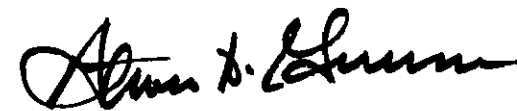


1 MTN
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mike@foleyoakes.com
6 *Attorneys for Lewis Helfstein, Madalyn*
Helfstein, Summit Laser Products, Inc.,
7 *Summit Technologies, LLC*



CLERK OF THE COURT

8 DISTRICT COURT

9 ***

CLARK COUNTY, NEVADA

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

13 Plaintiffs,

14 vs.

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

19 Defendants.

21 And Related Claims
22

Case No. A-09-587003

Dept. No. XI

**DEFENDANT'S MOTION FOR
DISQUALIFICATION OF JUDGE**

Date:

Time:

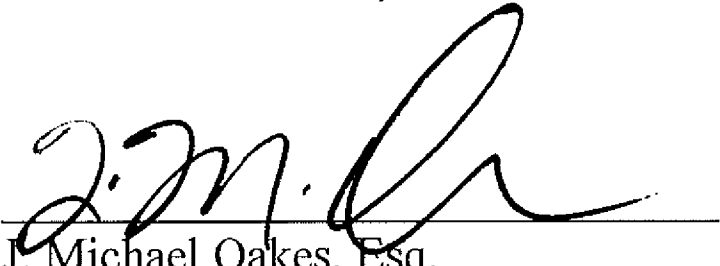
23 **DEFENDANT'S MOTION FOR DISQUALIFICATION OF JUDGE**

24 COMES NOW, Defendants Lewis Helfstein, Madalyn Helfstein, Summit Laser
25 Products, Inc., and Summit Technologies, LLC, ("Helfstein") by and through their attorneys J.
26 Michael Oakes of the firm of Foley & Oakes, PC, hereby moves to disqualify the Honorable
27 Judge Elizabeth Gonzalez from conducting further proceedings in this case.
28

1 This motion is made and based upon the pleadings and papers on file herein, the
2 Memorandum of Points and Authorities submitted herewith, and, specifically, the grounds that the
3 Court's impartiality toward Helfstein might reasonably be questioned, as a result of hearing
4 evidence in connection with the underlying trial of this case between the Plaintiff and the other
5 defendants.

6 DATED this 9th day of May, 2013.
7

8 FOLEY & OAKES, PC.

9
10 

11 J. Michael Oakes, Esq.

12 Nevada Bar No. 1999

13 850 East Bonneville Avenue

14 Las Vegas, Nevada 89101

15 (702) 384-2070

16 *Attorneys for Lewis Helfstein, Madalyn*

17 *Helfstein, Summit Laser Products, Inc.,*

18 *Summit Technologies, LLC*
19
20
21
22
23
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25
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28

1 NOTICE OF MOTION

2 TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN.

3 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the undersigned will
4 bring the following DEFENDANT'S MOTION FOR DISQUALIFICATION OF JUDGE on for
5 hearing before the above-entitled Court on the 13 day of June, 2013, at the hour
6 of In Chambers .m. of said date, in Department No. 9, or as soon thereafter as counsel can be
7 heard.
8

9 DATED this 7th day of May, 2013.

10 FOLEY & OAKES, PC

11 

12 J. Michael Oakes, Esq.

13 Nevada Bar No. 1999

14 850 East Bonneville Avenue

15 Las Vegas, Nevada 89101

16 (702) 384-2070

17 *Attorneys for Lewis Helfstein, Madalyn*

18 *Helfstein, Summit Laser Products, Inc.,*

19 *Summit Technologies, LLC*

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I.

3 INTRODUCTION

4
5 Plaintiff filed this action on April 3, 2009. Prior to filing a responsive pleading,
6 Helfstein settled with the Plaintiff. A settlement agreement was signed, and a notice of
7 voluntary dismissal was filed by the Plaintiff on November 23, 2009.

8 The other defendant, UI Supplies, Uninet Imaging, Inc., and Nestor Saporiti
9 (“Saporiti”), filed a third party complaint against Helfstein, in an attempt to bring him back into
10 the case. In response, Helfstein filed a motion to compel arbitration in New York of the third
11 party dispute, based on a contract that required it. The Honorable Judge Elizabeth Gonzalez
12 (hereafter, the “Court”) denied the motion, and Helfstein’s motion for a stay pending appeal, but
13 following a writ of mandamus to the Nevada Supreme Court, the Court’s decision was reversed,
14 and the third party complaint was dismissed. At that point, Helfstein was out of the case.

15 The Plaintiff continued with its case against the other defendant, Saporiti. There were
16 countless motion and countermotions, and a trial was held in April and May of 2012. Findings
17 of fact and conclusions of law were entered on or about May 18, 2012.

18 Although the docket in this case is now up to 17 pages, Helfstein’s involvement, as a
19 party to the case, was limited to that which is described above. They settled with the Plaintiff
20 and the Third-Party Complaint was dismissed due to the arbitration and venue clauses in the
21 contract. A copy of the docket is attached as Exhibit “A”.

22 Following the trial, on or about March 28, 2013 (40 months after the settlement and
23 notice of voluntary dismissal, and 10 months after the trial), Plaintiff filed a motion to set aside
24 its notice of voluntary dismissal and the settlement with Helfstein.

25 At the initial hearing of the motion to set aside the settlement on April 25, 2013, the
26 Court made a number of disturbing comments, which demonstrated that the Court was not
27 impartial as to Helfstein, and had, in fact, developed a bias against him, based upon proceedings

1 that had occurred in the case at a time when Helfstein was not a party, but merely a witness. A
2 copy of the Hearing Transcript, filed on May 2, 2013, is attached as Exhibit "B".

3 Since the Plaintiff now seeks to reopen the case as against Helfstein, by first setting
4 aside the voluntary dismissal and settlement, and then, if successful, proceeding to trial against
5 Helfstein on the claims that were dismissed 40 months ago, Helfstein should not be required to
6 defend those claims on an uneven playing field. These important determinations should be made
7 by a court or jury that is impartial and unbiased.

8 By way of analogy, if the trial between the other parties to this case had been conducted
9 in front of a jury, it is beyond question that all of those jurors would be precluded from serving on
10 a jury deciding claims made against individuals or entities that appeared before them solely as a
11 witness. Their hearing of all of the arguments and evidence, with one or both of the existing
12 parties pointing directly at the "empty chair," i.e., Helfstein, would prevent them from being
13 impartial and unbiased in any subsequent proceedings against that empty chair. That same
14 analysis holds true here. The Court, through its comments, has shown that the Court's
15 impartiality might reasonably be questioned.

16 Since the Court's impartiality as to Helfstein "might reasonably be questioned," this case
17 should be assigned to a different department.¹

18 II.

19 Statement of Facts

20
21 To understand the context of this motion, it is important for this court to be aware of
22 some of the lengthy history. Helfstein's position concerning the motion to rescind settlement is
23 described in its opposition to the motion, which is attached hereto as Exhibit "D" for ease of
24 reference. To repeat some of the important history:

25
26
27 ¹ In order to ensure compliance with the rules relating to this sort of motion, Helfstein's counsel is
28 submitting an affidavit, attached as Exhibit "C", setting forth the reasons for this motion, which are based
upon the Hearing Transcript, as well as certifying that this motion is filed in good faith and is not being
interposed for delay.

1 On April 3, 2009, Plaintiff filed the Complaint herein. It alleged that Helfstein had
2 manipulated the books and records of the company in which Plaintiff was a member, breached
3 the operating agreement of the company, engaged in self-dealing, acted with malice,
4 intentionally exploited company assets for their own benefit, breached their fiduciary
5 obligations, and, demanded an accounting.

6 On or about November 20, 2009, before filing a responsive pleading, the Helfstein
7 parties concluded a Settlement Agreement with the Plaintiffs and paid the \$60,000 settlement
8 payment.

9 The Settlement Agreement contained provisions for a broad general release of all
10 claims, for the exclusion of any oral promises, and for negating any claim that either party was
11 relying upon any statement or representation of the other. The release specifically related to
12 claims that had been brought or those that could have been brought. Highlights of these
13 provisions include the following:
14

15 The parties “hereby expressly release each other in this matter as
16 well as their respective attorneys, agents, employees, principals,
17 assignees, assignors, successors, and/or heirs from any and all
18 liability, obligations, debts, claims, demands and lawsuits of any
19 kind or nature whatsoever and, to that end, hereby acknowledge,
20 represent and warrant that this mutual release is accepted in full
21 compromise settlement and satisfaction of, and as sole
22 consideration for the final release and discharge of all claims,
actions, debts, obligations and demands whatsoever **that now
exist or may hereafter occur which have been asserted or
could have been asserted by the undersigned in that lawsuit
pending between these parties...**”

23 It also stated:

24 “the execution of this Mutual Release, in conjunction or
25 contemporaneously with the dismissal of Case A8587003 (sic)
26 with prejudice, extinguishes any and all claims and/or defenses
27 that have been asserted or may have been asserted in the
aforescribed litigation or under aforescribed contracts by them
and, accordingly, **this mutual release and the dismissal of said
legal action with prejudice shall be and hereby are subject to**

1 the principles and doctrines of res judicata and/or collateral
2 estoppel.”

3 It also stated:

4 **“That this Agreement is the entire, complete sole and only**
5 **understanding and agreement of, by and between the**
6 **undersigned releases,** pertaining to the subject matter expressed
7 herein and there are no independent, collateral, different,
8 additional, or other outstanding agreements, oral or written, or
9 obligations to be performed, things to be done, or payments to be
10 made; and further, no promise, inducement or consideration other
11 than the execution of this release. This release is accepted in full
12 compromise, settlement, and satisfaction of, and as sole
13 consideration for, the final release and discharge of all actions,
14 claims, debts, obligations and demands at issue in said lawsuit.”

15 It also stated:

16 **“That this Agreement was carefully read in its entirety by the**
17 undersigned and is understood and known to be a full and final
18 compromise, settlement, release, accord, and satisfaction and
19 discharge of all claims, actions and causes of action and suits, as
20 state (sic) above and that **this document is signed and executed**
21 **voluntarily without reliance upon any statement or**
22 **representation of or by any party, or any of their**
23 **representatives, agents, employees or affiliated entities.”**

24 On November 23, 2009, Plaintiffs filed a “Notice of Voluntary Dismissal of the Summit
25 Defendants.” Although the Settlement Agreement said that the dismissal was to be with
26 prejudice, the Notice of Voluntary Dismissal filed by counsel for the Plaintiffs did not so state.

27 On February 19, 2010, triggered by Uninet’s filing of a crossclaim against the Helfstein
28 parties on January 19, 2010, the Plaintiffs filed a motion for good faith settlement. In the
29 motion, the Plaintiffs’ counsel explained that:

30 **“After protracted negotiations, a settlement in the amount of**
31 **\$60,000, to be paid by the Summit Defendants to Plaintiffs, was**
32 **reached. This amount represents a good faith, fair, negotiated**
33 **settlement to the contested claims. First, the Summit Defendants**
34 **had no insurance coverage for these claims, and their ability to**
35 **finance long and protracted litigation was questionable. Further,**
36 **there was the possibility that, after costly litigation, even if a much**
37 **larger judgment was awarded, such a judgment would not be**

1 collectible. Thus, after months of settlement negotiations, a fair
2 compromise in the amount of \$60,000 was reached.”

3 The moving papers explained further that:

4 In this case, the proposed settlement of sixty thousand dollars
5 (\$60,000) is substantial and represents a fair account of the
6 Summit Defendants’ potential liability, the ability of such amounts
7 to be collected, and the risks and costs of litigation. The settlement
8 was reached after months of extensive negotiations between the
9 parties See Exhibit “C”. Plaintiffs and the settling defendants were
10 afforded a full and adequate opportunity to review and evaluate the
11 nature of the allegations and the potential defenses.”

12 The motion included the declaration of counsel for the Plaintiffs, Jeffrey R.
13 Albregts, where he stated under penalty of perjury:

14 “2. In early 2009, on behalf of the Plaintiffs, settlement
15 negotiations were initiated with Defendants Lewis Helfstein,
16 Madalyn Helfstein, Summit Laser Products, Inc. and Summit
17 Technologies, LLC (collectively the “Summit Defendants”).

18 3. These settlement negotiations continued for approximately 10
19 months, during which time the strengths and weaknesses of our
20 case were thoroughly considered.

21 4. Over the course of those 10 months, before reaching a
22 settlement of \$60,000.00, multiple rounds of offers and counter-
23 offers were made between these parties.”

24 On March 25, 2010, the motion for approval of the settlement as being in good faith was
25 vacated, and, as a result, the Court never ruled on the settlement, and the claims for contribution
26 and indemnity by the other defendants were not precluded.

27 On May 27, 2010, Plaintiffs’ lawyer wrote to Helfstein’s lawyer, stating “if you are
28 going to preserve this settlement with Mr. Seaver as well as resolve this dispute with Mr.
Saporiti once and for all as well as globally, Mr. Helfstein needs to do the right thing and
provide an amended declaration that states what these parties intended to do all along, which is
precisely what the above sentence says.”

1 On June 24, 2010, Plaintiffs' lawyer sent an email to Helfstein's lawyer stating "this
2 case is going to trial over the K at issue here B/C of his shenanigans with it, and based on his
3 last declaration. So, we may not have a settlement with him after all, and no he can't have the
4 money back, at least not right now."

5 Almost seven months later, (and 14 months after the dismissal of Helfstein from the
6 case), on January 20, 2011, Plaintiff filed its Notice of Rescission of Helfstein Settlement, while
7 retaining the \$60,000 settlement payment.
8

9 In March and April of 2012, the trial of the matter between the Plaintiffs and the Saporiti
10 Defendants was conducted.

11 On or about March 25, 2013, almost a full year after the trial, Plaintiff filed a motion to
12 rescind its settlement agreement with Helfstein.

13 **III.**

14 **HIGHLIGHTS FROM THE TRANSCRIPT**

15 The following are important excerpts from the hearing Transcript, which show that the
16 Court's impartiality "might reasonably be questioned." Some of the key statements are
17 highlighted in bold:
18

19 Page 5-7:

20 MR. OAKES: Gives them more time, but is also imposes a much more stringent
21 standard that is nowhere close to anything that happened in this case. According to - -

22 THE COURT: **Unfortunately, you weren't here for the trial where your client**
23 **testified and lots of unusual things occurred.**
24

25 MR. OAKES: I've read the findings, Your Honor, and I understand you made
26 credibility determinations concerning my client that were not favorable to him. And I think that
27 goes, frankly, to the prejudice of having this motion heard by this Court. And by no means am I
28 suggesting any denigration of Your Honor - -

1 THE COURT: Oh, I understand, Mr. Oakes.

2 MR. OAKES: - - But my client was not represented by counsel in any of the discovery,
3 initiated no discovery, took no depositions, participated in no - -

4 THE COURT: But he was represented by counsel. You were his lawyer. It's just
5 because of the ruling you had from the Nevada Supreme Court you did not participate in the
6 litigation.

7 MR. OAKES: Yeah. He was dismissed.

8 THE COURT: But he was represented by counsel. I mean, he had counsel.

9 MR. OAKES: Well, he had counsel.

10 THE COURT: Plus he's trained as an attorney.

11 MR. OAKES: Your Honor, initiated no discovery because not a party to the case, was
12 dismissed from the plaintiff's claim, and the third-party claim was dismissed and stayed. He
13 was not participating as a party through any of the discovery, did not send any interrogatories or
14 written requests, did not obtain an expert to respond to any of their expert allegations.

15 What they're asking you to do here is, since you've already tried the case and made
16 negative findings against my client as a witness at the time, to take those and somehow apply
17 those in a res judicata manner or some quasi res judicata matter when he wasn't a party to the
18 case, he was dismissed.

19 Page 10 -12:

20 THE COURT: Well, some of the things they said in court was that Mr. Helfstein was
21 nor cooperating in accordance with the terms of the settlement agreement. That was one of the
22 other things they said, and that he wasn't providing the information that he had agreed to
23 provide. **So there were a lot of issues related to Mr. Helfstein during the course of the**
24 **litigation. And I was disappointed that the Supreme Court decided to essentially say, you**

1 didn't have to be part of the litigation, which is why we are currently in this position. If
2 you'd been here on the third-party complaint, we wouldn't be in this position, Mr. Oakes.

3 MR. OAKES: Your Honor, I'm hard pressed to concede that I made an error by trying
4 to invoke an arbitration and forum - - choice of venue clause.

5 THE COURT: I understand what you are saying.

6 MR. OAKES: And I'm also - -

7
8 THE COURT: **But the long-term consequences of that are that you weren't in the**
9 **litigation when issues related to your client - -**

10 MR. OAKES: My client settled, Your Honor. He was out of the case. He had a
11 document that says, the settlement agreement would be given res judicata and collateral
12 estoppel effect.

13 THE COURT: Mr. Oakes, he was a third-party defendant. And while it may be that the
14 arbitration provision was enforceable and your client tried - - chose to invoke that provision,
15 because you had duplicative forums of litigation occurring - - and I don't know what happened
16 between the Uninet defendants and your client on the third-party complaint, but because you
17 had duplicative forums, you the potential for conflicting rulings. Which is the situation we were
18 ultimately placed in here and which was why I had a motion to amend the findings of fact and
19 conclusions of law that was filed I think by Mr. Silvestri - - no, by Mr. Lee.

20
21 MR. OAKES: There's no conflicting ruling relative to my client, Your Honor. You
22 found against the Uninet defendants, as you had every right to do. Cases get tried against one
23 defendant when another gets let out all of the time. What would be fundamentally unfair to my
24 client - -

25
26 THE COURT: Has your client resolved their claims against the Uninet defendants?

27 ///

28 ///

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IV.

LEGAL ARGUMENT

The Hearing Transcript reveals that the Court's impartiality might reasonably be questioned. That hearing was the first hearing Helfstein had appeared in, as a party, since having its Motion for Stay Pending Appeal denied. Key examples include: Page 5, Lines 17-19 of the Hearing Transcript: "Unfortunately, you weren't here for the trial where your client testified and lots of unusual things occurred." Page 10, Line 24 to Page 11, Line 5: "So there were a lot of issues related to Mr. Helfstein during the course of the litigation. And I was disappointed that the Supreme Court decided to essentially say, you didn't have to be part of the litigation, which is why we are currently in this position. If you'd been here on the third-party complaint, we wouldn't be in this position, Mr. Oakes..." Page 11, Lines 11 – 13: "But the long-term consequences of that are that you weren't in the litigation when issues related to your client..."

These quotes demonstrate that although Helfstein was not even a party to the prior proceedings, which included 17 pages of docket entries and a full trial on the merits between the parties remaining in the case, the Court has formed strong opinions about Helfstein, and is unable to disregard them. This is not to cast aspersions towards the Court, since in this case, like many cases where there is an "empty chair" at trial, the remaining parties had very little "nice" to say about the "empty chair".

However, now that Plaintiff is seeking to undo its settlement with Helfstein, it is entirely unfair to require Helfstein to litigate the potential claims against them on what is now an uneven playing field. No juror from the prior case would be permitted to hear these claims, and, now that the Court has demonstrated its predilections based upon Helfstein's role in the case as a non-party, the Court should not hear it either.

1 The rules relating to disqualification are found in NRS 1.235 and in the Nevada Code of
2 Judicial Conduct ("NCJC"), particularly Canon 2. These rules, and the case law interpreting
3 them, state that this motion should be heard by a different judge, and the current judge may
4 transfer the case to another department or file an affidavit in opposition. **It is certainly**
5 **Helfstein's desire that the Court will do the former, recognizing that none of the**
6 **arguments made herein are intended to disparage the Court, but arise merely due to the**
7 **unique situation in this case, where the Plaintiff seeks to unwind its settlement and**
8 **dismissal of a previously dismissed party, after the full trial on the merits has taken place**
9 **between the Plaintiff and the other defendants.**

11 NRS 1.235 provides, in pertinent part:

12 **NRS 1.235 Procedure for disqualifying judges other than**
13 **Supreme Court justices.**

14 1. Any party to an action or proceeding pending in any court
15 other than the Supreme Court, who seeks to disqualify a judge for
16 actual or implied bias or prejudice must file an affidavit
17 specifying the facts upon which the disqualification is sought. The
18 affidavit of a party represented by an attorney must be
19 accompanied by a certificate of the attorney of record that the
20 affidavit is filed in good faith and not interposed for delay. Except
21 as otherwise provided in subsections 2 and 3, the affidavit must be
22 filed:

23 (a) Not less than 20 days before the date set for trial or
24 hearing of the case; or

25 (b) Not less than 3 days before the date set for the hearing of
26 any pretrial matter...

27 4. At the time the affidavit is filed, a copy must be served
28 upon the judge sought to be disqualified. Service must be made by
delivering the copy to the judge personally or by leaving it at the
judge's chambers with some person of suitable age and discretion
employed therein.

5. The judge against whom an affidavit alleging bias or
prejudice is filed shall proceed no further with the matter and
shall:

(a) Immediately transfer the case to another department of the
court, if there is more than one department of the court in the
district, or request the judge of another district court to preside at
the trial or hearing of the matter; or

(b) File a written answer with the clerk of the court within 5
judicial days after the affidavit is filed, admitting or denying any

1 or all of the allegations contained in the affidavit and setting forth
2 any additional facts which bear on the question of the judge's
3 disqualification. The question of the judge's disqualification must
thereupon be heard and determined by another judge agreed upon
by the parties or, if they are unable to agree, by a judge appointed:

4 (1) By the presiding judge of the judicial district in
judicial districts having more than one judge, or if the presiding
5 judge of the judicial district is sought to be disqualified, by the
judge having the greatest number of years of service.

6 (2) By the Supreme Court in judicial districts having only
7 one judge.

8 Canon 2 of the NCJC provides that "A judge shall perform the duties of judicial office
9 impartially, competently, and diligently." Rule 2.11 under Canon 2, and the comments
10 concerning that rule provide, in pertinent part, as follows:

11 **"Rule 2.11. Disqualification.**

12 (A) A judge shall disqualify himself or herself in any
13 proceeding in which the judge's impartiality might reasonably be
questioned, including but not limited to the following
circumstances:

14 (1) The judge has a personal bias or prejudice concerning a
15 party or a party's lawyer, or personal knowledge of facts that are
in dispute in the proceeding...

16 **COMMENT**

17 [1] Under this Rule, a judge is disqualified whenever the
18 judge's impartiality might reasonably be questioned, regardless of
19 whether any of the specific provisions of paragraphs (A)(1)
through (6) apply."

20 Although the procedure for a motion under NCJC is not fully set forth, the case
21 of Towbin Dodge v. Eighth Judicial District Court, 112 P.3d 1063, 121 Nev. 251 (Nev. 2005),
22 held that motions under the Canons set forth in the NCJC are conducted as follows:

23 "We conclude that the federal procedure provides a convenient
24 method for enforcing Canon 3E in situations when NRS 1.235
25 does not apply. Thus, if new grounds for a judge's disqualification
26 are discovered after the time limits in NRS 1.235(1) have passed,
then a party may file a motion to disqualify based on Canon 3E as
27 soon as possible after becoming aware of the new information. The
motion must set forth facts and reasons sufficient to cause a
28 reasonable person to question the judge's impartiality, and the
challenged judge **may** contradict the motion's allegations. We

1 deviate from federal practice in one respect, however. While the
2 federal procedure permits the challenged judge to hear the motion,
3 we share the concerns identified by some federal courts when the
4 challenged judge decides the motion. Thus, the motion must be
5 referred to another judge.”

