecht Declaration - Exhibit B (SAP00878-01646)				
255	Steven Hecht Declaration - Exhibit C (CC00108-00109)				
256	Steven Hecht Declaration - Exhibit D (SAP 00979-01114)				
257	Steven Hecht Declaration - Exhibit E (SAP00973-01066)				
258	Steven Hecht Declaration - Exhibit F (SAP01446-01580)				
259	Helfstein Computer Shot	3/19/12	N/A	3/19/12	

260 Summit Technologies Catalog
261 Uninet Ltr.
262 Summit Technologies Ltr.

4/24 Obj 4/24

VAULT EXHIBIT FORM

CASE NO. A 640415

TRIAL DATE: 3/19/12

DEPT. NO. XI

JUDGE: ELIZABETH GONZALEZ

CLERK: TAMIE JO CRAIG

SEAFER FAMILY TRUST
PLAINTIFF__,

REPORTER: JILL HAWKINS

J. ALBRECHTS
COUNSEL FOR PLAINTIFF

M. LEE / G. SCHNITZER
COUNSEL FOR DEFENDANT

DEFENDANT_

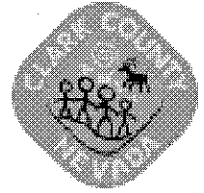
COUNSEL FOR DEFENDANT

CONFIDENTIAL EXHIBITS

[illegible]



EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE
NOTICE OF DEFICIENCY
ON APPEAL TO NEVADA SUPREME COURT



MICHAEL B. LEE, ESQ.
2000 S. EASTERN AVE.
LAS VEGAS, NV 89104

DATE: June 19, 2012
CASE: A587003

RE CASE: IRA AND EDYTHE SEAVER FAMILY TRUST; IRA SEAVER; CIRCLE CONSULTING CORPORATION vs. UI SUPPLIES; UI TECHNOLOGIES; UNINET IMAGING, INC.; NESTOR SAPORITI

NOTICE OF APPEAL FILED: June 15, 2012

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

- ☒ \$250 – Supreme Court Filing Fee
 - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)
- ☒ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)
 - NRAP 7: Bond For Costs On Appeal in Civil Cases
- ☐ Case Appeal Statement
 - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☐ Notice of Entry of Order

NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

“The district court clerk must file appellant’s notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. The district court clerk shall apprise appellant of the deficiencies in writing, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (e) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12.”

Please refer to Rule 3 for an explanation of any possible deficiencies.

Certification of Copy

State of Nevada }
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL TO THE SUPREME COURT FROM A JUDGMENT OF
A DISTRICT COURT; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES;
CIVIL COVER SHEET; FINDINGS OF FACT AND CONCLUSIONS OF LAW; NOTICE OF ENTRY
OF FINDINGS OF FACT AND CONCLUSIONS OF LAW; DISTRICT COURT MINUTES;
EXHIBITS LIST; NOTICE OF DEFICIENCY

IRA AND EDYTHE SEAVER FAMILY
TRUST; IRA SEAVER; CIRCLE
CONSULTING CORPORATION,

Plaintiff(s),

vs.

UI SUPPLIES; UI TECHNOLOGIES; UNINET
IMAGING, INC.; NESTOR SAPORITI,

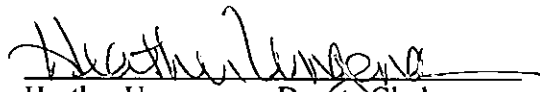
Defendant(s).

Case No: A587003
Dept No: XI

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 19 day of June 2012.

Steven D. Grierson, Clerk of the Court


Heather Ungermann, Deputy Clerk