6 Thus, in response to this motion, the Court may refer this case to another department, or
7 it may oppose the motion by filing an affidavit. In the latter event, the motion is to be heard by a
8 different judge, and the test is whether the Court’s “impartiality might reasonably be
9 questioned.” Helfstein asserts that the answer to this question is not difficult. No one would
10 want to be in a position of having to litigate their claims before a court that has formed opinions
11 about them as a result of a trial between other parties. Fairness dictates that Plaintiff’s belated
12 attempt to litigate claims against Helfstein be heard by a different judge.

13 DATED this ____ day of May, 2013.

14 Respectfully submitted,

15 FOLEY & OAKES, PC.

16
17
18
19
20 J. Michael Oakes, Esq.
21 Nevada Bar No. 1999
22 850 East Bonneville Avenue
23 Las Vegas, Nevada 89101
24 (702) 384-2070
25 *Attorneys for Lewis Helfstein, Madalyn*
26 *Helfstein, Summit Laser Products, Inc.,*
27 *Summit Technologies, LLC*
28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Foley & Oakes, PC,
3 and that on the 9th day of May, 2013, I served the following document(s):

4 **DEFENDANT'S MOTION FOR DISQUALIFICATION OF JUDGE**

5 I served the above-named document(s) by the following means to the persons as listed
6 below:

7
8 [x] **By United States Mail**, postage fully prepaid to person(s) and addresses as
9 follows:

10 Ira Seaver
11 Ira and Edythe Seaver Family Trust
12 Circle Consulting Corporation
13 2407 Ping Drive
14 Henderson, NV 89074
15 *In Proper Person*

Jeffrey Albregts, Esq.
Cotton, Driggs, Walch
Holley, Woloson & Thompson
400 South 4th Street, Third Floor
Las Vegas, NV 89101

16 Michael Lee, Esq.
17 Law Office of Michael B. Lee
18 2000 South Eastern Avenue
19 Las Vegas, Nevada 89104
20 *Attorneys for Defendants*

Gary E. Schnitzer, Esq,
Kravitz, Schnitzer, Sloane & Johnson
8985 S. Eastern Avenue, Suite 200
Las Vegas, NV 89123
Attorneys for Defendants

21 Michael Lee, Esq.
22 Seth T. Floyd, Esq.
23 McDonald Carano Wilson LLP
24 2300 West Sahara Avenue, Suite 1000
25 Las Vegas, NV 89102
26 *Attorneys for Defendants*

27 I declare under the penalty of perjury that the foregoing is true and correct.

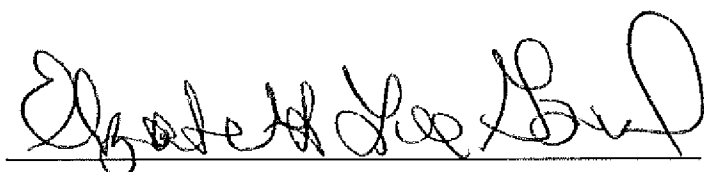
28

An employee of FOLEY & OAKES, PC

CERTIFICATE OF HAND DELIVERY

I hereby certify that on this day of 9th May, 2013 I personally delivered a copy of the
DEFENDANT'S MOTION FOR DISQUALIFICATION OF JUDGE to Honorable Judge
Elizabeth Gonzalez's inbox to the address listed as follows:

Honorable Judge Elizabeth Gonzalez
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155



An Employee of Foley & Oakes, PC

EXHIBIT “A”

EXHIBIT “A”

[Skip to Main Content](#) [Logout](#) [My Account](#) [Search Menu](#) [New District Civil/Criminal Search](#) [Refine Search](#) [Back](#) Location : District Court Civil/Criminal [Help](#)

REGISTER OF ACTIONS

CASE No. 09A587003

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

§
§
§
§
§
§
§
§

Case Type: **Business Court**
Date Filed: **04/03/2009**
Location: **Department 11**
Conversion Case Number: **A587003**
Supreme Court No.: **56383**
61090

PARTY INFORMATION

Lead Attorneys

Counter
Claimant Saporiti, Nestor

Gary Schnitzer
Retained
702-222-4149(W)

Counter
Claimant UI Supplies

Gary Schnitzer
Retained
702-222-4149(W)

Counter
Claimant Uninet Imaging Inc

Gary Schnitzer
Retained
702-222-4149(W)

Counter
Defendant Circle Consulting Corporation

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

Counter
Defendant IRA and Edythe Seaver Family Trust

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

Counter
Defendant IRA Seaver

Pro Se

Defendant Saporiti, Nestor

Michael B. Lee
Retained
702-477-7030(W)

Defendant UI Supplies

Michael B. Lee
Retained
702-477-7030(W)

Defendant UI Technologies

Michael B. Lee
Retained

EVENTS & ORDERS OF THE COURT

DISPOSITIONS

- 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
- 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)
Judgment: 05/09/2011, Docketed: 05/17/2011
- 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
- 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
- 09/12/2012 **Amended Judgment** (Judicial Officer: Gonzalez, Elizabeth) Reason: Amended
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: 09/12/2012, Docketed: 05/30/2012
Total Judgment: 565,597.44
Comment: Certain Claims
- 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

OTHER EVENTS AND HEARINGS

- 04/03/2009 **Complaint**
COMPLAINT FILED Fee \$151.00
09A5870030001.tif pages
- 04/03/2009 **Initial Appearance Fee Disclosure**
INITIAL APPEARANCE FEE DISCLOSURE
09A5870030002.tif pages
- 05/21/2009 **Request to Transfer to Business Court**
Request for Transfer to Business Court
- 05/22/2009 **Notice of Department Reassignment**
- 06/15/2009 **Declaration**
Declaration of Non-Service
- 06/15/2009 **Declaration**
Declaration of Non-Service
- 06/18/2009 **Summons**
Summons
- 06/25/2009 **Notice**
Notice of Association
- 06/25/2009 **Demand for Jury Trial**
Demand for Jury Trial
- 06/26/2009 **Summons**
Summons
- 06/26/2009 **Summons**
Summons
- 06/26/2009 **Summons**
Summons
- 06/26/2009 **Summons**
Summons
- 06/26/2009 **Summons**
Summons
- 07/02/2009 **Initial Appearance Fee Disclosure**
- 07/02/2009 **Motion to Dismiss**
(Vacated 08-20-2009)
- 07/20/2009 **Opposition to Motion to Dismiss**
Plaintiffs' Opposition to Motion to Dismiss
- 07/30/2009 **Reply to Opposition**
Reply to Plaintiffs Opposition to Motion to Dismiss
- 08/04/2009 **Motion to Dismiss (9:00 AM)** (Judicial Officer: Gonzalez, Elizabeth)
Defts UI Supplies, Uninet Imaging and Nestor Saporiti's Motion to Dismiss
Parties Present

Minutes
 Result: Vacate
 08/20/2009 **Order Vacating**
Order Vacating Motion to Dismiss
 08/21/2009 **Notice of Entry of Order**
Pliff's Notice of Entry of Order Vacating Motion to Dismiss
 09/09/2009 **Motion to Dismiss**
Motion to Dismiss, or in the Alternative, Motion for Dismissal of Breach of Circle Consulting Contract Claim
 09/09/2009 **Three Day Notice of Intent to Default**
Plaintiffs Three Day Notice of Intent to Default
 09/11/2009 **Notice of Hearing**
Notice of Hearing on Motion to Dismiss, or in the alternative, Motion for Dismissal of Breach of Circle Consulting Contract Claim
 10/08/2009 **Opposition**
Opposition to Countermotion for Early Discovery
 10/08/2009 **Reply to Opposition**
Reply to Plaintiffs' Opposition to Motion to Dismiss
 10/09/2009 **Reply**
Plaintiffs' Reply to Countermotion for Early Discovery
 10/15/2009 **Motion to Dismiss** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
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
 10/15/2009 **Opposition and Countermotion**
Plaintiffs Opposition to Motion To Dismiss and Countermotion for Early Discovery
 10/15/2009 **Opposition and Countermotion** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Plaintiffs Opposition to Motion To Dismiss and Countermotion for Early Discovery
 10/15/2009 **All Pending Motions** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
All Pending Motions (10/15/09)
 Parties Present
 Minutes
 Result: Denied
 10/16/2009 **Business Court Order**
Mandatory Rule 16 Conference
 10/22/2009 **Order Denying Motion**
Order Denying Defendants' Motion to Dismiss, or in the Alternative, Motion for Dismissal of Breach of Circle Consulting Contract Claim
 10/22/2009 **Order Denying**
Order Denying Plaintiffs' Countermotion for Early Discovery
 10/22/2009 **Notice of Entry of Order**
Notice of Entry of Order Denying Plaintiffs' Countermotion for Early Discovery
 10/22/2009 **Notice of Entry of Order**
Notice of Entry of Order Denying Defendants' Motion to Dismiss, or in the Alternative, Motion for Dismissal of Breach of Circle Consulting Contract Claim
 10/23/2009 **Answer**
Defendant UI Supplies Uninet Imaging and Nestor Saporiti's Answer and Counterclaim to Complaint
 11/04/2009 **Notice of Early Case Conference**
Notice of NRCF 16.1 Early Case Conference
 11/13/2009 **Mandatory Rule 16 Conference** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
 Parties Present
 Minutes
 12/04/2009 Reset by Court to 11/13/2009
 Result: Matter Heard
 11/13/2009 **Business Court Order**
Business Court Scheduling and Trial Setting Order
 11/16/2009 **Motion to Dismiss**
Motion to Dismiss Counterclaims for Deceptive Trade Practices and Misappropriation of Trade Secrets and Motion for More Definite Statement
 11/18/2009 **Notice of Hearing**
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**
Notice of Voluntary Dismissal of Defendants Lewis Helfstein, Madalyn Helfstein, Summit Laser Products, Inc. and Summit Technologies, LLC Only
 12/01/2009 **Notice of Deposition**
 12/07/2009 **Joint Case Conference Report**
 01/07/2010 **Motion to Dismiss** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Pliffs/CounterDefts' Motion to Dismiss Counterclaims for Deceptive Trade Practices and Misappropriation of Trade Secrets and Motion for More Definite Statement
 12/22/2009 Reset by Court to 01/07/2010
 01/08/2010 **Stipulation and Order**
Stipulation and Order to Amend Plaintiff's First Amended Complaint
 01/11/2010 **Motion for Protective Order**
Motion for a Protective Order For Depositions on an Order Shortening Time
 01/11/2010 **Opposition to Motion For Protective Order**
Plaintiffs' Opposition to Motion for Protective Order
 01/11/2010 **Notice of Entry**
Notice of entry of Stipulation and Order to Amend Plaintiff's First Amended Complaint
 01/12/2010 **Motion for Protective Order** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Motion for a Protective Order For Depositions on an Order Shortening Time
 Parties Present
 Minutes
 Result: Denied in Part
 01/19/2010 **Answer**
Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's first Amended Answer to Complaint, Counterclaim, And Cross Claim

01/22/2010 **Order**
Order Regarding Motion for Protective Order on Order Shortening Time

01/25/2010 **Notice of Entry of Order**
Notice of Entry of Order Regarding Motion for Protective Order on Order Shortening Time

02/04/2010 **Reply to Counterclaim**
Reply to Amended Counterclaim

02/17/2010 **Application for Issuance of Commission to Take Deposition**
Application for Issuance of Commission to Take Depositions Outside the State of Nevada

02/19/2010 **Commission to Take Deposition Outside the State of Nevada**
Commission to Take Foreign Deposition

02/19/2010 **Commission to Take Deposition Outside the State of Nevada**
Commission to Take Foreign Deposition

02/19/2010 **Motion for Determination of Good Faith Settlement**
Plaintiffs' Motion for Determination of Good Faith Settlement

02/26/2010 **Application for Issuance of Commission to Take Deposition**
Application for Issuance of Commission to Take Depositions Outside the State of Nevada

03/02/2010 **Commission to Take Deposition Outside the State of Nevada**
Commission To Take Foreign Deposition

03/08/2010 **Opposition to Motion**
Defendants UI Supplies, Uninet Imaging and Nestor Saportli's Opposition to Plaintiff's Motion for Determination of Good Faith Settlement

03/10/2010 **Motion to Bifurcate**
Defendant/Counter-Claimant Uninet Imaging Motion to Bifurcate Case Into Liability and Damages or, in the Alternative, Motion for Protective Order

03/10/2010 **Motion to Associate Counsel**
Motion To Associate Out-Of-State Counsel

03/10/2010 **Certificate of Mailing**
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

03/10/2010 **Summons**
Summons

03/11/2010 **Receipt of Copy**
Receipt of Copy

03/25/2010 **CANCELED Motion for Good Faith Settlement (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)**
Vacated - per Law Clerk

04/09/2010 **Settlement Conference (10:30 AM) (Judicial Officer Delaney, Kathleen E.)**
Parties Present
Minutes
 Result: Not Settled

04/15/2010 **Motion to Associate Counsel (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)**
Plaintiff's Motion to Associate Counsel (Robert M. Freedman, Esq.)
Parties Present
Minutes
 03/18/2010 Reset by Court to 04/15/2010
 Result: Granted

04/15/2010 **Order Admitting to Practice**
Order Admitting to Practice

04/16/2010 **Notice of Intent to take Default**
Cross-Claimants' Three-Day Notice of Intent to Take Default of Cross-Defendants, Lewis Helfstein, Madalyn Helfstein, Summit Laser Products, Inc., Summit Technologies, LLC

04/16/2010 **Notice of Entry of Order**
Notice of Entry of Order

04/16/2010 **Opposition to Motion**
Plaintiffs' Opposition to Motion to Bifurcate Case Into Liability and Damages or, in the Alternative, Motion for Protective Order and Countermotion to Compel

04/20/2010 **Initial Appearance Fee Disclosure**
Cross-Defendants Lewis Helfstein, Madalyn Helfstein, Summit Laser Products, Inc. and Summit Technologies, LLC's Initial Appearance and Fee Disclosure

04/20/2010 **Motion to Stay**
Cross-Defendants Lewis Helfstein, Madalyn Helfstein, Summit Laser Products, Inc., and Summit Technologies, LLC's Motion for Stay or Dismissal and to Compel Arbitration

04/21/2010 **Reply to Opposition**
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

04/22/2010 **Notice of Non Opposition**
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

04/22/2010 **Notice of Motion**
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

04/23/2010 **Affidavit**
Affidavit of Lewis Helfstein

04/29/2010 **Motion to Bifurcate (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)**
 04/29/2010, 05/20/2010, 05/26/2010, 05/28/2010, 06/04/2010, 06/18/2010
Defendant/Counter-Claimant Uninet Imaging Motion to Bifurcate Case Into Liability and Damages or, in the Alternative, Motion for Protective Order
Minutes
 04/16/2010 Reset by Court to 04/29/2010
 05/13/2010 Reset by Court to 05/20/2010
 Result: Matter Continued

04/29/2010 **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
 Plaintiffs' Opposition to Motion to Bifurcate Case into Liability and Damages or in the Alternative Motion for Protective Order and Counter-motion to Compel
Minutes
 05/13/2010 Reset by Court to 05/20/2010

04/29/2010 Result: Continued
 All Pending Motions (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Parties Present
Minutes

05/08/2010 Result: Continued
 Opposition to Motion
 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

05/13/2010 Motion for Partial Summary Judgment
 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

05/13/2010 Request for Judicial Notice
 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

05/17/2010 Errata
 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

05/17/2010 Reply
 Cross-Defendants, Lewis Helfstein, Madalyn Helfstein, Summit Laser Products, Inc., and Summit Technologies, LLC's Reply Brief on Motion for Stay or Dismissal and to Compel Arbitration

05/20/2010 All Pending Motions (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
 All Pending Motions (05/20/10)
Parties Present
Minutes
 Result: Matter Heard

05/20/2010 Opposition
 Plaintiffs' Opposition to Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Counter-motion to Stay or Dismiss

05/25/2010 Motion to Stay (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
 Cross-Defendants Lewis Helfstein, Madalyn Helfstein, Summit Laser Products, Inc., and Summit Technologies, LLC's Motion for Stay or Dismissal and to Compel Arbitration
 Result: Denied

05/25/2010 All Pending Motions (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
 All Pending Motions (05/25/10)
Parties Present
Minutes
 Result: Matter Heard

05/26/2010 Transcript of Proceedings
 Transcript of Proceedings Hearing on Motions

05/28/2010 All Pending Motions (3:00 AM) (Judicial Officer Gonzalez, Elizabeth)
 All Pending Motions (05/28/10)
Minutes
 Result: Matter Continued

06/01/2010 Opposition
 Defendants UI Supplies, UniNet Imaging and Nestor Saporiti's Opposition to Plaintiffs' Request for Judicial Notice

06/01/2010 Opposition and Counter-motion
 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

06/04/2010 All Pending Motions (3:00 AM) (Judicial Officer Gonzalez, Elizabeth)
 All Pending Motions (06/04/10)
Minutes
 Result: Matter Heard

06/08/2010 Reply to Opposition
 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

06/08/2010 Reply to Opposition
 Plaintiffs' Reply to Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Opposition to Plaintiffs' Request for Judicial Notice

06/09/2010 Status Check (2:00 PM) (Judicial Officer Gonzalez, Elizabeth)
 Status Check: Conference Call - Proposed Orders
Parties Present
Minutes
 Result: Matter Resolved

06/10/2010 Supplement
 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

06/15/2010 Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
 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
 Result: Denied

06/15/2010 Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)

Plaintiffs 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

Result: Denied

06/15/2010 **All Pending Motions** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
All Pending Motions (06/15/10)
Parties Present
Minutes
 Result: Matter Heard

06/15/2010 **Opposition and Countermotion** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
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
 Result: Denied

06/15/2010 **Order Denying**
Order Denying Motion to Stay or Dismiss

06/16/2010 **Notice of Entry of Order**

06/17/2010 **Notice of Intent to take Default**
Cross-Claimant's Three-Day Notice of Intent to Take Default of Cross-Defendants, Lewis Helfstein, Madalyn Helfstein, Summit Laser Products, Inc., Summit Technologies, LLC

06/18/2010 **All Pending Motions** (3:00 AM) (Judicial Officer Gonzalez, Elizabeth)
All Pending Motions (06/18/10)
Minutes
 Result: Matter Heard

06/22/2010 **Order Denying Motion**
Order Denying Plaintiffs' Motion for Summary Judgment, Plaintiffs' Request for Judicial Notice; and UniNet Defendants' Counter-Motion for Summary Judgment

06/24/2010 **Notice of Entry of Order**
Notice of Entry of Order

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
Status Check: Submission Of Stipulation Of Protective Order
Minutes
 Result: Matter Continued

07/07/2010 **Notice of Appeal**
Notice of Appeal

07/07/2010 **Case Appeal Statement**
Case Appeal Statement

07/07/2010 **Motion to Stay**
Lewis Helfstein, Madalyn Helfstein, Summit Laser Products, Inc., and Summit Technologies, LLC's Motion to Stay Crossclaim Pending Appeal

07/08/2010 **Notice of Motion**
Motion to Stay Crossclaim Pending Appeal

07/14/2010 **Receipt**

07/21/2010 **Application for Issuance of Commission to Take Deposition**
Application for Issuance of Commission to Issue Subpoena for Deposition Duces Tecum in State of California

07/23/2010 **Opposition**
Plaintiffs' Opposition to Lewis Helfstein, Madalyn Helfstein, Summit Laser Products, Inc. and Summit Technologies, LLC's Motion To Stay Crossclaim Pending Appeal

07/26/2010 **Opposition to Motion**
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

08/05/2010 **Opposition**
Plaintiffs' Opposition to Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Countermotion To Dismiss If Stay Is Granted

08/12/2010 **Reply**
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

08/12/2010 **Motion for Protective Order**
Plaintiffs' Motion for Protective Order

08/13/2010 **Opposition**
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

08/19/2010 **Stipulation and Order**
Stipulation and Order to Extend Discovery Cut-Off Date

08/20/2010 **Motion** (3:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Defts Lewis Helfstein, Madalyn Helfstein, Summit Laser Product and Summit Technologies Motion to Stay Crossclaim Pending Appeal
Minutes
 Result: Denied

08/20/2010 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order To Extend Discovery Cut-Off Date

08/24/2010 **Opposition to Motion For Protective Order**
Opposition to Plaintiff's Motion for Protective and Counter-Motion to Compel Discovery

09/02/2010 **Status Check: Discovery** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
 09/02/2010, 11/04/2010
Parties Present
 Result: Matter Continued

09/02/2010 **All Pending Motions** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
All Pending Motions (09/02/10)
Parties Present
Minutes
 Result: Matter Heard

09/03/2010 **Stipulated Protective Order**
Stipulated Protective Order Regarding Confidential Information From Uninet

09/07/2010 **Reply**
Reply to Defendants' Opposition to Seaver's Motion for Protective Order; Opposition to Defendants' Motion to Compel

09/14/2010 **Motion for Protective Order** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Plaintiffs' Motion for Protective Order
 Result: Granted in Part

09/14/2010 **Opposition and Countermotion** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Def't's Opposition to Plaintiff's Motion for Protective and Counter-Motion to Compel Discovery
 Result: Granted

09/14/2010 **All Pending Motions** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
All Pending Motions (09/14/10)
Parties Present
Minutes
 Result: Matter Heard

09/16/2010 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order to Amend Plaintiff's First Amended Complaint

09/16/2010 **Notice of Taking Deposition**
Notice of Taking the Deposition of Irwin Graner, Esq.

09/16/2010 **Application for Issuance of Commission to Take Deposition**
Application for Issuance of Commission to Take Deposition of Irwin Graner, Esq. Outside the State of Nevada

09/24/2010 **Transcript of Proceedings**
Transcript of Proceedings Hearing on Motions, Tuesday, May 25, 2010

09/24/2010 **Brief**
Plaintiffs' Omnibus Motion in Limine

10/12/2010 **Hearing** (12:30 PM) (Judicial Officer Gonzalez, Elizabeth)
Hearing: Conference Call
Parties Present
Minutes
 Result: Matter Heard

10/14/2010 **Opposition**
Defendant UI Supplies, Uninet Imaging and Nestor Saporiti's Opposition to Plaintiff's Omnibus Motion in Limine

10/14/2010 **Order**
Order on Plaintiffs' Motion for a Protective Order

10/15/2010 **Pre-Trial Disclosure**
Plaintiffs' Pre-Trial Disclosures

10/18/2010 **Notice of Entry of Order**
Notice of Entry of Order on Plaintiffs' Motion for a Protective Order

10/21/2010 **Reply to Opposition**
Plaintiffs' Reply to Opposition filed by the Uninet Defendants to Plaintiffs' Motion in Limine Re: Exhibit E and Re: Seaver's Medical History

10/22/2010 **Stipulation and Order**
Stipulation and Order to Extend the Time to File a Reply to Defendants' Opposition to Plaintiffs' Omnibus Motion in Limine

10/25/2010 **Notice**
Notice of Entry of Order Granting Motion for Stay

10/26/2010 **Omnibus Motion in Limine** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Plaintiffs' Omnibus Motion in Limine
Parties Present
Minutes
 Result: Matter Heard

10/26/2010 **Notice of Entry of Order**
Notice of Entry of Order

11/03/2010 **Motion**
Defendants UI Supplies Uninet Imaging and Nestor Saporiti's Motion to Enlarge Time to File Dispositive Motions on Order Shortening Time

11/04/2010 **Certificate of Mailing**
Certificate of Mailing

11/05/2010 **Opposition to Motion**
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

11/09/2010 **Calendar Call** (9:15 AM) (Judicial Officer Gonzalez, Elizabeth)
 Result: Matter Heard

11/09/2010 **Motion** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Defendants UI Supplies Uninet Imaging and Nestor Saporiti's Motion to Enlarge Time to File Dispositive Motions on Order Shortening Time
 Result: Granted

11/09/2010 **All Pending Motions** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
All Pending Motions (11/09/10)
Parties Present
Minutes
 Result: Matter Heard

11/10/2010 **Order**
Order Regarding Plaintiffs' Omnibus Motion in Limine

11/15/2010 **CANCELED Bench Trial** (1:30 PM) (Judicial Officer Gonzalez, Elizabeth)
Vacated - per Judge

11/22/2010 **Notice of Entry of Order**
Notice of Entry of Order Regarding Plaintiff's Omnibus Motion in Limine

12/02/2010 **Motion**
Defendants UI Supplies Uninet Imaging and Nestor Saporiti's Emergency Motion to Enlarge Time to Depose Steven Hecht on an Order Shortening Time

12/02/2010 **Opposition to Motion**
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

12/03/2010 **Certificate of Mailing**
Certificate of Mailing

12/08/2010 **Reply**
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

12/09/2010 **Motion** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Defendants UI Supplies Uninet Imaging and Nestor Saporiti's Emergency Motion to Enlarge Time to Depose Steven Hecht on an Order Shortening Time
Parties Present
Minutes
 Result: Granted

12/14/2010 **Order**
Order on Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion to Enlarge Time to File Dispositive Motions.

12/16/2010 **Order**
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

12/17/2010 **Supplement to Motion for Summary Judgment**
Supplement to Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion for Summary Judgment - Table of Undisputed Facts.

12/17/2010 **Motion for Summary Judgment**
Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion for Summary Judgment

12/17/2010 **Motion to Dismiss**
Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion to Dismiss Pursuant to NRCP 19

12/20/2010 **Notice of Entry of Order**

12/20/2010 **Application for Issuance of Commission to Take Deposition**
Application for Issuance of Commission to Take Deposition of Steven Hecht Outside the State of Nevada

12/22/2010 **Notice of Entry of Order**

01/04/2011 **Notice of Motion**
Notice of Motion to Dismiss Pursuant to NRCP 19

01/04/2011 **Notice of Motion**
Notice of Motion for Summary Judgment

01/14/2011 **Notice of Entry of Order**
Notice of Entry of Order

01/14/2011 **Opposition to Motion to Dismiss**
Plaintiffs' Opposition to Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion to Dismiss

01/14/2011 **Opposition to Motion For Summary Judgment**
Plaintiffs' Opposition to Defendants UI Supplies, Uninet Imaging, Inc. and Nestor Saporiti's Motion for Summary Judgment

01/20/2011 **Reply to Opposition**
Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Reply to Plaintiffs' Opposition to Motion for Summary Judgment

01/20/2011 **Reply to Opposition**
Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Reply to Plaintiffs' Opposition to Motion to Dismiss Pursuant to NRCP 19

01/20/2011 **Notice**
Plaintiffs' Notice of Rescission of Holstein Settlement

01/25/2011 **Motion for Summary Judgment** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Defendant's UI Supplies, Uninet Imaging and Nestor Saporiti's Motion for Summary Judgment
 01/18/2011 Continued to 01/25/2011 - At the Request of Counsel - Circle Consulting Corporation
 Result: Denied

01/25/2011 **Motion to Dismiss** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion to Dismiss Pursuant to NRCP 19
 01/18/2011 Continued to 01/25/2011 - At the Request of Counsel - Circle Consulting Corporation
 Result: Denied

01/25/2011 **All Pending Motions** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Parties Present
Minutes
 Result: Matter Heard

01/27/2011 **Motion to Withdraw As Counsel**
Tharpe & Howell, LLP's Motion to Withdraw as Co-Counsel of Record on Order Shortening Time

01/27/2011 **Supplement**
Supplement to Defendants' Pre-Trial Disclosures

01/27/2011 **Pre-Trial Disclosure**
Defendant's Pre-Trial Disclosures

01/28/2011 **Notice of Non Opposition**
Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Notice of Non-Opposition to Tharpe & Howell, LLP's Motion to Withdraw as Co-Counsel

02/01/2011 **Motion to Withdraw As Counsel**
Motion to Withdraw As Counsel on Order Shortening Time

02/02/2011 **Pre-trial Memorandum**
Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Pre-Trial Memo

02/03/2011 **Calendar Call** (9:15 AM) (Judicial Officer Gonzalez, Elizabeth)
 Result: Matter Heard

02/03/2011 **Motion to Withdraw as Counsel** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Tharpe & Howell, LLP's Motion to Withdraw as Co-Counsel of Record on Order Shortening Time
 Result: Granted

02/03/2011 **All Pending Motions** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Parties Present
Minutes
 Result: Matter Heard

02/04/2011 **Order Denying**
Order on Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion to Dismiss Pursuant to NRCP 19

02/04/2011 **Order Denying**
Order on Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion for Summary Judgment

02/07/2011 **CANCELED Bench Trial** (1:30 PM) (Judicial Officer Gonzalez, Elizabeth)
 Vacated - per Judge

02/15/2011 **Order Granting**
Order Granting Motion to Withdraw as Counsel on Order Shortening Time

02/15/2011 **Notice of Entry of Order**
Notice of Entry of Order on Defendants UI Supplies, Uninet Imaging Inc. and Nestor Saporiti's Motion to Dismiss Pursuant to NRCP 19

02/15/2011 **Notice of Entry of Order**
Notice of Entry of Order on Defendants UI Supplies, Uninet Imaging Inc. and Nestor Saporiti's Motion for Summary Judgment

02/16/2011 **Order Granting**
Order on Tharpe & Howell's Motion to Withdraw as Co-Counsel of Record

02/16/2011 **Notice of Motion**
Notice of Motion

02/17/2011 **Notice of Entry of Order**
Notice of Entry of Order

02/17/2011 **Notice of Entry of Order**
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)
Status Check: Retention of Counsel
Parties Present
Minutes
Result: Granted

03/08/2011 **Order**
Order On Defendants UI Supplies, Uninet Imaging, And Nestor Saporiti's Motion To Enlarge Time To Designate Ronald Rosenberg As Witness For Trial

03/10/2011 **Motion**
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

03/10/2011 **Amended Order Setting Civil Non-Jury Trial**
2nd Amended Order Setting Civil Non-Jury Trial and Calendar Call

05/03/2011 **Order Shortening Time**
Order Shortening Time on Motion to Continue Trial

05/05/2011 **Opposition to Motion**
Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Opposition to Ira Seaver's Motion for Continuance on and Order Shortening Time; Counter-motion to Dismiss Pursuant to Nevada Rule of Civil Procedure 41(e)

05/05/2011 **Motion**
Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion to Deem Request for Admissions Admitted on an Order Shortening Time

05/09/2011 **Response**
Plaintiff's Response to Defendant's Opposition to Plaintiff's Motion Continue Trial and Response to Defendant's Motion for a Dismissal

05/09/2011 **Response**
Plaintiff's Response to Defendant Uninet Imaging and Nestor Saporiti's Motion to Deem Admissions Admitted on an Order Shortening Time

05/09/2011 **Notice of Motion**
Notice of Motion to Deem Request for Admissions Admitted on an Order Shortening Time

05/09/2011 **Order**
Order Compelling Arbitration and Dismissing Crossclaim

05/10/2011 **Motion to Continue Trial (9:00 AM)** (Judicial Officer Gonzalez, Elizabeth)
Plt's Pro Per Motion to Continue Trial

05/10/2011 **Opposition and Counter-motion (9:00 AM)** (Judicial Officer Gonzalez, Elizabeth)
Defendants UI Supplies, Uninet imaging and Nestor Saporiti's Opposition to Ira Seaver's Motion for Continuance on and Order Shortening Time; Counter-motion to Dismiss Pursuant to Nevada Rule of Civil Procedure 41(e)

05/10/2011 **Motion (9:00 AM)** (Judicial Officer Gonzalez, Elizabeth)
Defendants UI Supplies, Uninet imaging and Nestor Saporiti's Motion to Deem Request for Admissions Admitted on an Order Shortening Time

05/10/2011 **Notice of Entry of Order**
Notice of Entry of Order Compelling Arbitration and Dismissing Crossclaim

05/10/2011 **All Pending Motions (9:00 AM)** (Judicial Officer Gonzalez, Elizabeth)
Parties Present
Minutes
Result: Matter Heard

05/11/2011 **NV Supreme Court Clerks Certificate/Judgment -Remanded USJR**

05/17/2011 **Motion for Summary Judgment**
Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion for Summary Judgment

05/19/2011 **Notice of Motion**
Notice of Motion for Summary Judgment

05/27/2011 **Order**
Order Regarding Plaintiffs' Motion to Continue Trial; Defendants' Motion to Deem Admissions Admitted and Counter-Motion to Dismiss for Lack of Prosecution

05/27/2011 **Notice of Entry of Order**
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

06/01/2011 **Response**
Plaintiff's Response to Defendant Uninet Imaging and Nestor Saporiti's Motion for summary Judgment, 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)
Vacated - per Judge

06/14/2011 **Supplemental**
Plaintiff's Supplemental Response to Defendants Motion for Summary Judgment and Plaintiff's Counter Motion for Summary Judgment and Judicial Requests

06/21/2011 **Motion for Summary Judgment (9:00 AM)** (Judicial Officer Gonzalez, Elizabeth)
Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion for Summary Judgment
Parties Present
Minutes
Result: Denied in Part

06/23/2011 **Order Setting Civil Bench Trial**
3rd Amended Order Setting Civil Bench Trial And Calendar Call

06/29/2011 **Order**
Order Granting in Part and Denying in Part Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion for Summary Judgment

06/29/2011 **Notice of Entry of Order**
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

07/11/2011 **Motion to Reconsider**
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

07/15/2011 **Certificate of Mailing**
Certificate of Mailing

07/19/2011 **Opposition to Motion**
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

08/11/2011 **Reply in Support**
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

08/19/2011 **Motion For Reconsideration (3:00 AM) (Judicial Officer Gonzalez, Elizabeth)**
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
Minutes
 Result: Denied

09/06/2011 **CANCELED Bench Trial (1:30 PM) (Judicial Officer Gonzalez, Elizabeth)**
Vacated - per Judge

09/09/2011 **Order Denying Motion**
Order Denying Motion to Reconsider

09/16/2011 **Notice of Entry of Order**
Notice of Entry of Order

09/16/2011 **Order**
Order Sealing and Redacting Records

09/16/2011 **Stipulation and Order**
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

09/19/2011 **Redacted Version**

09/19/2011 **Motion to Reconsider**
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

09/21/2011 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order

09/21/2011 **Receipt of Copy**
Receipt of Copy

09/21/2011 **Notice of Entry of Order**
Notice of Entry of Order

09/27/2011 **Notice of Entry of Order**
Notice of Entry of Order

10/14/2011 **Notice of Non Opposition**
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 Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Motion for Summary Judgment

10/19/2011 **Amended Certificate of Service**
Amended Certificate of Service

10/21/2011 **Motion to Reconsider (3:00 AM) (Judicial Officer Gonzalez, Elizabeth)**
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
Minutes
 Result: Granted

11/08/2011 **Notice of Association of Counsel**
Notice of Association of Counsel

11/09/2011 **Order Granting Motion**
Order Granting Renewed Motion To Reconsider

11/10/2011 **Notice of Entry of Order**
Notice of Entry of Order Granting Renewed Motion to Reconsider

11/14/2011 **Motion**
Motion for Continued Settlement Conference

11/14/2011 **Motion for Clarification**
Motion for Clarification on Anti-Assignment Clause

11/15/2011 **Notice of Motion**
Notice of Motion for Continued Settlement Conference

11/15/2011 **Notice of Motion**
Notice of Motion for Clarification on Anti-Assignment Clause

12/01/2011 **Opposition**
Plaintiff Circle Consulting's Opposition to the Uninet Defendants' Motion for Continued Settlement Conference

12/01/2011 **Opposition**
Plaintiff Circle Consulting's Opposition to the Uninet Defendants' Motion for Clarification on Anti-Assignment Clause

12/01/2011 **Joinder**
Plaintiffs Joinder to Circle Consulting Corp.'s Opposition to Defendants Motion for Clarification

12/16/2011 **Motion (3:00 AM) (Judicial Officer Gonzalez, Elizabeth)**
Motion for Continued Settlement Conference

12/16/2011 **Motion to Clarify (3:00 AM) (Judicial Officer Gonzalez, Elizabeth)**
Motion for Clarification on Anti-Assignment Clause

12/16/2011 **All Pending Motions (3:00 AM) (Judicial Officer Gonzalez, Elizabeth)**
Minutes
 Result: Matter Heard

12/20/2011 **Motion to Dismiss**
Motion to Dismiss Ira and Edythe Seaver Family Trust

12/21/2011 **Notice of Motion**
Notice of Motion

12/21/2011 **Motion for Order to Show Cause**
Emergency Motion for an Order to Show Cause Regarding Breach of Stipulated Protective Order Regarding Confidential Information on an Order Shortening Time

12/22/2011 **Notice of Motion**
Notice of Motion

12/22/2011 **Supplement**
Supplement to Emergency Motion for an Order to Show Cause Regarding Breach of Stipulated Protective Order Regarding Confidential Information on an Order Shortening Time

12/27/2011 **Supplement**
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

12/28/2011 **Opposition**
Plaintiff's Opposition Response and Plaintiff's Request for Motion as Detailed Below

12/29/2011 **Motion for Order to Show Cause** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Emergency Motion for an Order to Show Cause Regarding Breach of Stipulated Protective Order Regarding Confidential Information on an Order Shortening Time
Parties Present
Minutes
 Result: Matter Heard

12/30/2011 **Order Denying Motion**
Order Denying the Uninet Defendants' Motion For Continued Settlement Conference

12/30/2011 **Order Denying Motion**
Order Denying The Uninet Defendants' Motion For Clarification on Anti-Assignment Clause

01/05/2012 **Notice of Entry**
Notice of Entry of Order Denying the Uninet Defendants' Motion for Clarification on Anti-Assignment Clause

01/05/2012 **Notice of Entry**
Notice of Entry of Order Denying the Uninet Defendants' Motion for Continued Settlement Conference

01/06/2012 **Opposition**
Plaintiff's Opposition

01/12/2012 **Supplemental**
Plaintiff's Supplemental Opposition

01/19/2012 **Order**
Order on Emergency Motion for an Order to show Cause Regarding Breach of Stipulated Protective Order Regarding Confidential Information on an Order Shortening Time

01/24/2012 **Motion to Dismiss** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Motion to Dismiss Ira and Edythe Seaver Family Trust
Parties Present
Minutes
 Result: Moot

01/27/2012 **Motion to Clarify**
Plaintiff's Motion for Clarification

02/13/2012 **Opposition to Motion**
Opposition to Plaintiffs' Motion for Clarification

02/24/2012 **Pre-trial Memorandum**
Plaintiffs' Pretrial Memorandum

02/27/2012 **Response**
Plaintiff's Response to Defendant's Opposition to Plaintiff's Motion for Clarification

02/27/2012 **Pre-trial Memorandum**
Defendants UI Supplies, UniNet Imaging, and Nestor Saporiti's Pre-Trial Memorandum

03/02/2012 **Motion to Clarify** (3:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Plaintiff's Motion for Clarification
Minutes
 Result: Denied

03/05/2012 **Joinder**
Plaintiff's Joinder to Circle Consulting Corporations Pre Trial Memorandum

03/08/2012 **Calendar Call** (9:15 AM) (Judicial Officer Gonzalez, Elizabeth)
2nd Amended Order Setting Civil Non-Jury Trial and Calendar Call
Parties Present
Minutes
03/01/2011 Reset by Court to 03/08/2012
 Result: Matter Continued

03/08/2012 **Pre-trial Memorandum**
Plaintiff's Supplemental Pre-Trial Memorandum

03/09/2012 **At Request of Court** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Parties Present
Minutes
 Result: Matter Heard

03/12/2012 **CANCELED Bench Trial** (1:30 PM) (Judicial Officer Gonzalez, Elizabeth)
Vacated - per Judge

03/12/2012 **Supplement**
Supplement to Defendants UI Supplies, UniNet Imaging, and Nestor Saporiti's Pre Trial Memo

03/13/2012 **Errata**
Errata to Plaintiffs' Pretrial Memorandum

03/14/2012 **Deposition**
Designation of Deposition Testimony of Steven Hecht by Page/Line Citation

03/14/2012 **Deposition**
Designation of Deposition Testimony of Lewis Helfstein by Page/Line Citation

03/19/2012 **Bench Trial** (1:00 PM) (Judicial Officer Gonzalez, Elizabeth)
03/19/2012, 03/20/2012, 03/21/2012
Parties Present
Minutes
Result: Matter Continued

03/19/2012 **Trial Memorandum**
Defendants UI Supplies, Uninet Imaging and Nestor Saporiti's Rule 7.27 Trial Memoranda

03/27/2012 **Errata**
Plaintiffs' Errata to Complaint

04/11/2012 **Transcript of Proceedings**
Transcript of Proceedings - Excerpt of Bench Trial - Day 2 (Testimony of Ira Seaver) - March 20, 2012

04/11/2012 **Transcript of Proceedings**
Transcript of Proceedings - Excerpt of Bench Trial - Day 3 (Testimony of Ira Seaver) - March 21, 2012

04/12/2012 **Calendar Call** (9:15 AM) (Judicial Officer Gonzalez, Elizabeth)
Parties Present
Minutes
Result: Trial Date Set

04/20/2012 **Transcript of Proceedings**
Transcript of Proceedings Portion of Bench Trial - Day 2 (Testimony of Lewis Helfstein and Joseph Cachia) March 20, 2012

04/20/2012 **Transcript of Proceedings**
Transcript of Proceedings Portion of Bench Trial - Day 3 (Testimony of Nestor Saporiti) March 21, 2012

04/23/2012 **Bench Trial** (2:00 PM) (Judicial Officer Gonzalez, Elizabeth)
04/23/2012, 04/24/2012, 04/25/2012
Bench Trial Continued
Parties Present
Minutes
Result: Matter Heard

04/23/2012 **Notice**
Designation of Deposition Testimony of Steven Hecht by Page/Line Citation

05/18/2012 **Status Check** (3:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Received Findings of Facts and Conclusions of Law
Minutes
Result: Matter Heard

05/18/2012 **Finding of Fact and Conclusions of Law**

05/21/2012 **Notice of Entry of Findings of Fact, Conclusions of Law**
Notice of Entry of Findings of Fact and Conclusions of Law

05/25/2012 **Memorandum of Costs and Disbursements**
Plaintiffs' Verified Memorandum of Costs and Disbursements

05/30/2012 **Transcript of Proceedings**
Transcript Of Proceedings Portion Of Bench Trial - Day 5 April 24, 2012

05/30/2012 **Transcript of Proceedings**
Transcript Of Proceedings Portion Of Bench Trial - Day 6 (Testimony Of Nestor Saporiti And Ira Seaver) April 25, 2012

06/01/2012 **Motion to Retax**
Motion to Strike Plaintiffs' Verified Memorandum of Costs and Disbursements, or in the Alternative, Retax Costs

06/04/2012 **Certificate of Mailing**
Certificate of Mailing

06/04/2012 **Notice of Motion**
Notice of Motion to Strike Plaintiffs' Verified Memorandum of Costs and Disbursements, or in the Alternative, Retax Costs

06/04/2012 **Motion for Attorney Fees and Costs**
Plaintiffs' Motion For An Award Of Attorney's Fees, Costs And Prejudgment Interest

06/05/2012 **Motion to Amend Judgment**
Motion to Alter or Amend Judgment, or in the Alternative, for Satisfaction of Judgment Based on Settlement With Summit Technologies

06/06/2012 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure

06/06/2012 **Notice of Motion**
Notice of Motion to Alter or Amend Judgment, or in the Alternative, for Satisfaction of Judgment Based on Settlement With Summit Technologies

06/12/2012 **Motion for Stay of Execution**
Motion for Stay Pending Appeal and to Set Amount of Supersedeas Bond

06/12/2012 **Opposition to Motion**
Opposition to Plaintiffs Motion for an Award of Attorneys' Fees, Costs, and Prejudgment Interest; Counter-Motion for Attorneys' Fees for UniNet and Mr. Saporiti

06/13/2012 **Notice of Motion**
Notice of Motion for Stay Pending Appeal and to Set Amount of Supersedeas Bond

06/14/2012 **Opposition to Motion**
Plaintiffs' Opposition to Defendants' Motion to Strike Plaintiff's Verified Memorandum of Costs And Disbursements, Or In The Alternative, Retax Costs

06/15/2012 **Notice of Appeal**
Notice of Appeal to the Supreme Court From a Judgment of a District Court

06/15/2012 **Case Appeal Statement**
Case Appeal Statement

06/20/2012 **Opposition to Motion**
Plaintiffs' Opposition to Motion to Alter or Amend Judgment, Or In The Alternative, For Satisfaction of Judgment Based On Settlement With Summit Technologies

06/20/2012 **Transcript of Proceedings**
Transcript of Proceedings Excerpt of Bench Trial - Day 1 (Testimony of Rodney S. Conant) March 19, 2012

06/20/2012 **Transcript of Proceedings**
Transcript of Proceedings Excerpt of Bench Trial - Day 4 (Testimony of Ira Seaver and Edythe Seaver) April 23, 2012

06/22/2012 **Reply in Support**
Plaintiffs' Reply In Support of Their Motion For An Award of Attorney's Fees, Costs and Prejudgment Interest; Opposition to Countermotion for Attorney's Fees For Uninet Imaging, Inc. and Nestor Saporiti

06/26/2012 **Opposition to Motion**

06/28/2012 *Plaintiffs' Conditional Opposition to Uninet Defendants' Motion For A Stay Pending Appeal And To Set Amount Of Supersedeas Bond*
Reply to Opposition
Reply to Plaintiffs' Opposition to the Motion to Alter or Amend Judgment, or in the Alternative, for Satisfaction of Judgment Based on Settlement With Summit Technologies

06/29/2012 **Association of Counsel**
Association of Counsel

07/10/2012 **Motion to Strike** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
07/10/2012, 09/25/2012, 11/08/2012
Defendant's Motion to Strike Plaintiffs' Verified Memorandum of Costs and Disbursements, or in the Alternative, Retax Costs
07/06/2012 *Reset by Court to 07/10/2012*
09/20/2012 *Reset by Court to 09/20/2012*
09/20/2012 *Reset by Court to 09/25/2012*

07/10/2012 **Motion for Attorney Fees and Costs** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
07/10/2012, 09/25/2012, 11/08/2012
Plaintiffs' Motion For An Award Of Attorney's Fees, Costs And Prejudgment Interest
07/06/2012 *Reset by Court to 07/10/2012*
09/20/2012 *Reset by Court to 09/20/2012*
09/20/2012 *Reset by Court to 09/25/2012*

07/10/2012 **Motion to Amend Judgment** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
07/10/2012, 09/25/2012, 11/08/2012
Defendant's Motion to Alter or Amend Judgment, or in the Alternative, for Satisfaction of Judgment Based on Settlement With Summit Technologies
07/06/2012 *Reset by Court to 07/10/2012*
09/20/2012 *Reset by Court to 09/20/2012*
09/20/2012 *Reset by Court to 09/25/2012*

07/10/2012 **Motion For Stay** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Motion for Stay Pending Appeal and to Set Amount of Supersedeas Bond
07/13/2012 *Reset by Court to 07/10/2012*

07/10/2012 **Opposition and Countermotion** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
07/10/2012, 09/25/2012, 11/08/2012
Defendant's Opposition to Plaintiffs Motion for an Award of Attorneys' Fees, Costs, and Prejudgment Interest; Counter-Motion for Attorneys' Fees for UniNet and Mr. Saporiti
07/06/2012 *Reset by Court to 07/10/2012*
09/20/2012 *Reset by Court to 09/20/2012*
09/20/2012 *Reset by Court to 09/25/2012*

07/10/2012 **All Pending Motions** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Parties Present
Minutes
Result: Matter Heard

07/18/2012 **Claim**
UniNet and Nestor Saporiti's Claim of Exemption from Levy

07/18/2012 **Claim**
UI Supplies Claim of Exemption from Levy

07/18/2012 **Proof of Service**
Proof of Service re Constable's Office (re UI Supplies Claim for Exemption)

07/18/2012 **Proof of Service**
Proof of Service re Constable's Office (re UniNet Claim for Exemption)

07/18/2012 **Proof of Service**
Proof of Service re Jeffrey R. Albregts, Esq. (re UI Supplies Claim for Exemption)

07/18/2012 **Proof of Service**
Proof of Service re Ira Seaver (re UI Supplies Claim for Exemption)

07/18/2012 **Proof of Service**
Proof of Service re JPMorgan Chase (re UI Supplies Claim for Exemption)

07/18/2012 **Proof of Service**
Proof of Service re Citibank (re UniNet Claim for Exemption)

07/18/2012 **Proof of Service**
Proof of Service re Jeffrey R. Albregts, Esq. (re UniNet Claim for Exemption)

07/18/2012 **Proof of Service**
Proof of Service re Ira Seaver (re UniNet Claim for Exemption)

07/20/2012 **Motion to Clarify**
Motion (1) for Order Clarifying that UniNet Imaging, Inc. and Nestor Saporiti Have No Liability Pursuant to this Court's Findings of Fact and Conclusions of Law, (2) to Strike Writs of Execution and Garnishment, and (3) for Order Returning Funds to UniNet Imaging, Inc. and UI Supplies

07/24/2012 **Notice of Hearing**
Notice of Hearing

07/26/2012 **Objection**
Plaintiffs' Objections to Defendant Uninet and Nestor Saporiti's Claim of Exemption From Levy and Notice of Hearing of Same

07/26/2012 **Objection**
Plaintiffs' Objections to Defendant UI Supplies' Claim of Exemption from Levy and Notice of Hearing of Same

08/08/2012 **Order**
Order

08/08/2012 **Notice of Entry of Order**
Notice of Entry of Order

08/09/2012 **Opposition to Motion**
Plaintiffs' Opposition To Motion (1) For Order Clarifying That Uninet Imaging, Inc. And Nestor Saporiti Have No Liability Pursuant To This Court's Findings Of Fact And Conclusions Of Law, (2) To Strike Writs Of Execution And Garnishment, And (3) For Oder Returning Funds To Uninet Imaging, Inc. And Ui Supplies

08/27/2012 **Reporters Transcript**
Transcript of Portion of Bench Trial - Day 1, heard March 19, 2012

08/27/2012 **Reporters Transcript**
Transcript of Portion of Bench Trial - Day 6, heard April 25, 2012

08/27/2012 **Reply in Support**
Reply in Support of Motion (1) for Order Clarifying that UniNet Imaging, Inc. and Nestor Saporiti have No Liability Pursuant to this Court's Findings of Fact and Conclusions of Law, (2) to Strike Writs of Execution and Garnishment, and (3) for Order Returning Funds to UniNet Imaging, Inc. and UI Supplies

08/31/2012 **Motion to Compel**
Motion to Compel Plaintiffs to Produce Communications with Counsel Regarding the Helfstein Settlement Agreement and Rescission on Order Shortening Time

09/04/2012 **Motion for Order** (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)
Defendants' Motion (1) for Order Clarifying that UniNet Imaging, Inc. and Nestor Saporiti Have No Liability Pursuant to this Court's Findings of Fact and Conclusions of Law, (2) to Strike Writs of Execution and Garnishment, and (3) for Order Returning Funds to UniNet Imaging, Inc. and UI Supplies
Parties Present
Minutes
 08/31/2012 Reset by Court to 09/04/2012
 Result: Denied

09/10/2012 **Motion**
Motion in Support of UI Supplies and UI Technologies' Claim of Exemption from Levy

09/12/2012 **Opposition to Motion**
Plaintiffs' Opposition to Uninet Defendants' Motion To Compel And Motion In Support of UI Supplies' and UI Technologies' Claim of Exemption From Levy

09/12/2012 **Reply in Support**
Reply in Support of Claim for Exemption

09/12/2012 **Findings of Fact, Conclusions of Law and Judgment**
Amended Findings of Fact and Conclusions of Law and Judgment

09/13/2012 **Motion to Compel** (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)
Defendants UI Supplies, Inc, UI Technologies, Inc., Uninet Imaging, Inc., and Nestor Saporiti's Motion to Compel Plaintiffs to Produce Communications with Counsel Regarding the Helfstein Settlement Agreement and Rescission on Order Shortening Time
 09/11/2012 Reset by Court to 09/13/2012

09/13/2012 **Hearing** (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)
Hearing on Exemption
 09/11/2012 Reset by Court to 09/13/2012

09/13/2012 **Notice of Entry of Judgment**
Notice of Entry of Amended Findings of Fact and Conclusions of Law and Judgment

09/13/2012 **All Pending Motions** (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)
Parties Present
Minutes
 Result: Denied

09/14/2012 **Order Denying**
Order Denying Stay of Execution

09/14/2012 **Notice of Entry of Order**
Notice of Entry of Order Denying Stay of Execution

09/19/2012 **Motion for Summary Judgment**
Motion for Summary Judgment Regarding Validity of the Settlement Agreement

09/19/2012 **Notice**
Notice of Re-Filing of Motion to Alter or Amend Judgment, or in the Alternative for Satisfaction of Judgment Based on Settlement with Summit Technologies

09/19/2012 **Amended Notice**
Amended Notice of Appeal to the Supreme Court from an Amended Judgment of a District Court

09/19/2012 **Amended**
Amended Case Appeal Statement

09/20/2012 **Notice of Hearing**
Notice of Hearing

09/21/2012 **Order Denying**
Order Denying Claim of Exemption From Execution (And For Release Of Levied Funds); and Denying Motion to Compel

09/24/2012 **Notice of Entry of Order**
Notice of Entry of Order Denying Claim of Exemption From Execution (And For Release of Levied Funds); And Denying Motion To Compel

09/25/2012 **Status Check** (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)
 09/25/2012, 11/08/2012
Status Check; Set Evidentiary Hearing
 09/20/2012 Reset by Court to 09/25/2012

09/25/2012 **All Pending Motions** (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)
Parties Present
Minutes
 Result: Matter Continued

10/01/2012 **Transcript of Proceedings**
Transcript of Proceedings Defendants' Motions for Order Clarifying No Liability Pursuant to Court's Findings of Fact and Conclusions of Law, to Strike Writs of Execution and Garnishment, and for Order Returning Funds to Uninet Imaging, Inc. and UI Supplies September 4, 2012

10/01/2012 **Transcript of Proceedings**
Transcript of Proceedings Defendants' Motion to Compel Plaintiffs to Produce Communications with Counsel Regarding the Helfstein Settlement Agreement and Rescission on Order Shortening Time September 13, 2012

10/03/2012 **Motion**
Motion to Permit Deposition and/or Trial Testimony of Lewis Helfstein by Video Conference on Order Shortening Time

10/03/2012 **Receipt of Copy**
Receipt of Copy of Motion to Permit Deposition and/or Trial Testimony of Lewis Helfstein by Video Conference on Order Shortening Time

10/09/2012 **CANCELED Motion** (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)
 Vacated
Motion to Permit Deposition and/or Trial Testimony of Lewis Helfstein by Video Conference on Order Shortening Time

10/16/2012	Declaration <i>Declaration of Ira Seaver in Opposition to Motion For Summary Judgment Regarding Validity of The Settlement Agreement</i>
10/17/2012	Opposition to Motion <i>Plaintiffs' Opposition to Motion to Permit Deposition and/or Trial Testimony of Lewis Helfstein by Videoconference on Order Shortening Time</i>
10/22/2012	Reply in Support <i>Reply in Support of Motion to Permit Deposition and/or Trial Testimony of Lewis Helfstein by Video Conference on Order Shortening Time</i>
10/23/2012	Motion (8:30 AM) (Judicial Officer Gonzalez, Elizabeth) <i>Defendants' Motion to Permit Deposition and/or Trial Testimony of Lewis Helfstein</i> <u>Parties Present</u> <u>Minutes</u> Result: Granted
10/24/2012	Stipulation and Order <i>Stipulation and Order</i>
10/25/2012	Notice of Entry of Stipulation and Order <i>Notice of Entry of Stipulation and Order</i>
10/31/2012	Notice of Withdrawal of Motion <i>Notice of Withdrawal of Motion for Summary Judgment Regarding Validity of the Settlement Agreement</i>
11/06/2012	CANCELED Motion for Summary Judgment (8:30 AM) (Judicial Officer Gonzalez, Elizabeth) <i>Vacated - per Judge</i> <i>Motion for Summary Judgment Regarding Validity of the Settlement Agreement</i> <i>10/23/2012 Reset by Court to 11/06/2012</i>
11/08/2012	Calendar Call (9:15 AM) (Judicial Officer Gonzalez, Elizabeth)
11/08/2012	All Pending Motions (8:30 AM) (Judicial Officer Gonzalez, Elizabeth) <u>Parties Present</u> <u>Minutes</u> Result: Matter Heard
11/20/2012	Status Check (8:30 AM) (Judicial Officer Gonzalez, Elizabeth) <u>Parties Present</u> <u>Minutes</u> Result: Matter Heard
03/25/2013	Declaration <i>Declaration of Ira Seaver in Support of Plaintiff's Motion to Set Aside Rescinded Helfstein Settlement Agreement and Proceed on Claims Against Them</i>
03/25/2013	Motion <i>Plaintiffs' Motion to Set Aside Rescinded Helfstein Settlement Agreement and Proceed on Claims Against Them</i>
03/27/2013	Certificate of Mailing <i>Certificate of Mailing</i>
03/28/2013	Certificate of Mailing <i>Certificate of Mailing</i>
04/11/2013	Opposition <i>Opposition to Plaintiffs' Motion to Set Aside Rescinded Helfstein Settlement Agreement and Proceed on Claims Against Them</i>
04/22/2013	Declaration <i>Supplemental Declaration of Ira Seaver in Support of Plaintiffs' Motion to Set Aside Rescinded Helfstein Settlement Agreement and Proceed on Claims Against Them</i>
04/22/2013	Reply to Opposition <i>Plaintiffs' Reply in Support of Motion to Set Aside Rescinded Helfstein Settlement Agreement and Proceed on Claims Against Them</i>
04/25/2013	Motion to Set Aside (8:30 AM) (Judicial Officer Gonzalez, Elizabeth) <i>Plaintiffs' Motion to Set Aside Rescinded Helfstein Settlement Agreement and Proceed on Claims Against Them</i>
04/25/2013	Reply to Opposition <i>Plaintiffs' Reply in Support of Motion to Set Aside Rescinded Helfstein Settlement Agreement and Proceed on Claims Against Them</i>
05/02/2013	Transcript of Proceedings <i>Transcript of Proceedings Hearing On Plaintiffs Motion To Set Aside April 25, 2013</i>
05/10/2013	Status Check (3:00 AM) (Judicial Officer Gonzalez, Elizabeth) <i>STATUS CHECK: ATTORNEY OAK'S STAY FILING.</i>

FINANCIAL INFORMATION

	Conversion Extended Connection Type No Convert Value @ 09A587003		
	Total Financial Assessment		211.00
	Total Payments and Credits		211.00
	Balance Due as of 05/07/2013		0.00
04/03/2009	Transaction Assessment		211.00
04/03/2009	Conversion Payment	Receipt # 01499509	LAW OFFICES THARPE & HOWELL (211.00)
	Defendant Helfstein, Lewis		
	Total Financial Assessment		1,507.00
	Total Payments and Credits		1,507.00
	Balance Due as of 05/07/2013		0.00
04/21/2010	Transaction Assessment		1,483.00
04/21/2010	Wiznet	Receipt # 2010-11884-CCCLK	Helfstein, Lewis (1,483.00)
07/07/2010	Transaction Assessment		24.00
07/07/2010	Wiznet	Receipt # 2010-27528-CCCLK	Helfstein, Lewis (24.00)

		Defendant Helfstein, Madalyn		
		Total Financial Assessment	30.00	
		Total Payments and Credits	30.00	
		Balance Due as of 05/07/2013	0.00	
04/21/2010	Transaction Assessment		30.00	
		Defendant Saporiti, Nestor		
		Total Financial Assessment	203.00	
		Total Payments and Credits	203.00	
		Balance Due as of 05/07/2013	0.00	
07/02/2009	Transaction Assessment		203.00	
07/02/2009	Payment (Window)	Receipt # 2009-35486-FAM	(203.00)	Kravitz Schnitzer & Sloane
		Defendant Summit Laser Products Inc		
		Total Financial Assessment	30.00	
		Total Payments and Credits	30.00	
		Balance Due as of 05/07/2013	0.00	
04/21/2010	Transaction Assessment		30.00	
		Defendant Summit Technologies LLC		
		Total Financial Assessment	30.00	
		Total Payments and Credits	30.00	
		Balance Due as of 05/07/2013	0.00	
04/21/2010	Transaction Assessment		30.00	
		Defendant UI Supplies		
		Total Financial Assessment	630.00	
		Total Payments and Credits	630.00	
		Balance Due as of 05/07/2013	0.00	
07/02/2009	Transaction Assessment		30.00	
07/02/2009	Payment (Window)	Receipt # 2009-35490-FAM	(30.00)	Kravitz Schnitzer & Sloane
12/26/2010	Transaction Assessment		200.00	
12/26/2010	Wiznet	Receipt # 2010-72288-CCCLK	(200.00)	UI Supplies
05/17/2011	Transaction Assessment		200.00	
05/17/2011	Wiznet	Receipt # 2011-51513-CCCLK	(200.00)	UI Supplies
09/19/2012	Transaction Assessment		200.00	
09/19/2012	Wiznet	Receipt # 2012-117500-CCCLK	(200.00)	UI Supplies
		Defendant UI Technologies		
		Total Financial Assessment	473.00	
		Total Payments and Credits	473.00	
		Balance Due as of 05/07/2013	0.00	
06/06/2012	Transaction Assessment		473.00	
06/06/2012	Wiznet	Receipt # 2012-71551-CCCLK	(473.00)	UI Technologies
		Defendant Uninet Imaging Inc		
		Total Financial Assessment	54.00	
		Total Payments and Credits	54.00	
		Balance Due as of 05/07/2013	0.00	
07/02/2009	Transaction Assessment		30.00	
07/02/2009	Payment (Window)	Receipt # 2009-35487-FAM	(30.00)	Kravitz Schnitzer & Sloane
06/15/2012	Transaction Assessment		24.00	
06/15/2012	Wiznet	Receipt # 2012-76193-CCCLK	(24.00)	Uninet Imaging Inc
		Plaintiff Ira And Edythe Seaver Family Trust		
		Total Financial Assessment	455.00	
		Total Payments and Credits	455.00	
		Balance Due as of 05/07/2013	0.00	
05/14/2010	Transaction Assessment		200.00	
05/14/2010	Wiznet	Receipt # 2010-16705-CCCLK	(200.00)	Ira And Edythe Seaver Family Trust
05/15/2010	Transaction Assessment		200.00	

05/15/2010	Wiznet	Receipt # 2010-16971-CCCLK	Ira And Edythe Seaver Family Trust	(200.00)
01/19/2012	Transaction Assessment			3.00
01/19/2012	Payment (Window)	Receipt # 2012-07720-CCCLK	Ira And Edythe Seaver Family Trust	(3.00)
06/20/2012	Transaction Assessment			20.00
06/20/2012	Payment (Window)	Receipt # 2012-77955-CCCLK	Cpttpm. Droggs. Walch, Holley, Woloson & Thompson	(20.00)
09/13/2012	Transaction Assessment			9.00
09/13/2012	Payment (Window)	Receipt # 2012-115026-CCCLK	COTTON, DRIGGS, WALCH	(9.00)
09/20/2012	Transaction Assessment			23.00
09/20/2012	Payment (Window)	Receipt # 2012-117826-CCCLK	Cotton, Driggs, Walch	(23.00)

EXHIBIT “B”

EXHIBIT “B”

ORIGINAL

Adam D. Quinn
CLERK OF THE COURT

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

IRA AND EDYTHE SEAVER
FAMILY TRUST, et al.

Plaintiffs

vs.

UI SUPPLIES, et al.

Defendants

And related cases and parties

CASE NO. A-587003

DEPT. NO. XI

**Transcript of
Proceedings**

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

HEARING ON PLAINTIFFS' MOTION TO SET ASIDE

THURSDAY, APRIL 25, 2013

APPEARANCES:

FOR THE PLAINTIFFS:

JEFFREY R. ALBREGTS, ESQ.

FOR THE DEFENDANTS:

JEFFREY A. SILVESTRI, ESQ.
MICHAEL OAKES, ESQ.

COURT RECORDER:

TRANSCRIPTION BY:

JILL HAWKINS
District Court

FLORENCE HOYT
Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript
produced by transcription service.

RECEIVED

MAY 02 2013

CLERK OF THE COURT

1 LAS VEGAS, NEVADA, THURSDAY, APRIL 25, 2013, 9:03 A.M.)

2 (Court was called to order)

3 THE COURT: Mr. Oakes, it's nice to see you back.

4 MR. OAKES: Good morning, Your Honor. Michael Oakes
5 on behalf of the Helfstein parties.

6 MR. ALBREGTS: Good morning, Your Honor. Jeff
7 Albregts on behalf of plaintiffs appearing with the Edie
8 Seaver.

9 THE COURT: Wimpy. Remember the one that was wimpy?

10 MR. ALBREGTS: Yes, Your Honor.

11 MR. SILVESTRI: Good morning, Your Honor. Jeff
12 Silvestri on behalf the Uninet defendants, UI Supplies, UI
13 Technologies, Nestor Saporiti.

14 THE COURT: All right. It's your motion.

15 MR. ALBREGTS: I don't have a lot to add to what's
16 been briefed, Your Honor. Basically what we're seeking -- and
17 I'm sorry if there's any confusion in that respect -- is the
18 evidentiary hearing the Court had previously contemplated on
19 the Helfstein on the Helfstein settlement whether my clients
20 were fraudulently induced into it prior to our settlements
21 with the Uninet defendants. And it's not a motion asking you
22 to try the whole case again, but to make the determination
23 that you were going to make before as to whether there was a
24 reason for doing so.

25 THE COURT: I understand. I remember what I was

1 doing.

2 MR. ALBREGTS: Very well, Your Honor. If you have
3 any questions, I'd be happy to answer them.

4 THE COURT: Then talk to me about your fallback
5 position, which is your offer to put the \$60,000 in the
6 depository of the clerk. That's your fallback position. It's
7 on page 8.

8 MR. ALBREGTS: Yes, Your Honor. I'm not sure
9 [unintelligible]. Well, yes, we would deposit \$60,000 with
10 the court clerk in order to --

11 THE COURT: Do you really want to put it with the
12 court clerk where nobody earns interest, or do you guys want
13 to put it in an interest-bearing blocked account that you'll
14 agree to?

15 MR. ALBREGTS: Interest-bearing blocked account, if
16 everyone would agree to it, would make more sense, I would
17 believe.

18 MR. OAKES: I want to put it back in my client's
19 account. But, frankly, I don't think we need to get there.

20 THE COURT: I understand that, Mr. Oakes.

21 MR. OAKES: You're kind of way ahead of me. You're
22 looking at me for an answer, and I don't want to concede that
23 that should happen.

24 THE COURT: Well, we're not there yet. But okay.

25 MR. ALBREGTS: I don't have anything else to add,

1 unless you have questions, Your Honor.

2 THE COURT: No. I'm way familiar with this case. I
3 even remember when Mr. Oakes was involved in it the first
4 time.

5 MR. ALBREGTS: Thank you, Your Honor.

6 MR. OAKES: Good morning, Mr. Oakes. Welcome back.

7 MR. OAKES: Hello, Your Honor.

8 Procedurally first. We hit on this in their brief,
9 but I think there's a new point that needs to be brought up.
10 60(b)(3) would -- if this motion is a motion under 60(b)(3),
11 it's untimely. And I don't think there's any doubt about
12 that.

13 THE COURT: I've never had a final judgment in this
14 case yet.

15 MR. OAKES: The judgment was finalized, the order or
16 proceeding was finalized as to my client when they were
17 dismissed from the case --

18 THE COURT: That's not final.

19 MR. OAKES: -- back in '09.

20 THE COURT: That's not final.

21 MR. OAKES: According to the settlement agreement,
22 that notice of voluntary dismissal was supposed to be with
23 prejudice.

24 THE COURT: But it can't be final, because the case
25 is going on. I understand what you're saying.

1 MR. OAKES: It's not final in the sense of appeal.
2 THE COURT: Correct.
3 MR. OAKES: But how would they appeal from their own
4 notice of voluntary dismissal?
5 THE COURT: You'd be surprised what people do.
6 MR. OAKES: Well, we believe that that was the
7 proceeding that triggered the running of the rule. We're
8 years out from that. And therefore any attempt to do this
9 under 60(b)(3) is untimely. Therefore, the only way to look
10 at it is if there was indeed fraud on the Court under the
11 broader 60(b) -- it's not broader, it's a more narrow standard
12 under 60(b), fraud upon the Court.
13 THE COURT: Just gives them more time.
14 MR. OAKES: Gives them more time, but it also
15 imposes a much more stringent standard that is nowhere close
16 to anything that happened in this case. According to --
17 THE COURT: Unfortunately, you weren't here for the
18 trial where your client testified and lots of unusual things
19 occurred.
20 MR. OAKES: I've read the findings, Your Honor, and
21 I understand you made credibility determinations concerning my
22 client that were not favorable to him. And I think that goes,
23 frankly, to the prejudice of having this motion heard by this
24 Court. And by no means am I suggesting any denigration of
25 Your Honor --

1 THE COURT: Oh, I understand, Mr. Oakes.

2 MR. OAKES: -- but my client was not represented by
3 counsel in any of the discovery, initiated no discovery, took
4 no depositions, participated in no --

5 THE COURT: But he was represented by counsel. You
6 were his lawyer. It's just because of the ruling you had from
7 the Nevada Supreme Court you did not participate in the
8 litigation.

9 MR. OAKES: Yeah. He was dismissed.

10 THE COURT: But he was represented by counsel. I
11 mean, he had counsel.

12 MR. OAKES: Well, he had counsel.

13 THE COURT: Plus he's trained as an attorney.

14 MR. OAKES: Your Honor, initiated no discovery
15 because not a party to the case, was dismissed from the
16 plaintiffs' claim, and the third-party claim was dismissed and
17 stayed. He was not participating as a party through any of
18 the discovery, did not send any interrogatories or written
19 requests, did not obtain an expert to respond to any of their
20 expert allegations.

21 What they're asking you to do here is, since you've
22 already tried the case and made negative findings against my
23 client as a witness at the time, to take those and somehow
24 apply those in a res judicata manner or some quasi res
25 judicata matter when he wasn't a party to the case, he was

1 dismissed.

2 So we bounced around a bit, but I want to go back to
3 the 60(b) standard. The standard was described in a case
4 where Lawrence Davidson absconded with clients' money. The
5 most widely accepted definition, which we adopt, holds that,
6 "The concept of fraud on the court embraces only that species
7 of fraud which does or attempts to subvert the integrity of
8 the court itself or is a fraud perpetrated by officers of the
9 court so that the judicial machinery cannot perform in the
10 usual manner. Relief should be denied in the absence of such
11 conduct."

12 What we're talking about here is my client was one
13 of two defendants, and he settled out his case for \$60,000 and
14 paid the money. Now they're saying, well, we continued to
15 audit him after that and we think he's -- we could have won
16 \$560,000 and therefore we were defrauded.

17 Your Honor, that's not the type of fraud that is
18 talked about under the 60(b) fraud upon the court standard.
19 They settled the case, they presented you with an affidavit of
20 counsel stating that he had investigated the case, the
21 strengths of weaknesses, for over 10 months. He also stated
22 in there that he had thought about all of the aspects
23 concerning ability to collect, ability to prevail, and had
24 made a determination that the settlement was a good and fair
25 settlement.

1 The settlement specifically excluded any oral
2 representations on the part of either party, and released all
3 of the claims and specifically the claim they're making now
4 that Mr. Helfstein absconded with money and proceeds from
5 Summit.

6 The allegations were contained in the complaint that
7 Helfstein manipulated the books and records of the company.
8 That's the allegation in their complaint in April of 2009 that
9 they investigated for over 10 months without settling. That's
10 paragraph 15 of the complaint.

11 The complaint also asked for and alleged in 21, "The
12 Helfstein defendants and Summit breached the operating
13 agreement by, among other things, self dealing with respect to
14 the assets and operations of the company." That was the
15 allegation of their complaint that they investigated for
16 10 months before settling and taking \$60,000.

17 The allegation also stated in 23 that the Helfstein
18 defendants acted with malice, they secretly and purposely
19 deprived them of contract benefits, and intentionally
20 exploited their property assets, relationship, and name for
21 their own benefit.

22 And one last point which is very significant, in
23 April of 2009 they alleged a seventh cause of action for an
24 accounting, stating that, "Summit and the Helfstein defendants
25 breached their fiduciary obligations by not operating and

1 managing Summit properly and by failing to properly account
2 for and report on its financial condition." That's what they
3 settled.

4 It then says, "As a result, a full and complete
5 accounting of its activities is required in order to ascertain
6 its true financial condition." That's paragraph 45 of the
7 complaint. That's what they settled.

8 I think I have never seen a situation where someone
9 sued for an accounting, settles their claims, gets a cash
10 payment, and then conducts discovery to internally conduct
11 that accounting themselves, come up with a number higher than
12 the settlement amount and then say they were defrauded. There
13 was no representation as to the financial condition of the
14 company, and all of those representations were excluded in the
15 settlement agreement. Furthermore -- as drafted by counsel
16 for the plaintiffs.

17 Furthermore, the settlement agreement specifically
18 stated that no one is relying on any representations of the
19 other party.

20 So, that being said, aside from the timeliness,
21 there is no fraud here, fraud in connection with the
22 settlement agreement. Settlement agreements are entered into
23 all of the time on fraud causes of action where you settle for
24 less than what you think you might have got. They are also
25 often reduced due to concerns over collectability,

1 particularly when there's no insurance policy involved.
2 There's no pocket to immediately go get money. Lots of
3 defendants that appear wealthy have spendthrift trusts.
4 Collecting on judgments is not an easy task.

5 There is every reason in the world why they took the
6 60,000 in the first place, and there's every reason in the
7 world now for you to refuse their efforts to set aside that
8 settlement agreement.

9 I would add also that it's early. We talked about
10 the need to restore consideration, and that's a fundamental
11 element in any rescission case. You've got to act promptly,
12 and you've got to restore the consideration. They were
13 already talking about maybe we have to set aside the
14 settlement agreement a mere six months after it happened. At
15 that point in time, frankly, other than their complaining that
16 they didn't get the declaration they wanted from Mr.
17 Helfstein, we don't know what the exact basis of their claim
18 was as to why they were entitled to revoke the agreement.

19 What we do --

20 THE COURT: Well, some of the things they said in
21 court was that Mr. Helfstein was not cooperating in accordance
22 with the terms of the settlement agreement. That was one of
23 the other things they said, and that he wasn't providing the
24 information that he had agreed to provide. So there were a
25 lot of issues related to Mr. Helfstein during the course of

1 the litigation. And I was disappointed that the Supreme Court
2 decided to essentially say, you didn't have to be part of the
3 litigation, which is why we are currently in this position.
4 If you'd been here on the third-party complaint, we wouldn't
5 be in this position, Mr. Oakes.

6 MR. OAKES: Your Honor, I'm hard pressed to concede
7 that I made an error by trying to invoke an arbitration and
8 forum -- choice of venue clause.

9 THE COURT: I understand what you're saying.

10 MR. OAKES: And I'm also --

11 THE COURT: But the long-term consequences of that
12 are that you weren't in the litigation when issues related to
13 your client --

14 MR. OAKES: My client settled, Your Honor. He was
15 out of the case. He had a document that says, the settlement
16 agreement would be given res judicata and collateral estoppel
17 effect.

18 THE COURT: Mr. Oakes, he was a third-party
19 defendant. And while it may be that the arbitration provision
20 was enforceable and your client tried -- chose to invoke that
21 provision, because you had duplicative forums of litigation
22 occurring -- and I don't know what happened between the Uninet
23 defendants and your client on the third-party complaint, but
24 because you had duplicative forums, you the potential for
25 conflicting rulings. Which is the situation we were

1 ultimately placed in here and which was why I had a motion to
2 amend the findings of fact and conclusions of law that was
3 filed I think by Mr. Silvestri -- no, by Mr. Lee.

4 MR. OAKES: There's no conflicting ruling relative
5 to my client, Your Honor. You found against the Uninet
6 defendants, as you had every right to do. Cases get tried
7 against one defendant when another gets let out all of the
8 time. What would be fundamentally unfair to my client --

9 THE COURT: Has your client resolved their claims
10 against the Uninet defendants?

11 MR. OAKES: To my knowledge, no. I think they were
12 awaiting the outcomes here.

13 THE COURT: Do you know if there's been an
14 assignment by the Uninet defendants of their claims against
15 your client?

16 MR. OAKES: I'm sorry?

17 THE COURT: Has there been an assignment of the
18 claims against your client by the Uninet defendants?

19 MR. OAKES: Claims against my client?

20 THE COURT: Uninet had claims against your client,
21 remember. That's how you got to be a third-party defendant.

22 MR. OAKES: Yes.

23 THE COURT: Have those claims been assigned, or do
24 you know?

25 MR. OAKES: Not to my knowledge.

1 THE COURT: Okay.

2 MR. OAKES: I have no knowledge of that. I don't
3 know.

4 THE COURT: Okay.

5 MR. OAKES: So going back to it, this proceeding
6 went forward at a time when my client was dismissed from the
7 plaintiffs' case and was not required to be here as a third-
8 party defendant because he wasn't subject to the jurisdiction
9 of the Court. And whether it was jurisdiction or actually it
10 was choice of law, choice of venue, an arbitration clause.

11 THE COURT: It was a forum.

12 MR. OAKES: So going to the laches -- and that goes
13 to the laches point. As of May 2010 they believed they had a
14 basis to rescind the settlement agreement. As of January of
15 2011 they filed a document which we contend had no effect
16 whatsoever other than to declare finally for the first time on
17 January 20, 2011, that they indeed now didn't want to threaten
18 rescinding the contract, but actually wanted to do it while
19 still retained the consideration, even then taking no steps to
20 bring my client back into the case so he could defend himself.

21 We believe that that is laches, that that is
22 prejudice, that my client could have and should have been
23 allowed to participate in the case if they were going to
24 proceed timely and actually seek to rescind the settlement
25 agreement. It should have been done no later than January

1 2011, and, frankly, if they thought they had a basis to do it
2 in May of 2010, they should have done that then.

3 Finally, there is a jurisdictional point, Your
4 Honor. And I don't know that today's the day to reach it, but
5 I'm going to bring it up, because I don't want to be viewed as
6 waiving it. The complaint was never answered by Madelyn or
7 Lou Helfstein, and the allegations that are now being made
8 have to do with things that were done, money taken from Summit
9 Corporation, a New York corporation, all of the wrongdoing
10 took place, if there was any, in New York, and we believe that
11 there would be jurisdictional arguments, as well, to preclude
12 this Court from hearing this case as to the Helfstein parties.
13 I don't know that now would be specifically the time to raise
14 them, but I'm bringing that up now because I want them on the
15 table so that they're not waived.

16 THE COURT: I appreciate that.

17 Mr. Silvestri, is there anything you want to say?

18 MR. SILVESTRI: Just briefly, Your Honor. As the
19 Court knows, my clients settled with the Seavers. You asked
20 that the -- about the litigation that Uninet and Summit has.
21 It's still ongoing in New York. My understanding was that
22 that was stayed pending resolution of the case here.

23 You asked if any claims had been assigned, any of
24 Uninet's claims have been assigned. They have not. However,
25 I will bring to the Court's attention, as I -- because you

1 might be hearing from me again very shortly, the settlement
2 agreement -- and I know you don't want to, but the settlement
3 agreement --

4 THE COURT: No. I always appreciate hearing from
5 you, Mr. Silvestri.

6 MR. SILVESTRI: Well, thank you.

7 The settlement agreement itself was supposed to be
8 confidential. It's got a big confidentiality statement in
9 there. I've brought a copy of it. I don't want to talk about
10 the agreement, because it is in itself confidential. But
11 Section 8 has a confidentiality agreement. It says that we're
12 not going to be talking about this, we're not going to be
13 talking about how much, when, details, whatever. The reply
14 brief talks about how much we settled for. It says a number,
15 much to my clients' dissatisfaction and disappointment, and my
16 client's very upset about it. I would have filed some kind of
17 motion. I didn't have time. I only got the reply brief a
18 couple days ago.

19 THE COURT: So you think the mention on page 5
20 should be redacted?

21 MR. SILVESTRI: Absolutely think the mention on
22 page 5 should be redacted.

23 THE COURT: Is that the only place it is?

24 MR. SILVESTRI: I believe. You know, it will
25 certainly limit the damage. As I've said, damage has been

1 done for reasons that I'm not really willing to talk about,
2 but --

3 THE COURT: Is it okay for me to strike the reply,
4 Mr. Albregts and for you to refile it without mentioning or
5 redacting the potentially confidential information?

6 MR. ALBREGTS: So stipulated.

7 But you did say we were going to discuss this after
8 court.

9 MR. SILVESTRI: Yes. And it came up because --

10 THE COURT: How about just for the -- I'm going to
11 strike the document called "Plaintiffs' Reply in Support of
12 Motion to Set Aside/Rescind Helfstein Settlement Agreement and
13 Proceed on Claims Against Them," because it inadvertently
14 includes confidential information.

15 MR. ALBREGTS: Thank you very much, Your Honor.

16 MR. SILVESTRI: There was no --

17 THE COURT: Mr. Albregts is then going to file a
18 redacted version of the document.

19 MR. ALBREGTS: Today, Your Honor, yes.

20 MR. SILVESTRI: I was not indicating --

21 THE COURT: Is that okay?

22 MR. SILVESTRI: Yes. I was not meaning to indicate
23 in any way that it was purposeful or deliberate or anything of
24 that nature. I wanted to raise it with the Court so that I
25 didn't have to file a motion, and --

1 THE COURT: I took care of it.

2 MR. SILVESTRI: I appreciate it.

3 As far as the -- whatever the ruling's going to be,
4 we have fully and finally settled all our claims. I just want
5 to make sure that whatever happens if this case goes forward
6 that nobody's going to be looking back at my clients.

7 THE COURT: When was the final judgment?

8 MR. SILVESTRI: You want my opinion on when the
9 final judgment was?

10 THE COURT: I want you to tell me, because I'm
11 looking through here trying to find what I would characterize
12 as a final judgment, and I don't see it.

13 MR. SILVESTRI: I will tell you what you told me the
14 final judgment was.

15 THE COURT: The findings of fact that I issued,
16 which aren't really a judgment.

17 MR. SILVESTRI: Well, when I asked because the issue
18 came up about was there a timely --

19 THE COURT: Motion --

20 MR. SILVESTRI: -- filing of motion to alter or
21 amend, my position at that time was it was timely because
22 there was no -- nothing called "judgment." And your ruling
23 back to me, although I'm not sure it was a formal ruling, but
24 your statement to me was, when those findings of fact and
25 conclusions of law came out that's the final judgment.

1 THE COURT: Somebody's supposed to enter the
2 judgment document. But that's my judgment.

3 MR. SILVESTRI: My position at the time was because
4 the judgment was never entered as a final judgment, which
5 typically you see when you get findings of fact, conclusions
6 of law, then you get somebody that lodges it as a final
7 judgment. That's what I was operating under. Your statement
8 to me at the time was I was incorrect and that your findings
9 of fact and conclusions of law were supposed to be considered
10 the final judgment.

11 THE COURT: Yep. But I never -- I still today don't
12 have a judgment.

13 MR. SILVESTRI: And we never -- we never created one
14 or lodged one, because we were working on the ruling that you
15 said that was it.

16 THE COURT: Well, and also we were working on the
17 fraud issue.

18 MR. SILVESTRI: There were several issues still
19 ongoing, but --

20 THE COURT: And an evidentiary hearing that I was
21 going to have --

22 MR. SILVESTRI: Correct.

23 THE COURT: -- related to those fraud issues.
24 Okay. Anything else?

25 MR. SILVESTRI: Not from me.

1 THE COURT: Anything else, Mr. Albregts?

2 MR. ALBREGTS: Your Honor, going backwards very
3 quickly, there was no satisfaction of judgment exchanged in
4 the settlement process. I don't think that would be
5 confidential, it'd be something filed with you. So I think
6 your instincts on that are correct.

7 As to jurisdiction, fraudulent procurement of
8 settlement agreement signed in this jurisdiction I think gets
9 to those arguments. If you want to address that later, I'd be
10 happy to brief it.

11 On the issues raised by Mr. Oakes, who, as always,
12 advocates extremely well for his clients, the way I view them,
13 Your Honor -- and this is one of the strangest, if not the
14 strangest, I've ever been in, but -- in terms of all the
15 elements involved, but it seems like it's a 12(b)(5) summary
16 judgment type analysis. And to get to those issues there's
17 genuine issues of fact as to whether indeed all of the things
18 that Mr. Oakes raises are the case. And all we're asking for
19 is not the trial, we're asking for the evidentiary hearing
20 that you were going to set before, the 60 days brief or
21 limited discovery subject to whatever limitations you want to
22 put on it to get to that issue. If you decide after that, no,
23 there's no basis for it, the arguments Mr. Oakes makes with
24 the settlement agreement are correct, I have no problem with
25 that. That's all.

1 And on the other issue, Your Honor, I see it your
2 way, too. I don't see any way how we -- in the Supreme
3 Court's decision my clients could have done anything after
4 2010, 2011 on that. And my recollection, not always as good
5 as Mr. Silvestri's was, the couple times I tried to do that
6 you said, Mr. Albregts, the Supreme Court's told us we
7 couldn't go there.

8 THE COURT: I don't have to agree with them. I just
9 have to do what they tell me to do.

10 MR. ALBREGTS: So that's my recollection. Thank you
11 for your patience and time, Your Honor.

12 THE COURT: Mr. Oakes.

13 MR. OAKES: Your Honor, there was never a stay of
14 anything directed to the plaintiff or what the plaintiff could
15 do.

16 THE COURT: No. I said you weren't part of the
17 case.

18 MR. OAKES: It says that there was a stay of the
19 third-party/cross-claims.

20 THE COURT: Right. You weren't part of the case.

21 MR. OAKES: And the reason I wasn't part of the case
22 was because the plaintiff had dismissed us. It was a twofold
23 reason we weren't a party to the case. The plaintiff
24 dismissed my client, the third-party claims were stayed, the
25 plaintiff had the ability to file this motion then. Nothing's

1 changed vis-a-vis the Supreme Court order. They had -- they
2 were never stopped by the Supreme Court order from taking
3 steps -- or from taking this very step way back as early as
4 the first day after the order was entered.

5 THE COURT: Anything else, Mr. Oakes?

6 MR. OAKES: No, Your Honor.

7 THE COURT: All right. The term "final" in
8 Rule 60(b) is similar to the term "final" for appellate
9 purposes. Based upon my review of the docket, there does not
10 appear to be a final order that exists. Although I issued
11 findings of fact and conclusions of law that awarded a sum
12 certain, unfortunately no judgment was ever entered related to
13 that which would then cause the time to begin to run for
14 purposes of the word "final."

15 As a result, I am going to evaluate this a mistake,
16 inadvertence, surprise, or excusable neglect for purposes of
17 making a determination as to whether the settlement agreement
18 should be set aside.

19 I'm going to set an evidentiary hearing to make a
20 determination as to whether the settlement agreement should be
21 set aside.

22 I am not making a finding that there was a fraud
23 upon the court, which is necessary for NRCP 60(b)(3) for that,
24 because I don't have a final judgment and I'll have to get
25 there. I'm not saying there wasn't fraud in the settlement

1 agreement. I'm saying I don't know because I haven't had the
2 evidentiary hearing yet.

3 So what do you want to do before an evidentiary
4 hearing besides go to Carson City, Mr. Oakes?

5 MR. OAKES: Go to Carson City, Your Honor.

6 THE COURT: Part of this order that the plaintiffs,
7 who received the \$60,000 in settlement funds, must deposit
8 those into a blocked, interest-bearing account that is agreed
9 to between Mr. Oakes and Mr. Albregts. If you'll submit an
10 order on that, we'll get the funds deposited so that the funds
11 are there if I determine the settlement agreement is in fact
12 set aside. Because I have not made that determination yet,
13 but I want the funds to be available in case I do make that
14 determination.

15 MR. ALBREGTS: Yes, Your Honor.

16 THE COURT: Any questions?

17 MR. ALBREGTS: You want me to prepare the order?

18 THE COURT: I want Mr. Albregts to prepare the
19 order. I want you to send it to both of them to look at.

20 MR. ALBREGTS: Yes, Your Honor.

21 THE COURT: And then I want you to prepare --

22 MR. ALBREGTS: Can you give me a couple days,
23 because I would like the minutes or the transcript, if that's
24 possible.

25 THE COURT: It's always possible.

1 MR. ALBREGTS: Yes, Your Honor.
2 THE COURT: You just have to ask politely.
3 MR. ALBREGTS: Oh, of course, Your Honor. I'll have
4 my assistant do it so that we're assured of that.
5 THE COURT: All right. So --
6 MR. OAKES: I do have questions, Your Honor.
7 THE COURT: This is what's going to happen. Mr.
8 Albregts is going to send you a copy of the draft order.
9 Hopefully it's not going to be too bad. I'm going to get it
10 entered. You're then going to decide if you're going to do
11 something and go to Carson City. If you go to Carson City,
12 then I'm going to probably entertain your motion for a stay
13 before I conduct the evidentiary hearing. The question is do
14 I then need to put the \$60,000 in the interest-bearing account
15 if you get a stay. And I'll address that at the time we get
16 there.
17 MR. OAKES: Okay, Your Honor.
18 MR. ALBREGTS: So --
19 THE COURT: Is that the plan you're planning to
20 follow, Mr. Oakes?
21 MR. OAKES: Pretty likely.
22 So you're saying that evidentiary hearing would be
23 under 60(b)(1)?
24 THE COURT: Well, and (2).
25 MR. OAKES: Okay. I mean, not that I'm stipulating.

1 I don't mean okay I'm stipulating. I understand.
2 THE COURT: Okay you understand what I said.
3 MR. OAKES: Yes.
4 THE COURT: All right.
5 MR. OAKES: Okay.
6 THE COURT: Anything else?
7 MR. ALBREGTS: Thank you, Your Honor.
8 THE CLERK: [Inaudible].
9 THE COURT: No, because he's going to ask for a
10 stay. I'm going to set a status check in two weeks on my
11 chambers calendar and make sure Mr. Oakes did what he said.
12 Otherwise, if he doesn't file a motion for stay, then I'll
13 figure out what we have to do before we have the evidentiary
14 hearing.
15 MR. ALBREGTS: Yes, Your Honor.
16 MR. OAKES: Thank you very much.
17 MR. ALBREGTS: Thank you, Your Honor.
18 THE COURT: Because sometimes people want to do
19 discovery before we do those kind of hearings, and I'm always
20 open to discussing that issue.
21 Mr. Silvestri, it was lovely to see you. Good luck
22 in your arguments next week.
23 MR. SILVESTRI: Thank you.
24 THE PROCEEDINGS CONCLUDED AT 9:30 A.M.
25 * * * * *

CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

**FLORENCE HOYT
Las Vegas, Nevada 89146**

Florence M. Hoyt
FLORENCE HOYT, TRANSCRIBER

4/30/13

DATE

EXHIBIT “C”

EXHIBIT “C”

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AFFIDAVIT OF J. MICHAEL OAKES, ESQ.

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

J. MICHAEL OAKES, ESQ., being first duly sworn, deposes and states the following:


1. I have personal knowledge of the facts and statement set forth herein. I make this affidavit as counsel for Helfstein, in order to ensure compliance with the rules governing the filing of a Motion for Disqualification.

2. I hereby certify that this motion is being filed in good faith, and is not interposed for delay.

3. The grounds for this motion are based upon the statements made at the hearing of April 25, 2013, which are shown by the hearing transcript, attached to the motion as Exhibit "B".

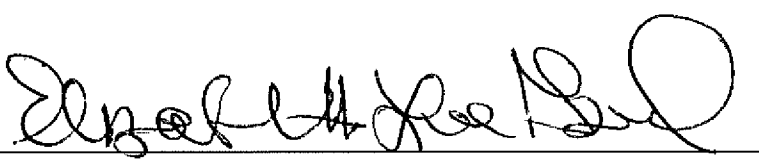
Further Your Affiant Saith Naught.

Dated this 9th day of May, 2013.



J. Michael Oakes, Esq.

SUBSCRIBED and SWORN to before me
this 9th day of May, 2013.



NOTARY PUBLIC in and for said
County and State

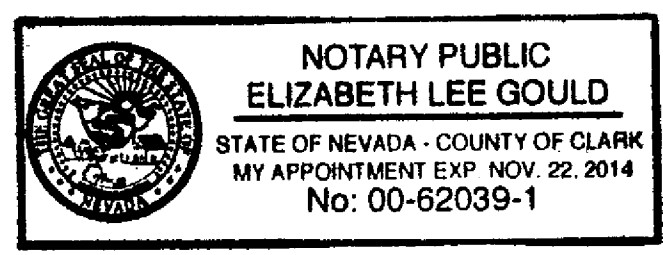
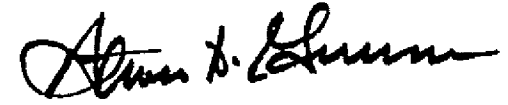


EXHIBIT “D”

EXHIBIT “D”



CLERK OF THE COURT

OPPS

J. MICHAEL OAKES, ESQ.
Nevada Bar No. 1999
FOLEY & OAKES, PC
850 East Bonneville Avenue
Las Vegas, Nevada 89101
(702) 384-2070 - office
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*Attorneys for Lewis Helfstein, Madalyn
Helfstein, Summit Laser Products, Inc.,
Summit Technologies, LLC*

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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. A-09-587003

Dept. No. XI

**OPPOSITION TO PLAINTIFFS'
MOTION TO SET ASIDE
RESCINDED HELFSTEIN
SETTLEMENT AGREEMENT
AND PROCEED ON CLAIMS
AGAINST THEM**

Date: April 25, 2013

Time: 8:30 a.m.

**OPPOSITION TO PLAINTIFF'S MOTION TO SET ASIDE RESCINDED HELFSTEIN
SETTLEMENT AGREEMENT AND PROCEED ON CLAIMS AGAINST THEM**

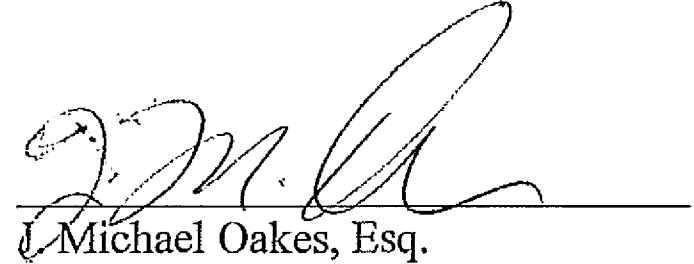
COMES NOW, Defendants Lewis Helfstein, Madalyn Helfstein, Summit Laser
Products, Inc., and Summit Technologies, LLC, by and through their attorneys Foley & Oakes,
PC, and hereby opposes Plaintiff's Ira and Edythe Seaver Family Trust, and Circle Consulting
Corporation's Motion to Set Aside Rescinded Helfstein Settlement Agreement.

**FOLEY
&
OAKES**

1 This opposition is made and based upon the pleadings and papers on file herein, the Points
2 and Authorities attached hereto and any oral argument of counsel which may be adduced at the time
3 of hearing.

4 DATED this 11th day of April, 2013.

6 FOLEY & OAKES, PC.

7
8 

9 J. Michael Oakes, Esq.

Nevada Bar No. 1999

850 East Bonneville Avenue

Las Vegas, Nevada 89101

(702) 384-2070

Attorneys for Lewis Helfstein, Madalyn

Helfstein, Summit Laser Products, Inc.,

Summit Technologies, LLC

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I.

3 INTRODUCTION

4 Plaintiffs have filed this motion under NRCP 60(b), seeking to rescind a November, 2009
5 Settlement/Confidentiality Agreement and Mutual Release of All Claims (the "Settlement
6 Agreement"), and, apparently, to unwind the November 23, 2009 Notice of Voluntary Dismissal of
7 Lewis Helfstein, Madalyn Helfstein, Summit Laser Products, Inc., and Summit Technologies LLC
8 (the "Helfstein parties"). The Plaintiffs are asserting that they were defrauded in entering into the
9 Settlement Agreement, giving them a right to relief under NRCP 60(b)(3).
10

11 The Helfstein parties' response is as follows:

12 A. The motion is time barred, as NRCP 60(b)(3) requires that a party seeking relief
13 thereunder must file their motion within 6 months of the disposition of the matter. In this
14 case, the motion comes over 3 years and 3 months after the Plaintiff's dismissal of the
15 Helfstein parties; and
16

17 B. Alternatively, this motion lacks merit based upon several separate grounds:

18 (1) There is no merit to the fraud allegation, and Plaintiffs have not established
19 fraud by clear and convincing evidence. In fact, their claims of justifiable
20 reliance are precluded by the Settlement Agreement itself;

21 (2) A party seeking rescission must restore the consideration, and the Plaintiffs have
22 failed to do so. Furthermore, throughout the litigation, and all the way through
23 trial, Plaintiffs insisted that Lewis Helfstein provide "cooperation" as required by
24 the Settlement Agreement, and only after receiving that "cooperation" have they
25 filed this motion; and
26

27 (3) The Plaintiffs' claim for rescission is precluded by the equitable doctrine of
28 laches.

1 (4) The Helfstein parties are not subject to the jurisdiction of this court. They never
2 appeared on Plaintiff's case because the case was settled, and their appearance in
3 the case on the third party complaint was solely to enforce an arbitration and
4 venue provision, requiring that those claims be heard in New York through
5 arbitration. The events complained of herein, i.e., that Lew Helfstein
6 misappropriated money from Summit Technologies, LLC, took place in New
7 York, involve a New York limited liability company, and involve New York
8 law. These points are being raised now, in order to ensure that none of the
9 jurisdictional arguments of the Helfstein parties, who have never pled in
10 response to the complaint herein, are waived.
11

12 II.

13 Statement of Facts

14 On April 3, 2009, Plaintiff filed the Complaint herein.

15 On or about November 20, 2009, before filing a responsive pleading, the Helfstein
16 parties concluded the Settlement Agreement with the Plaintiffs and paid the \$60,000 settlement
17 payment.
18

19 A copy of the Settlement Agreement is attached as Exhibit A. It contained provisions for
20 a broad general release of all claims, for the exclusion of any oral promises, and for negating
21 any claim that either party was relying upon any statement or representation of the other. The
22 release specifically related to claims that had been brought or those that could have been
23 brought. Highlights of these provisions include the following:
24

25 The parties "hereby expressly release each other in this matter as
26 well as their respective attorneys, agents, employees, principals,
27 assignees, assignors, successors, and/or heirs from any and all
28 liability, obligations, debts, claims, demands and lawsuits of any
kind or nature whatsoever and, to that end, hereby acknowledge,
represent and warrant that this mutual release is accepted in full
compromise settlement and satisfaction of, and as sole

1 consideration for the final release and discharge of all claims,
2 actions, debts, obligations and demands whatsoever **that now**
3 **exist or may hereafter occur which have been asserted or**
4 **could have been asserted by the undersigned in that lawsuit**
5 **pending between these parties...**"

6 It also stated:

7 "the execution of this Mutual Release, in conjunction or
8 contemporaneously with the dismissal of Case A8587003 (sic)
9 with prejudice, extinguishes any and all claims and/or defenses
10 that have been asserted or may have been asserted in the
11 aforescribed litigation or under aforescribed contracts by them
12 and, accordingly, **this mutual release and the dismissal of said**
13 **legal action with prejudice shall be and hereby are subject to**
14 **the principles and doctrines of res judicata and/or collateral**
15 **estoppel."**

16 It also stated:

17 "That this Agreement is the entire, complete sole and only
18 understanding and agreement of, by and between the
19 undersigned releases, pertaining to the subject matter expressed
20 herein and there are no independent, collateral, different,
21 additional, or other outstanding agreements, oral or written, or
22 obligations to be performed, things to be done, or payments to be
23 made; and further, no promise, inducement or consideration other
24 than the execution of this release. This release is accepted in full
25 compromise, settlement, and satisfaction of, and as sole
26 consideration for, the final release and discharge of all actions,
27 claims, debts, obligations and demands at issue in said lawsuit."

28 It also stated:

"That this Agreement was carefully read in its entirety by the
undersigned and is understood and known to be a full and final
compromise, settlement, release, accord, and satisfaction and
discharge of all claims, actions and causes of action and suits, as
state (sic) above and that **this document is signed and executed**
voluntarily without reliance upon any statement or
representation of or by any party, or any of their
representatives, agents, employees or affiliated entities."

On November 23, 2009, Plaintiffs filed a "Notice of Voluntary Dismissal of the Summit
Defendants." Although the Settlement Agreement said that the dismissal was to be with
prejudice, the Notice of Voluntary Dismissal filed by counsel for the Plaintiffs did not so state.

1 On February 19, 2010, triggered by Uninet's filing of a crossclaim against the Helfstein
2 parties on January 19, 2010, the Plaintiffs filed a motion for good faith settlement. In the
3 motion, the Plaintiffs' counsel explained that:

4 "After protracted negotiations, a settlement in the amount of
5 \$60,000, to be paid by the Summit Defendants to Plaintiffs, was
6 reached. This amount represents a good faith, fair, negotiated
7 settlement to the contested claims. First, the Summit Defendants
8 had no insurance coverage for these claims, and their ability to
9 finance long and protracted litigation was questionable. Further,
10 there was the possibility that, after costly litigation, even if a much
11 larger judgment was awarded, such a judgment would not be
12 collectible. Thus, after months of settlement negotiations, a fair
13 compromise in the amount of \$60,000 was reached."

14 The moving papers explained further that:

15 In this case, the proposed settlement of sixty thousand dollars
16 (\$60,000) is substantial and represents a fair account of the
17 Summit Defendants' potential liability, the ability of such amounts
18 to be collected, and the risks and costs of litigation. The settlement
19 was reached after months of extensive negotiations between the
20 parties See Exhibit "C". Plaintiffs and the settling defendants were
21 afforded a full and adequate opportunity to review and evaluate the
22 nature of the allegations and the potential defenses."

23 The motion included the declaration of counsel for the Plaintiffs, Jeffrey
24 R. Albregts, where he stated under penalty of perjury:

25 "2. In early 2009, on behalf of the Plaintiffs, settlement
26 negotiations were initiated with Defendants Lewis Helfstein,
27 Madalyn Helfstein, Summit Laser Products, Inc. and Summit
28 Technologies, LLC (collectively the "Summit Defendants").

3. These settlement negotiations continued for approximately 10
months, during which time the strengths and weaknesses of our
case were thoroughly considered.

4. Over the course of those 10 months, before reaching a
settlement of \$60,000.00, multiple rounds of offers and counter-
offers were made between these parties."

1 On March 25, 2010, the motion for approval of the settlement as being in good faith was
2 vacated, and, as a result, this court never ruled on the settlement, and the claims for contribution
3 and indemnity by the other defendants were not precluded.

4 On May 27, 2010, Plaintiffs' lawyer wrote to Helfstein's lawyer, stating "if you are
5 going to preserve this settlement with Mr. Seaver as well as resolve this dispute with Mr.
6 Saporiti once and for all as well as globally, Mr. Helfstein needs to do the right thing and
7 provide an amended declaration that states what these parties intended to do all along, which is
8 precisely what the above sentence says." A copy of the letter is attached as Exhibit B.

9
10 On June 24, 2010, Plaintiffs' lawyer sent an email to Helfstein's lawyer stating "this
11 case is going to trial over the K at issue here B/C of his shenanigans with it, and based on his
12 last declaration. So, we may not have a settlement with him after all, and no he can't have the
13 money back, at least not right now." A copy of the letter is attached as Exhibit C.

14 Almost seven months later, on January 20, 2011, Plaintiff filed its Notice of Rescission
15 of Helfstein Settlement, while retaining the \$60,000 settlement payment.

16
17 In March and April of 2012, the trial of the matter between the Plaintiffs and the Saporiti
18 Defendants was conducted. In connection with the trial, the Plaintiffs insisted that Lew
19 Helfstein provide live testimony, even though he was beyond the subpoena power of the court,
20 in order to avoid being in violation of the "cooperation" clause contained in the Settlement
21 Agreement. See the Declaration of Lewis Helfstein, attached as Exhibit D.

22 II.

23 LEGAL ARGUMENT

24 A. The Motion is Time Barred

25 NRCP 60(b) provides as follows:
26
27
28

1 **(b) Mistakes; Inadvertence; Excusable Neglect; Newly**
2 **Discovered Evidence; Fraud, Etc.** On motion and upon such
3 terms as are just, the court may relieve a party or a party's legal
4 representative from a final judgment, order, or proceeding for the
5 following reasons: (1) mistake, inadvertence, surprise, or
6 excusable neglect; (2) newly discovered evidence which by due
7 diligence could not have been discovered in time to move for a
8 new trial under Rule 59(b); (3) fraud (whether heretofore
9 denominated intrinsic or extrinsic), misrepresentation or other
10 misconduct of an adverse party; (4) the judgment is void; or, (5)
11 the judgment has been satisfied, released, or discharged, or a prior
12 judgment upon which it is based has been reversed or otherwise
13 vacated, or it is no longer equitable that an injunction should have
14 prospective application. The motion shall be made within a
15 reasonable time, and for reasons (1), (2), and (3) not more than 6
16 months after the proceeding was taken or the date that written
17 notice of entry of the judgment or order was served. A motion
18 under this subdivision (b) does not affect the finality of a
19 judgment or suspend its operation. This rule does not limit the
20 power of a court to entertain an independent action to relieve a
21 party from a judgment, order, or proceeding, or to set aside a
22 judgment for fraud upon the court. Writs of coram nobis, coram
23 vobis, audita querela, and bills of review and bills in the nature of
24 a bill of review, are abolished, and the procedure for obtaining
25 any relief from a judgment shall be by motion as prescribed in
26 these rules or by an independent action.

27 Concerning the Federal counterpart to this rule, Wright Miller & Kane, Federal Practice
28 and Procedure: Civil 2d Section 2866, says:

 "The reasonable time requirement is the only limitation on a
 motion under clauses (5) and (6) of Rule 60 (b). Motions under
 clauses (1), (2), or (3), attacking a judgment on grounds of
 mistake, inadvertence, surprise, excusable neglect, newly
 discovered evidence, or fraud or misconduct of a party, are treated
 differently. These motions must be made within a reasonable time
 but they must also be made not later than "one year after the
 judgment, order, or proceeding was entered or taken." **The one-**
 year period represents an extreme limit, and the motion will
 be rejected as untimely if not made within a "reasonable
 time" even though the one-year period has not expired.¹

¹ Nevada's time limitation is more restrictive than its Federal counterpart, with the period for bringing a motion under subparts (1), (2), or (3) being six months, rather than one year.

1 In Bonnell v. Lawrence, 282 P.3d 712, 128 Nev. Adv. Op. No. 37 (Nev. 2012), the
2 Nevada Supreme Court recently addressed this distinction. The Court explained:

3 Some background is helpful to place the issues presented by this
4 appeal in context. Rule 60(b) of the Nevada Rules of Civil
5 Procedure is modeled on Rule 60(b) of the Federal Rules of Civil
6 Procedure, as written before the latter's amendment in 2007. See
7 NC-DSH, Inc. v. Garner, 125 Nev. 647, 650-51 nn.1 & 2, 218 P.3d
8 853, 856 nn.1 & 2 (2009). Like its federal counterpart, NRCP
9 60(b) permits relief from judgment by motion or by independent
10 action. Addressing motions, the rule specifies both the permissible
11 grounds, see NRCP 60(b)(1)-(5), and the time deadlines that apply,
12 see NRCP 60(b) (a motion under Rule 60(b) "shall be made within
13 a reasonable time, and for reasons (1), (2), and (3) not more than 6
14 months after . . . written notice of entry of the judgment or order
15 was served"). The rule's reference to relief by independent action,
16 by contrast, provides no specifics. It appears in a "savings clause,"
17 which states only: "This rule [i.e., NRCP 60(b)] does not limit the
18 power of a court to entertain an independent action to relieve a
19 party from a judgment, order, or proceeding, or to set aside a
20 judgment for fraud upon the court."

21 This motion comes:

- 22 a) 3 years and 3 months after the Plaintiffs' dismissal of the
23 Helfstein parties;
- 24 b) 2 years and 10 months after Plaintiffs' counsel first suggested
25 that Helfstein needed to do something more "to preserve this
26 settlement";
- 27 c) 2 years and 6 months after Plaintiff received their expert report,
28 which, according to them, established the wrongful taking of
funds by Helfstein; and
- d) 2 years and 2 months after Plaintiffs filed their Notice of
Rescission of Helfstein Settlement.

29 This motion comes long after the 6 months for bringing a motion under NRCP 60(b) has
30 expired. Furthermore, contrary to what was asserted by the Plaintiffs, the stay of Saporiti's

1 crossclaims/third-party claim against the Helfstein parties never applied, in any manner, to the
2 Plaintiffs.¹ Since the 6 month period represents the outer limit for bringing a motion such as
3 this, this motion should, therefore, be denied.

4 **B. Defenses On the Merits**

5 The Helfstein parties contend that this motion was filed well beyond the limitation period
6 for attacking the dismissal by way of motion under NRCP 60(b). This motion should be denied on
7 that basis. Not only is this mandated by the rule, it is also appropriate as a practical matter. The
8 issues involved relate to alleged wrongdoing going back all the way to 2004, followed by the ten
9 months of investigation conducted by counsel for the Plaintiffs before settling, and then followed by
10 over three years of activity by the parties following the Settlement Agreement. These factual issues
11 are not the sort of issues that, as a practical matter, should be decided by motion.
12

13 Should the Court disagree, the following additional points should be considered.

14 **(1) There Is No Merit to Plaintiffs' Fraud Claim**

15 The Plaintiff's settled with the Helfstein parties and took their \$60,000. The claim asserted
16 here, i.e, that Helfstein misappropriated money from the limited liability company, even if true, is
17 precisely within the express terms of the release.
18

19 Following the settlement, Plaintiffs sent letters suggesting that Lew Helfstein was required
20 to testify a certain way "to preserve this settlement with Mr. Seaver." They then made numerous
21 requests for massive amount of documents from the Helfstein parties. Although these documents
22 were requested under the guise of the "cooperation" clause contained in the Settlement Agreement,
23 it now seems apparent that their real purpose was to present all of those documents to their expert,
24
25
26

27 ¹ A copy of the Order Granting Motion for Stay is attached as Exhibit E. The Order states:
28 "...we grant the motion for a stay and hereby stay the district court proceedings in District
Court Case No. A587003 as they pertain to the crossclaims/third-party claims."

1 in order to audit the Summit books and records, and look for claims that "could have been brought"
2 in the litigation.

3 So, the stated rationale for the complaints against Helfstein changed from May of 2010,
4 when the complaints were directed to his testimony, to those being made now, which relate to
5 alleged wrongdoing that began way back in 2004, which "could have been brought" as of the date
6 of the Settlement Agreement.

7
8 According to Plaintiffs, these claims became "known" to Plaintiffs, at least in their eyes, in
9 September of 2010, when they received their expert report from Rodney Conant, dated September
10 24, 2010. Yet, they did nothing at that time.

11 The Conant report shows that he was hired to target not only the Saporiti parties, but also the
12 Helfstein parties.

13 Of course, if counsel for the Plaintiffs had felt that it was necessary to have an expert
14 conduct an audit prior to entering into the Settlement Agreement during the 10 months that they
15 investigated the claims, such an audit would have, could have, and should have been conducted
16 prior to entering in to the Settlement Agreement, which clearly released all claims that had been
17 asserted or could be asserted among the parties.¹

18
19 The only proof that has been provided to the Court in connection with this motion
20 concerning the alleged "fraud" is a single page sheet which they say demonstrates that "Mr.
21 Helfstein received an additional \$562,756.45 from Uninet over the first 33 days after the
22 sale/merger under the "DUE LH" column of Exhibit "2" attached hereto."

23 The Plaintiffs, in bringing this motion, have the burden to establish fraud by clear and
24 convincing evidence. Their motion has not met that burden. Their contention concerning the
25

26
27
28 ¹ See the terms of the Settlement Agreement, which applied to all claims "which have been
asserted or could have been asserted by the undersigned in that lawsuit pending between these
parties..."

1 wrongful taking of funds is disputed, and wrong. Lewis Helfstein's Declaration, attached to this
2 motion as Exhibit "D", explained that:

3 During the post-closing period (after April 4, 2007) many customer
4 payments were sent to either UI Supplies or Summit
5 Technologies. To the extent that these payments were designated
6 to the wrong entity, the CFO of UI Supplies set up two ledger
7 accounts to make the appropriate adjustments. The ledger account
8 was labeled "Due LH" when it should have been named "Due
9 Summit Tech". Although the ledger account was labeled that way,
10 those funds were used to satisfy company debts. Furthermore, as
11 shown by the 2007 tax return, excerpts of which are attached
12 hereto as Exhibit D-1, which Ira Seaver has had since 2008, the
13 assets of the company were used to satisfy the remaining company
14 obligations.

15 As explained in Wright, Miller & Kane, Federal Practice and Procedure: Civil 2nd Section
16 2860:

17 "Many other cases support the propositions that the burden of proof
18 of fraud is on the moving party and that fraud must be established
19 by clear and convincing evidence. Further the fraud must have
20 prevented the moving party from fully and fairly presenting his
21 case."

22 As cited in Wright, Miller & Kane, the opinion in the Di Vito v. Fidelity and Deposit
23 Company of Maryland 361 F. 2nd 936 (C.A. 7th, 1966)

24 "Conclusory averments of the existence of fraud made on
25 information and belief and unaccompanied by a statement by a clear
26 and convincing probative facts supporting the belief did not serve to
27 raise an issue of the existence of fraud in procuring a settlement
28 upon which the judgment was based, much less to carry the burden
of resolving such issue."

Based on the foregoing, there is simply no merit to this belated fraud claim. The motion
filed by the Plaintiffs has not established fraud at all, and provides no basis for setting the fully
negotiated Settlement Agreement.

(2) A Party Seeking Rescission Must Restore the Consideration

The Plaintiffs have retained the \$60,000 in consideration that was paid to them by the
Helfstein parties. In addition, throughout the litigation, while invoking the "cooperation" clause

1 contained in the Settlement Agreement, they demanded, on several occasions, that Helfstein
2 continue to produce documents, appear for deposition, and appear for trial.

3
4 So, Plaintiffs have not returned the monetary consideration paid to them and it would now
5 be impossible to return the "cooperation" that was provided to them by Helfstein.

6 In Bergstrom v. Estate of DeVoe, 109 Nev. 575, 854 P.2d 860 (Nev. 1993), the Nevada
7 Supreme Court stated:

8
9 "Rescission is an equitable remedy which totally abrogates a
10 contract and which seeks to place the parties in the position they
11 occupied prior to executing the contract. Crowley v. LaFayette
12 Life Ins. Co., 683 P.2d 854 (Idaho 1984); Breuer-Harrison, Inc. v.
13 Combe, 799 P.2d 716 (Utah Ct.App. 1990); Busch v. Nervik, 687
14 P.2d 872 (Wash.Ct.App. 1984). **The purpose of this is to prevent**
15 **harm to the defendant; the defendant should not by rescission**
16 **sacrifice the benefits of the agreement and at the same time not**
17 **be restored the benefits he previously conferred upon the**
18 **plaintiff.** Thorstenson v. ARCO Alaska, Inc., 780 P.2d 371
19 (Alaska 1989). "When a contract has been partially performed,
20 and one of the parties to it makes default, the other has a
21 choice of remedies. He may and he must rescind or affirm the
22 contract, but he cannot do both. If he would rescind it, he must
immediately return whatever of value he has received under it,
and then he may defend against an action for specific
performance . . . and he may recover back whatever he has
paid. . . . He cannot at the same time affirm the contract by
retaining its benefits and rescind it by repudiating its burdens.
German Sav. Inst. v. De La Vergne Refrig. Mach. Co., 70 F. 146
(C.C.A. 8th, 1895). 5 Arthur Linton Corbin, Corbin on Contracts, §
1114 (1964) (emphasis added). **Further, there can be no partial**
rescission; a contract is either valid or void in toto." (Emphasis
added).

23 The Plaintiffs' retention of the consideration paid by the Helfstein parties precludes their
24 claim of rescission.

25 (3) The Attempted Rescission Is Precluded by Laches
26
27
28

1 As explained above, the party seeking rescission must act promptly upon learning of the
2 basis for a rescission. See Bergstrom, 109 Nev. at 577, "If he would rescind it, he must
3 immediately return whatever of value he has received under it."

4 They cannot continue to enjoy the benefits of the contract, (or, as here, continue to invoke
5 the contract in order to induce additional performance), and then declare the contract rescinded.

6 In Mackintosh v. California Federal Savings and Loan, 113 Nev. 393, 935 P.2d 1154
7 (1997), the Nevada Supreme Court explained how laches can preclude the rescission of a contract.
8 The Court stated:

10 Laches is an equitable doctrine which may be invoked when delay
11 by one party works to the disadvantage of the other, causing a
12 change of circumstances which would make the grant of relief to
the delaying party inequitable.

13 This motion comes more than 3 years after the dismissal of the Helfstein parties, more
14 than 2 years and 5 months after the September, 2010 expert report of Rodney Conant (which
15 purportedly revealed the fraud complained of here), and comes after the Helfstein parties,
16 pursuant to the "cooperation" clause, were required to produce over a thousand pages of
17 documents and to appear live, via video, to give his trial testimony, even though he was beyond
18 the subpoena power of the court and his testimony could have been provided by deposition.

19 Clearly, there has been significant delay on the part of the Plaintiffs which would make
20 the granting of relief to them inequitable.

21
22 **(4) The Helfstein Parties Are Not Subject to Jurisdiction in Nevada**

23 The Helfstein parties are not subject to the jurisdiction of this court. They never appeared on
24 Plaintiff's case because the case was settled, and their appearance in the case on the third party
25 complaint was solely to enforce an arbitration and venue provision, requiring that those claims be
26 heard in New York through arbitration.

1 The claims referenced herein, i.e., that Lew Helfstein misappropriated money from Summit
2 Technologies, LLC, took place in New York, involve a New York limited liability company, and
3 involve New York law. These points are being raised now, in order to ensure that none of the
4 jurisdictional or venue arguments of the Helfstein parties, who have never pled in response to the
5 complaint herein, are waived.
6

7
8 **III.**

9 **CONCLUSION**

10 As a matter of law, the relief requested by the Plaintiffs is not available by motion under
11 NRCP 60(b), due to being untimely.

12 Alternatively, the Plaintiff has failed to establish fraud, has failed to return the consideration
13 paid by the Helfstein parties, and the relief requested is precluded by their unreasonable delay based
14 upon the equitable doctrine of laches.
15

16 The motion should be denied.

17 DATED this 11th day of April, 2013.

18 Respectfully submitted,

19 FOLEY & OAKES, PC.

20 
J. Michael Oakes, Esq.

21 Nevada Bar No. 1999

22 850 East Bonnevile Avenue

23 Las Vegas, Nevada 89101

24 (702) 384-2070

25 *Attorneys for Lewis Helfstein, Madalyn*

26 *Helfstein, Summit Laser Products, Inc.,*

27 *Summit Technologies, LLC*
28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Foley & Oakes, PC,
3 and that on the 11th day of April, 2013, I served the following document(s):

4 **OPPOSITION TO PLAINTIFF'S MOTION TO SET ASIDE RESCINDED HELFSTEIN**
5 **SETTLEMENT AGREEMENT AND PROCEED ON CLAIMS AGAINST THEM**

6 I served the above-named document(s) by the following means to the persons as listed
7 below:

8
9 ☐ **By United States Mail**, postage fully prepaid to person(s) and addresses as follows:

10 Ira Seaver
11 Ira and Edythe Seaver Family Trust
12 Circle Consulting Corporation
13 2407 Ping Drive
14 Henderson, NV 89074
15 *In Proper Person*

Jeffrey Albregts, Esq.
Cotton, Driggs, Walch
Holley, Woloson & Thompson
400 South 4th Street, Third Floor
Las Vegas, NV 89101

16 Michael Lee, Esq.
17 Law Office of Michael B. Lee
18 2000 South Eastern Avenue
19 Las Vegas, Nevada 89104
20 *Attorneys for Defendants*

Gary E. Schnitzer, Esq,
Kravitz, Schnitzer, Sloane & Johnson
8985 S. Eastern Avenue, Suite 200
Las Vegas, NV 89123
Attorneys for Defendants

21 Michael Lee, Esq.
22 Seth T. Floyd, Esq.
23 McDonald Carano Wilson LLP
24 2300 West Sahara Avenue, Suite 1000
25 Las Vegas, NV 89102
26 *Attorneys for Defendants*

27 I declare under the penalty of perjury that the foregoing is true and correct.

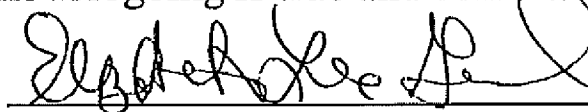
28 
An employee of FOLEY & OAKES, PC

EXHIBIT “A”

EXHIBIT “A”

**SETTLEMENT/CONFIDENTIALITY AGREEMENT
AND MUTUAL RELEASE OF ALL CLAIMS**

The undersigned, IRA AND EDYTHE SEAVER FAMILY TRUST, IRA SEAVER and CIRCLE CONSULTING CORPORATION ("Seaver Plaintiffs") on one side; and LEWIS HELFSTEIN, MADALYN HELFSTEIN, SUMMIT LASER PRODUCTS, INC. and SUMMIT TECHNOLOGIES, LLC (hereinafter "Helfstein Defendants") on the other side; for good and valuable consideration in the amount of SIXTY THOUSAND DOLLARS (\$60,000.00), which is to be paid by the Helfstein Defendants to the Seaver Plaintiffs upon filing and receipt of a final order of dismissal, with prejudice, as against the Helfstein Defendants, which sum is now on deposit in the trust account of Santoro, Driggs, Walch, Kearney, Holley & Thompson; and which sum is to be returned to the Helfstein defendants if said order is not received by them within ninety days of the date of execution of this agreement, hereby expressly release each other in this matter as well as their respective attorneys, agents, employees, principals, assignees, assignors, successors and/or heirs from any and all liability, obligations, debts, claims, demands and lawsuits of any kind or nature whatsoever and, to that end, hereby acknowledge, represent and warrant that this mutual release is accepted in full compromise settlement and satisfaction of, and as sole consideration for the final release and discharge of all claims, actions, debts, obligations and demands whatsoever that now exist or may hereafter occur which have been asserted or could have been asserted by the undersigned in that lawsuit pending between these parties filed in District Court, Clark County, Nevada, entitled Ira and Edythe Seaver Family Trust, Ira Seaver and Circle Consulting Corporation v. Lewis Helfstein, Madalyn Helfstein, Summit Laser Products, Inc., Summit Technologies LLC, UI Supplies, Uninet Imaging, Inc. and Nestor Saporiti (Case No. A587003).

The consideration and/or covenants for this Agreement are (1) the payment of \$60,000 by the Helfstein Defendants to the Seaver Plaintiffs; (2) the dismissal of said legal action (Case No. A587003) with prejudice as to the Helfstein Defendants only, each side to bear their own attorney's fees and costs of suit incurred therein; (3) that Lewis Helfstein also hereby agrees to cooperate in providing testimony and evidence in said case on behalf of the Seaver Plaintiffs and, in the event it becomes necessary for Helfstein to travel to Nevada more than once, Seaver will pay for the cost of as much (but only after Helfstein's first trip there); and (4) the provisions set forth hereinbelow.

By accepting and executing this Settlement/Confidentiality Agreement And Mutual Release ("Agreement"), no party to this agreement admits any liability whatsoever and they each accept this duly executed Mutual Release solely for the purpose of resolving the issues that were caused by the above referenced lawsuit and do not make any admission of any kind whatsoever, and that the execution of this Mutual Release, in conjunction or contemporaneously with the dismissal of Case A8587003 with prejudice, extinguishes any and all claims and/or defenses that have been asserted or may have been asserted in the aforescribed litigation or under aforescribed contracts by them and, accordingly, this mutual release and the dismissal of said legal action with prejudice shall be and are hereby subject to the principles and doctrines of res judicata and/or collateral estoppel.

That this Agreement is the entire, complete sole and only understanding and agreement of, by and between the undersigned releasees, pertaining to the subject matter expressed herein and there are no independent, collateral, different, additional or other outstanding agreements, oral or written, or obligations to be performed, things to be done, or payments to be made; and further, no promise, inducement or consideration other than the execution of this release. This release is accepted in full compromise, settlement and satisfaction of, and as sole consideration

for, the final release and discharge of all actions, claims, debts, obligations and demands at issue in said lawsuit.

To the fullest extent of the law possible, the terms of this Agreement shall be kept confidential by the undersigned and their agents, representative, heirs and attorneys and shall not be disclosed by them to any unauthorized third party. Further, the undersigned hereby agree not to disparage each other regarding the subject matter of this lawsuit. The term "disparage" is used herein to mean and include any defamatory comment or writing, or any comment or writing which a reasonable person would understand to be intended by the person making the comment or publishing the writing as a demeaning or deprecating comment concerning the person or entity who is the subject of the comment.

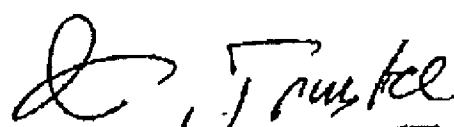
**BY SIGNING THIS SETTLEMENT/CONFIDENTIALITY AGREEMENT
AND MUTUAL RELEASE OF ALL CLAIMS
THE UNDERSIGNED ACKNOWLEDGE AND WARRANT:**

That this Agreement was carefully read in its entirety by the undersigned and is understood and known to be a full and final compromise, settlement, release, accord and satisfaction and discharge of all claims, actions and causes of action and suits, as state above and that this document is signed and executed voluntarily without reliance upon any statement or representation of or by any party, or any of their representatives, agents, employees or affiliated entities. All of the terms and conditions of this release are contractual and not mere recitals; the undersigned are of legal age and capacity, competent to sign this document and accepts full responsibility for the same. In the event that the undersigned violate these provisions of confidentiality, nondisparagement, and/or disclose the terms and conditions of this settlement to any unauthorized third party (excluding directors, officers, employees, attorneys, accountants and successors of any party to this agreement) without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, they hereby agree to pay the


attorneys' fees and costs incurred by the other releasee(s) in having to enforce this agreement and its confidentiality and nondisparagement provisions. The undersigned hereby acknowledge and understand that these confidentiality provisions are material to the terms and conditions of this Agreement.

**THE UNDERSIGNED HAVE READ THE FOREGOING
SETTLEMENT/CONFIDENTIALITY AGREEMENT AND MUTUAL RELEASE
AND FULLY UNDERSTAND SAID RELEASE AND AGREEMENT**

Read and signed on this 18
day of Feb, 2009.


IRA AND EDYTHE SEAVER
FAMILY TRUST

Read and signed on this 18
day of Feb, 2009.


IRA SEAVER

Read and signed on this 18
day of Feb, 2009.


CIRCLE CONSULTING
CORPORATION

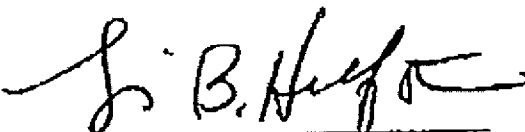
Read and signed on this 20th
day of November, 2009.


LEWIS HELFSTEIN

Read and signed on this 20th
day of November, 2009.


MADALYN HELFSTEIN

Read and signed on this 20th
day of November, 2009.


SUMMIT LASER
PRODUCTS, INC.

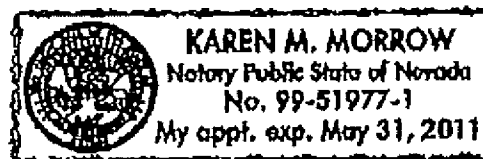
Read and signed on this 20th
day of November, 2009.


SUMMIT TECHNOLOGIES, LLC

STATE OF Nevada }
COUNTY OF Clark } ss.

On this 18th day of November, 2009, before me, a notary public, personally appeared **IRA SEAVER** on behalf of **IRA AND EDYTHE SEAVER FAMILY TRUST**, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that his signature on the instrument, the person or entity upon behalf of which person acted, executed the instrument.

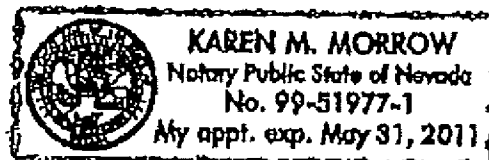
Karen M. Morrow
NOTARY PUBLIC



STATE OF Nevada }
COUNTY OF Clark } ss.

On this 18th day of November, 2009, before me, a notary public, personally appeared **IRA SEAVER**, an individual, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the within instrument and that his signature on the instrument, the person or entity upon behalf of which person acted, executed the instrument.

Karen M. Morrow
NOTARY PUBLIC



STATE OF NY }
COUNTY OF Suffolk } ss.

On this 20 day of November, 2009, before me, a notary public, personally appeared **LEWIS HELFSTEIN**, an individual, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the within instrument and that his signature on the instrument, the person or entity upon behalf of which person acted, executed the instrument.

Christine Korpi
NOTARY PUBLIC

CHRISTINE KORPI
Notary Public, State of New York
No. 01K06169069
Qualified in Suffolk County
Commission Expires June 18, 2011

STATE OF NY
COUNTY OF Suffolk } ss.

On this 20 day of November, 2009, before me, a notary public, personally appeared **MADALYN HELFSTEIN**, an individual, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the within instrument and that his signature on the instrument, the person or entity upon behalf of which person acted, executed the instrument.

Christine Korpi
NOTARY PUBLIC

CHRISTINE KORPI
Notary Public, State of New York
No. 01K06169069
Qualified in Suffolk County
Commission Expires June 18, 2011

STATE OF NY
COUNTY OF Suffolk } ss.

On this 20 day of November, 2009, before me, a notary public, personally appeared **LEWIS HELFSTEIN** on behalf of **SUMMIT LASER PRODUCTS, INC. and SUMMIT TECHNOLOGIES, LLC**, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that his signature on the instrument, the person or entity upon behalf of which person acted, executed the instrument.

Christine Korpi
NOTARY PUBLIC

CHRISTINE KORPI
Notary Public, State of New York
No. 01K06169069
Qualified in Suffolk County
Commission Expires June 18, 2011

EXHIBIT “B”

EXHIBIT “B”



SANTORO, DRIGGS, WALCH,
KEARNEY, HOLLEY & THOMPSON

400 SOUTH FOURTH STREET, THIRD FLOOR • LAS VEGAS, NEVADA 89101 • 702.791.0308 • FAX 702.791.1912

FROM THE DESK OF: JEFFREY R. ALBREGTS
WRITER'S EMAIL: JALBREGTS@NEVADAFIRM.COM

May 27, 2010

J. Michael Oakes, Esq.
FOLEY & OAKES, PC
850 East Bonneville Avenue
Las Vegas, NV 89101

VIA E-MAIL

RE: *Seaver v. Helfstein and Uninet and Saporiti*

Dear Michael::

It now should be abundantly clear to Mr. Helfstein that he has no choice but to resolve and/or litigate his dispute with Mr. Saporiti in this case here. Upon reflection, this is not such a bad thing after all because, one way or the other, we can finally obtain a global resolution or determination of all issues between these parties. In order to do so, however, the right pressure must be brought to bear upon Mr. Saporiti. I spent a full day in deposition with this gentleman and I can assure you that he will not agree to settle this case with either of our clients unless his back is firmly placed against the wall. To that end, this letter is sent to you.

Specifically, Mr. Saporiti continues to try to take whatever advantage he can gain from the various and supposed versions of his purchase agreement with Mr. Helfstein including with or without the infamous "exhibit E." By way of background, Mr. Saporiti's first motion to dismiss was based on the notion that Mr. Seaver could not authenticate the purchase agreement attached to his complaint as genuine. Mr. Saporiti's second motion to dismiss was then based on a purchase agreement that he purportedly authenticated as genuine and which does not contain an "exhibit E." Mr. Saporiti's current (and third position) on dismissal is based on your client's affidavit authenticating a version of that agreement with an "exhibit E" attached to it that excludes their respective Consulting Agreements. In short, our clients can expect to continue to spend money on this silly issue because of Mr. Saporiti's lack of integrity—meaning he will do anything to make this case go away short of trial—all of which can be fixed very simply by your client providing an amended declaration containing the following (and accurate) statement:

"The Consulting Agreement exclusions that are set forth in exhibit E to the Uninet Asset Sale Agreement were contingent or conditioned on Uninet and UI Supplies entering into new or "replacement" agreements with both Circle Consulting and myself."

J. Michael Oakes, Esq.
May 27, 2010
Page 2

The bottom line Mike is that this is indeed the truth as your client will verify. In fact, as you pointed out in the courthouse hallway after our hearing, this fact is also corroborated by the public pronouncements of Mr. Saporiti after executing the Purchase Agreement in which he stated he was going to continue with the wonderful work of Ira Seaver. As you and everyone else well knows here, that work was the subject of Mr. Seaver's Consulting Agreement. Moreover, Mr. Saporiti did in fact execute a new consulting agreement with Mr. Helfstein, but eventually refused to do so with Mr. Seaver. I believe that this sworn statement by your client is not only accurate, but will finally put to rest all of the machinations Mr. Saporiti is currently employing with respect to this agreement and "exhibit E," to not only avoid being held accountable in this case, but to ultimately avoid a trial on the merits. At a minimum, even if Mr. Saporiti were not to succeed in either respect or on this issue, he will substantially raise the cost of this litigation to our clients by continuing to screw around with it.

I, therefore, respectfully implore you to sit down with Mr. Helfstein and have him come clean as to what went on here and agree to execute an amended declaration with this statement. With all due respect, my impression of Mr. Helfstein (and he is a New York lawyer) is that he is too clever for his own good sometimes. If we are going to preserve his settlement with Mr. Seaver as well as resolve this dispute with Mr. Saporiti once and for all as well as globally, Mr. Helfstein needs to do the right thing and provide an amended declaration that states what these parties intended to do all along, which is precisely what the above sentence says. Thank you for your consideration and let me know whether we can expect an amended declaration from your client containing this sentence very shortly.

Sincerely,

SANTORO, DRIGGS, WALCH,
KEARNEY, HOLLEY & THOMPSON

Jeffrey R. Santoro

JRA/kmm

cc: Ira Seaver
Robert M. Freedman, Esq.
Jonathan D. Blum, Esq.

EXHIBIT “C”

EXHIBIT “C”

Michael Oakes

From: Jeff Albregts <jalbregts@nevadafirm.com>
Sent: Thursday, June 24, 2010 3:23 PM
To: Michael Oakes
Cc: Robert Freedman; Brian Anderson; Jonathan Blum
Subject: Seaver v. Helfstein

Mike:

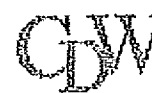
We want to take Helfstein's depo asap so please provide to us some dates for July. If we don't receive any we will just go ahead and notice him. We also will be requesting copies of all of his docs and files and maybe even his hard drives. This case is going to trial over the k at issue here b/c of his shenanigans with it, and based on his last declaration. So, we may not have a settlement with him after all, and no he can't have the money back, at least not right now. Please let us know by next Tuesday or we'll send out the notice and subpoena for docs on 6/30. thx.

Jeff Albregts
Santoro, Driggs, Walch,
Kearney, Holley & Thompson
400 South Fourth Street, Suite 300
Las Vegas, Nevada 89101
Tel. (702) 791-0308
Fax. (702) 791-1912
jalbregts@nevadafirm.com
www.santorodriggs.com

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Jeffrey R. Albregts
Attorney

 COTTON, DRIGGS, WALCH,
HOLLEY, WOLOSHIN & THOMPSON

[click here for v-card](#)

jalbregts@nevadafirm.com
T: (702) 791-0308 F: (702) 791-1912
400 South Fourth St. 3rd Floor Las Vegas Nevada 89101



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EXHIBIT “D”

EXHIBIT “D”

1 **DECLARATION UNDER PENALTY OF PERJURY OF LEWIS HELFSTEIN**

2 Lewis Helfstein, under penalty of perjury, states the following:

3 1. I have personal knowledge of the facts and statements set forth herein.

4 2. When this case came to trial, I was told that in order to preserve my settlement
5 with Seaver, I would be required to give live testimony. That is why I agreed to do so, even
6 though my deposition had been taken and I was beyond the subpoena power of the court.

7 3. I dispute the contention that I misappropriated over \$500,000 from Summit
8 Technologies, LLC. During the post-closing period (after April 4, 2007) many customer
9 payments were sent to either UI Supplies or Summit Technologies. To the extent that these
10 payments were designated to the wrong entity, the CFO of UI Supplies set up two ledger
11 accounts to make the appropriate adjustments. The ledger account was labeled "Due LH" when
12 it should have been named "Due Summit Tech". Although the ledger account was labeled that
13 way, those funds were used to satisfy company debts. Furthermore, as shown by the 2007 tax
14 return, excerpts of which are attached hereto as Exhibit D-1, which Ira Seaver has had since
15 2008, the assets of the company were used to satisfy the remaining company obligations. The tax
16 return shows a decrease in the following categories of major tangible assets and liabilities:
17
18

	<u>Jan 1, 2007</u>	<u>Dec 31, 2007</u>	<u>REDUCTION</u> <u>During 2007</u>
19 Accounts Receivable	1,036,261	48,637	987,624
20 Inventory	1,180,235	0	1,180,235
21 Fixed Assets	<u>212,588</u>	<u>0</u>	<u>212,588</u>
22 REDUCTION IN ASSETS			(2,380,477)
23 Accounts Payable	1,144,695	76,808	1,067,887
24 Other Liabilities (Note 5)	<u>1,360,347</u>	<u>0</u>	<u>1,360,347</u>
25 The note is as follows:			
26 Bank Line of Credit	989,476		
27 Note Payable	321,353		
28 Other	49,518		
			(2,428,234)

4. Thus, the total reduction in assets was almost identical to the total reduction in liabilities.

5. Madalyn Helfstein is my wife. She and I both reside in the State of New York. Summit Laser Products, Inc. is a New York corporation and Summit Technologies, LLC is a New York limited liability company. Summit Technologies, the entity that I allegedly stole money from, conducted no business in Clark County, Nevada.

6. Pursuant to NRS 53.045, under penalty of perjury, I state that the foregoing is true and correct.

DATED this 11th day of April, 2013.

L. Helfstein
Lewis Helfstein

EXHIBIT “D-1”

EXHIBIT “D-1”

Form 1065

Department of the Treasury
Internal Revenue ServiceU.S. Return of Partnership Income
For calendar year 2007, or tax year beginning _____, 2007,
ending _____, 20____.
See separate instructions.

OMB No. 1545-0099

2007

A Principal business activity

PRINTER PRODUCT

B Principal product or service

WHOLESALE PRODU

C Business code number

421400

Use the
IRS
label.
Other-
wise,
print
or type.SUMMIT TECHNOLOGIES, LLC
10 MEADOWGATE EAST
HEAD OF THE HARBOR, NY 11780D Employer identification
number

20-1478121

E Date business started

7/16/2004

F Total assets (see instrs)

\$ 126,865.

G Check applicable boxes: (1) ☐ Initial return (2) ☐ Final return (3) ☐ Name change (4) ☐ Address change (5) ☐ Amended returnH Check accounting method: (1) ☐ Cash (2) ☒ Accrual (3) ☐ Other (specify) _____

I Number of Schedules K-1, Attach one for each person who was a partner at any time during the tax year. _____ 2

J Check if Schedule M-3 attached. _____

Caution. Include only trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

		1a	3,097,051.	1c	3,097,051.
I N C O M E	1a Gross receipts or sales	1b		2	2,138,445.
	b Less returns and allowances			3	958,606.
	2 Cost of goods sold (Schedule A, line B)			4	
	3 Gross profit. Subtract line 2 from line 1c			5	
	4 Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)			6	-258,716.
	5 Net farm profit (loss) (attach Schedule F (Form 1040))			7	
	6 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)			8	699,890.
	7 Other income (loss) (attach statement)				
D E D U C T I O N S S E E I N S T R U C T I O N S F O R L I M I T A T I O N S	8 Total income (loss). Combine lines 3 through 7			9	354,236.
	9 Salaries and wages (other than to partners) (less employment credits)			10	
	10 Guaranteed payments to partners			11	4,491.
	11 Repairs and maintenance			12	85,366.
	12 Bad debts			13	80,301.
	13 Rent			14	80,418.
	14 Taxes and licenses			15	26,653.
	15 Interest			16a	
	16a Depreciation (if required, attach Form 4562)	16b		16c	
	b Less depreciation reported on Schedule A and elsewhere on return			17	
	17 Depletion (Do not deduct oil and gas depletion)			18	
	18 Retirement plans, etc.			19	
	19 Employee benefit programs			20	249,558.
	20 Other deductions (attach statement) SEE STATEMENT. 1			21	881,023.
21 Total deductions. Add the amounts shown in the far right column for lines 9 through 20			22	-181,133.	

22 Ordinary business income (loss). Subtract line 21 from line 8

Sign
Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than general partner or limited liability company member manager) is based on all information of which preparer has any knowledge.

Signature of general partner or limited liability company member manager

Date

3/19/08

May the IRS discuss this return
with the preparer shown below
(see instrs)? ☒ Yes ☐ No

Preparer's SSN or PTIN

P00544604

Paid
Preparer's
Use OnlyPreparer's
signature

ROBERT L. BELLOTTI

Date

3-14-08

Check if self-
employed. ☐Firm's name
(or yours if
self-employed),
address, and
ZIP codeAMBROSIO & BELLOTTI, CPAS PC
998 OLD COUNTRY ROAD, SUITE 2
PLAINVIEW, NY 11803-4981

EIN

11-3579322

Phone no.

(516) 932-4900

PTPA0105L 12/27/07

Form 1065 (2007)

BAA For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

PA000748

Form 1065 (2007) SUMMIT TECHNOLOGIES, LLC 20-1478121

Schedule A Cost of Goods Sold (see the instructions)		1	2,112,734.
1	Inventory at beginning of year	2	925,711.
2	Purchases less cost of items withdrawn for personal use	3	
3	Cost of labor	4	
4	Additional section 263A costs (attach statement)	5	
5	Other costs (attach statement)	6	2,138,445.
6	Total. Add lines 1 through 5.	7	
7	Inventory at end of year	8	2,138,445.
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2.		

9a Check all methods used for valuing closing inventory:

(i) ☐ Cost as described in Regulations section 1.471-3

(ii) ☐ Lower of cost or market as described in Regulations section 1.471-4

(iii) ☐ Other (specify method used and attach explanation) _____

b Check this box if there was a writedown of 'subnormal' goods as described in Regulations section 1.471-2(c) ☐ Yes ☐ No

c Check this box if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ☐ Yes ☐ No

d Do the rules of section 263A (for property produced or acquired for resale) apply to the partnership? ☐ Yes ☐ No

e Was there any change in determining quantities, cost, or valuations between opening and closing inventory? ☐ Yes ☐ No

If 'Yes', attach explanation.

Schedule B Other Information

		Yes	No
1	What type of entity is filing this return? Check the applicable box:		
a	<input type="checkbox"/> Domestic general partnership		
b	<input type="checkbox"/> Domestic limited partnership		
c	<input checked="" type="checkbox"/> Domestic limited liability company		
d	<input type="checkbox"/> Domestic limited liability partnership		
e	<input type="checkbox"/> Foreign partnership		X
2	Are any partners in this partnership also partnerships?		
3	During the partnership's tax year, did the partnership own any interest in another partnership or in any foreign entity that was disregarded as an entity separate from its owner under Regulations sections 301.7701-2 and 301.7701-3? If 'Yes,' see instructions for required attachment		X
4	Did the partnership file Form 8893, Election of Partnership Level Tax Treatment, or an election statement under section 6231(a)(1)(B)(ii) for partnership-level tax treatment, that is in effect for this tax year? See Form 8893 for more details		X
5	Does this partnership meet all three of the following requirements?		
a	The partnership's total receipts for the tax year were less than \$250,000;		
b	The partnership's total assets at the end of the tax year were less than \$600,000; and		
c	Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership return.		
	If 'Yes,' the partnership is not required to complete Schedules L, M-1, and M-2; Item F on page 1 of Form 1065; or Item L on Schedule K-1		X
6	Does this partnership have any foreign partners? If 'Yes,' the partnership may have to file Forms 8804, 8805 and 8813. See the instructions		X
7	Is this partnership a publicly traded partnership as defined in section 469(k)(2)?		X
8	Has this partnership filed, or is it required to file, a return under section 6111 to provide information on any reportable transaction?		
9	At any time during calendar year 2007, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See the instructions for exceptions and filing requirements for Form TD F 90-22.1. If 'Yes,' enter the name of the foreign country.		X
10	During the tax year, did the partnership receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If 'Yes,' the partnership may have to file Form 3520. See the instructions		X
11	Was there a distribution of property or a transfer (for example, by sale or death) of a partnership interest during the tax year? If 'Yes,' you may elect to adjust the basis of the partnership's assets under section 754 by attaching the statement described under Elections Made By the Partnership in the instructions		X
12	Enter the number of Forms 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships, attached to this return	0	

Designation of Tax Matters Partner (see the instructions)
Enter below the general partner designated as the tax matters partner (TMP) for the tax year of this return:

Name of designated TMP **SUMMIT LASER PRODUCTS INC.** Identifying number of TMP **11-3458234**

Address of designated TMP **10 MEADOWGATE EAST**
HEAD OF THE HARBOR, NY 11780

Form 1065 (2007)

Form 1065 (2007)

SUMMIT TECHNOLOGIES, LLC 20-1478121

Schedule K Partners' Distributive Share Items		Total amount	
	1 Ordinary business income (loss) (page 1, line 22)	1	-181,133.
	2 Net rental real estate income (loss) (attach Form 8825)	2	
	3a Other gross rental income (loss)	3a	
	b Expenses from other rental activities (attach stmt)	3b	
	c Other net rental income (loss). Subtract line 3b from line 3a	3c	
	4 Guaranteed payments	4	
	5 Interest income	5	
	6 Dividends: a Ordinary dividends	6a	
	b Qualified dividends	6b	
	7 Royalties	7	
	8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8	
	9a Net long-term capital gain (loss) (attach Schedule D (Form 1065))	9a	150,000.
	b Collectibles (28%) gain (loss)	9b	
	c Unrecaptured section 1250 gain (attach statement)	9c	
	10 Net section 1231 gain (loss) (attach Form 4797)	10	-112,588.
	11 Other income (loss) (see instructions) Type	11	
	12 Section 179 deduction (attach Form 4562)	12	
	13a Contributions	13a	
	b Investment interest expense	13b	
	c Section 59(a)(2) expenditures: (1) Type (2) Amount	13c (2)	
	d Other deductions (see instructions) Type	13d	
	14a Net earnings (loss) from self-employment	14a	
	b Gross farming or fishing income	14b	
	c Gross nonfarm income	14c	
	15a Low-income housing credit (section 42(j)(5))	15a	
	b Low-income housing credit (other)	15b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	15c	
	d Other rental real estate credits (see instructions) Type	15d	
	e Other rental credits (see instructions) Type	15e	
	f Other credits (see instructions) Type	15f	
	16a Name of country or U.S. possession	16a	
	b Gross income from all sources	16b	
	c Gross income sourced at partner level	16c	
	Foreign gross income sourced at partnership level		
	d Passive category e General category f Other	16f	
	Deductions allocated and apportioned at partner level	16h	
	g Interest expense h Other		
	Deductions allocated and apportioned at partnership level to foreign source income		
	i Passive category j General category k Other	16k	
	l Total foreign taxes (check one): Paid <input type="checkbox"/> Accrued <input type="checkbox"/>	16l	
	m Reduction in taxes available for credit (attach statement)	16m	
	n Other foreign tax information (attach statement)		
	17a Post-1986 depreciation adjustment	17a	
	b Adjusted gain or loss	17b	
	c Depletion (other than oil and gas)	17c	
	d Oil, gas, and geothermal properties — gross income	17d	
	e Oil, gas, and geothermal properties — deductions	17e	
	f Other AMT items (attach stmt)	17f	
	18a Tax-exempt interest income	18a	
	b Other tax-exempt income	18b	
	c Nondeductible expenses	18c	80.
	19a Distributions of cash and marketable securities	19a	
	b Distributions of other property	19b	
	20a Investment income	20a	
	b Investment expenses	20b	
	c Other items and amounts (attach stmt)		

Form 1065 (2007)

BAA

Form 1065 (2007) SUMMIT TECHNOLOGIES, LLC 20-1478121

Analysis of Net Income (Loss)

1 Net income (loss). Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13d, and 16l. 1 -143,721.

2 Analysis by partner type:	(i) Corporate	(ii) Individual (active)	(iii) Individual (passive)	(iv) Partnership	(v) Exempt organization	(vi) Nominee/Other
a General partners						
b Limited partners	-93,418.					-50,303.

Schedule L Balance Sheets per Books		Beginning of tax year		End of tax year	
		(a)	(b)	(c)	(d)
Assets					
1 Cash			56,048.		78,228.
2a Trade notes and accounts receivable		1,060,609.		72,044.	
b Less allowance for bad debts		24,348.	1,036,261.	23,407.	48,637.
3 Inventories			1,180,235.		
4 U.S. government obligations					
5 Tax-exempt securities			8,262.		
6 Other current assets (attach stmt) SEE ST. 2					
7 Mortgage and real estate loans					
8 Other investments (attach stmt)					
9a Buildings and other depreciable assets		978,739.			
b Less accumulated depreciation		766,151.	212,588.		
10a Depletable assets					
b Less accumulated depletion					
11 Land (net of any amortization)					
12a Intangible assets (amortizable only)					
b Less accumulated amortization			30,377.		
13 Other assets (attach stmt) SEE ST. 3			2,523,771.		126,865.
14 Total assets			1,144,695.		76,808.
Liabilities and Capital					
15 Accounts payable					
16 Mortgages, notes, bonds payable in less than 1 year			39,662.		121,352.
17 Other current liabilities (attach stmt) SEE ST. 4					
18 All nonrecourse loans					
19 Mortgages, notes, bonds payable in 1 year or more			1,360,347.		
20 Other liabilities (attach stmt) SEE ST. 5			-20,933.		-71,295.
21 Partners' capital accounts			2,523,771.		126,865.
22 Total liabilities and capital					

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return
 Note. Schedule M-3 may be required instead of Schedule M-1 (see Instructions).

1 Net income (loss) per books	-50,362.	6 Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize):	
2 Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize):		a Tax-exempt interest \$	93,439.
3 Guaranteed pmts (other than health insurance)		STATEMENT 6	93,439.
4 Expenses recorded on books this year not included on Schedule K, lines 1 through 13d, and 16l (itemize):		7 Deductions included on Schedule K, lines 1 through 13d, and 16l, not charged against book income this year (itemize):	
a Depreciation \$		a Depreciation \$	
b Travel and entertainment \$ 80.		8 Add lines 6 and 7	93,439.
5 Add lines 1 through 4	-50,282.	9 Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5	-143,721.

Schedule M-2 Analysis of Partners' Capital Accounts

1 Balance at beginning of year	-20,933.	6 Distributions: a Cash	
2 Capital contributed: a Cash		b Property	
b Property		7 Other decreases (itemize)	
3 Net income (loss) per books	-50,362.	8 Add lines 6 and 7	
4 Other increases (itemize)		9 Balance at end of year. Subtract line 8 from line 5	-71,295.
5 Add lines 1 through 4	-71,295.		

► Attach to Form 1065.

Employer Identification number

20-1478121

SUMMIT TECHNOLOGIES, LLC

SUMMIT TECHNOLOGIES, LLC									
Part I:	Short-Term Capital Gains and Losses — Assets Held One Year or Less								

[illegible]

2	Short-term capital gain from installment sales from Form 6252, line 26 or 37.....	2	
3	Short-term capital gain (loss) from like-kind exchanges from Form 8824.....	3	
4	Partnership's share of net short-term capital gain (loss), including specially allocated short-term capital gains (losses), from other partnerships, estates, and trusts	4	
5	Net short-term capital gain or (loss). Combine lines 1 through 4 in column (f). Enter here and on Form 1065, Schedule K, line 8 or 11.....	5	

Schedule K, line 8 or 11	
Part II	Long-Term Capital Gains and Losses – Assets Held More Than One Year

Part II. Long-Term Capital Gains and Losses – Assets Held More Than One Year						
6	(a) Description of property (Example: 100 shares of Z Co)	(b) Date acquired (month, day, year)	(c) Date sold (month, day, year)	(d) Sales price (see instructions)	(e) Cost or other basis (see instructions)	(f) Gain or (loss) Subtract (e) from (d)
	GOODWILL/INTANGIBLES	VARIOUS	3/30/07	150,000.	0.	150,000

7	Long-term capital gain from installment sales from Form 6252, line 26 or 37.....	7	
8	Long-term capital gain (loss) from like-kind exchanges from Form 8824.....	8	
9	Partnership's share of net long-term capital gain (loss), including specially allocated long-term capital gains (losses), from other partnerships, estates, and trusts.....	9	
10	Capital gain distributions.....	10	
11	Net long-term capital gain or (loss). Combine lines 6 through 10 in column (f). Enter here and on Form 1065, Schedule K, line 9a or 11.....	11	150,000

Schedule D (Form 1065) 20

Schedule D (Form 1065) 2007

BAA For Paperwork Reduction Act Notice, see the Instructions for Form 1065.

Form **4797**Department of the Treasury
Internal Revenue Service (99)

Sales of Business Property

(Also Involuntary Conversions and Recapture Amounts
Under Sections 179 and 280F(b)(2))

▶ Attach to your tax return. ▶ See separate instructions.

OMB No. 1545-0184

2007Attachment
Sequence No. 27

Name(s) shown on return

Identifying number

20-1478121

SUMMIT TECHNOLOGIES, LLC

1 Enter the gross proceeds from sales or exchanges reported to you for 2007 on Form(s) 1099-B or 1099-S (or substitute statement) that you are including on line 2, 10, or 20 (see instructions) **1** **715,751.**

Part I Sales or Exchanges of Property Used in a Trade or Business and Involuntary Conversions From Other Than Casualty or Theft – Most Property Held More Than 1 Year (see instructions)

2	(a) Description of property	(b) Date acquired (month, day, year)	(c) Date sold (month, day, year)	(d) Gross sales price	(e) Depreciation allowed or allowable since acquisition	(f) Cost or other basis, plus improvements and expense of sale	(g) Gain or (loss) Subtract (f) from the sum of (d) and (e)
	MANUFACTURING AND OTHER FIXED ASSETS						
	VARIOUS	3/30/07		100,000.	766,151.	978,739.	-112,588.

- 3 Gain, if any, from Form 4684, line 39 **3**
- 4 Section 1231 gain from installment sales from Form 6252, line 26 or 37 **4**
- 5 Section 1231 gain or (loss) from like-kind exchanges from Form 8824 **5**
- 6 Gain, if any, from line 32, from other than casualty or theft **6**
- 7 Combine lines 2 through 6. Enter the gain or (loss) here and on the appropriate line as follows: **7** **-112,588.**
Partnerships (except electing large partnerships) and S corporations. Report the gain or (loss) following the instructions for Form 1065, Schedule K, line 10, or Form 1120S, Schedule K, line 9. Skip lines 8, 9, 11, and 12 below.
- Individuals, partners, S corporation shareholders, and all others.** If line 7 is zero or a loss, enter the amount from line 7 on line 11 below and skip lines 8 and 9. If line 7 is a gain and you did not have any prior year section 1231 losses, or they were recaptured in an earlier year, enter the gain from line 7 as a long-term capital gain on the Schedule D filed with your return and skip lines 8, 9, 11, and 12 below.
- 8 Nonrecaptured net section 1231 losses from prior years (see instructions) **8**
- 9 Subtract line 8 from line 7. If zero or less, enter -0-. If line 9 is zero, enter the gain from line 7 on line 12 below. If line 9 is more than zero, enter the amount from line 8 on line 12 below and enter the gain from line 9 as a long-term capital gain on the Schedule D filed with your return (see instructions) **9**

Part II Ordinary Gains and Losses (see instructions)

10 Ordinary gains and losses not included on lines 11 through 16 (include property held 1 year or less):							
BULK SALE OF INVENTORY	VARIOUS	3/30/07	715,751.			974,467.	-258,716.

- 11 Loss, if any, from line 7 **11**
- 12 Gain, if any, from line 7 or amount from line 8, if applicable **12**
- 13 Gain, if any, from line 31 **13**
- 14 Net gain or (loss) from Form 4684, lines 31 and 38a **14**
- 15 Ordinary gain from installment sales from Form 6252, line 25 or 36 **15**
- 16 Ordinary gain or (loss) from like-kind exchanges from Form 8824 **16**
- 17 Combine lines 10 through 16 **17** **-258,716.**
- 18 For all except individual returns, enter the amount from line 17 on the appropriate line of your return and skip lines a and b below. For individual returns, complete lines a and b below:
- a If the loss on line 11 includes a loss from Form 4684, line 35, column (b)(ii), enter that part of the loss here. Enter the part of the loss from income-producing property on Schedule A (Form 1040), line 28, and the part of the loss from property used as an employee on Schedule A (Form 1040), line 23. Identify as from Form 4797, line 18a. See instructions **18a**
- b Redetermine the gain or (loss) on line 17 excluding the loss, if any, on line 18a. Enter here and on Form 1040, line 14 **18b**

Form 4797 (2007)

BAA For Paperwork Reduction Act Notice, see separate instructions.

2007

FEDERAL STATEMENTS

PAGE 1

SUMMIT TECHNOLOGIES, LLC

20-1478121

STATEMENT 1
FORM 1065, LINE 20
OTHER DEDUCTIONS

ADVERTISING.....	\$	10,495.
AUTO AND TRUCK EXPENSE.....		2,400.
BANK CHARGES.....		8,717.
COMPUTER EXPENSE.....		5,065.
CONSULTING.....		42,850.
INSURANCE.....		49,063.
LASERSTAR/ADVANCE.....		16,673.
LEGAL AND PROFESSIONAL.....		28,315.
MEALS AND ENTERTAINMENT.....		80.
MISCELLANEOUS.....		18.
OFFICE EXPENSE.....		4,196.
PAYROLL PROCESSING FEES.....		1,649.
POSTAGE.....		1,863.
SECURITY.....		555.
SUPPLIES.....		13,968.
TELEPHONE.....		15,865.
TESTING AND EQUIPMENT EXPENSE.....		5,116.
TRADE SHOWS AND ASSOCIATION DUES.....		5,752.
TRAVEL.....		3,531.
UTILITIES.....		29,334.
WAREHOUSE EXPENSE.....		4,053.
TOTAL	\$	249,558.

STATEMENT 2
FORM 1065, SCHEDULE L, LINE 6
OTHER CURRENT ASSETS

	BEGINNING	ENDING
PREPAID EXPENSES.....	\$ 8,262.	\$ 0.
TOTAL	\$ 8,262.	\$ 0.

STATEMENT 3
FORM 1065, SCHEDULE L, LINE 13
OTHER ASSETS

	BEGINNING	ENDING
SECURITY DEPOSITS.....	\$ 30,377.	\$ 0.
TOTAL	\$ 30,377.	\$ 0.

STATEMENT 4
FORM 1065, SCHEDULE L, LINE 17
OTHER CURRENT LIABILITIES

	BEGINNING	ENDING
ACCRUED EXPENSES.....	\$ 25,502.	\$ 0.
DUE TO SEAVER TRUST.....	0.	121,352.
WAGES PAYABLE.....	14,160.	0.
TOTAL	\$ 39,662.	\$ 121,352.

2007

FEDERAL STATEMENTS

PAGE 2

SUMMIT TECHNOLOGIES, LLC

20-1478121

STATEMENT 5
FORM 1065, SCHEDULE L, LINE 20
OTHER LIABILITIES

	BEGINNING	ENDING
LINE OF CREDIT PAYABLE.....	\$ 989,476.	\$ 0.
NOTE PAYABLE.....	321,353.	0.
OTHER.....	49,518.	0.
TOTAL	\$ 1,360,347.	\$ 0.

STATEMENT 6
FORM 1065, SCHEDULE M-1, LINE 6
INCOME ON BOOKS NOT ON SCHEDULE K

ACCOUNTS PAYABLE RESERVE INCREASE.....	\$ 60,000.
ALLOWANCE FOR DOUBTFUL ACCOUNTS DECREASE.....	940.
INVENTORY RESERVE ELIMINATED ON SALE.....	32,499.
TOTAL	\$ 93,439.

2007

FEDERAL SUPPORTING DETAIL

PAGE 1

SUMMIT TECHNOLOGIES, LLC

20-1478121

DEDUCTIONS
INTEREST

INTEREST EXPENSE.....	\$	32,227.
NET OF INTEREST INCOME.....		-5,574.
TOTAL	\$	<u>26,653.</u>

BALANCE SHEET (ASSETS/LIABILITIES)
ACCOUNTS PAYABLE

ACCOUNTS PAYABLE.....	\$	136,808.
ACCOUNTS PAYABLE RESERVE.....		-60,000.
TOTAL	\$	<u>76,808.</u>

EXHIBIT “E”

EXHIBIT “E”

IN THE SUPREME COURT OF THE STATE OF NEVADA

LEWIS HELFSTEIN; MADALYN
HELFSTEIN; SUMMIT LASER
PRODUCTS, INC.; AND SUMMIT
TECHNOLOGIES, LLC,
Appellants,


vs.

UI SUPPLIES; UNINET IMAGING,
INC.; AND NESTOR SAPORITI,
Respondents.

No. 56383

FILED

OCT 19 2010

TRACEY K. LINDEMAN
CLERK OF SUPREME COURT
BY  DEPUTY CLERK

ORDER GRANTING MOTION FOR STAY

This is an appeal from a district court order refusing to compel arbitration of crossclaims/third-party claims. Appellants have moved to stay the district court proceedings over those claims pending appeal. Respondents oppose the motion to the extent that it seeks to stay the proceedings only as to the crossclaims/third-party claims; respondents propose that if anything is stayed, the entire proceedings below must be stayed, upon payment of a supersedeas bond.

In determining whether to grant a stay pending appeal, this court generally considers the following factors: (1) whether the object of the appeal will be defeated if the stay is denied; (2) whether appellants will suffer irreparable or serious injury if the stay is denied; (3) whether respondents will suffer irreparable or serious injury if the stay is granted; and (4) whether appellants are likely to prevail on the merits in the appeal. NRAP 8(c). Having considered appellants' motion and respondents' opposition, and appellants' reply in light of these factors, we conclude that the factors militate in favor of a stay. See Mikohn Gaming Corp. v. McCrea, 120 Nev. 248, 251-52, 89 P.3d 36, 38 (2004) (noting that,

in appeals from orders refusing to compel arbitration, "absent a strong showing that the appeal lacks merit or that irreparable harm will result if a stay is granted, a stay should issue to avoid defeating the object of the appeal"). Accordingly, we grant the motion for a stay and hereby stay the district court proceedings in District Court Case No. A587003 as they pertain to the crossclaims/third-party claims. As no judgment has been entered on those claims, no supersedeas bond is required. NRCP 62(d); see generally McCulloch v. Jeakins, 99 Nev. 122, 659 P.2d 302 (1983).

It is so ORDERED.

Cherry J.
Cherry

Saitta J.
Saitta

Gibbons J.
Gibbons

cc: Hon. Elizabeth Goff Gonzalez, District Judge
Foley & Oakes, PC
Kravitz, Schnitzer, Sloane, Johnson & Eberhardy, Chtd.
Eighth District Court Clerk

IN THE SUPREME COURT OF THE STATE OF NEVADA

No.

Electronically Filed
Apr 11 2014 03:39 p.m.
Sharon K. Cline

LEWIS HELFSTEIN; MADALYN HELFSTEIN; SUMMIT LASER TECHNOLOGIES, INC.; AND SUMMIT TECHNOLOGIES, LLC. Clerk of Supreme Court

Petitioners,

vs,

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

Respondent

and,

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

Real Parties in Interest.

Eighth Judicial District Court, Clark County, Nevada
The Honorable Elizabeth Gonzalez, District Judge
The Honorable Elissa Cadish, District Judge

District Court Case No. A-09-587003

PETITIONERS APPENDIX VOLUME III

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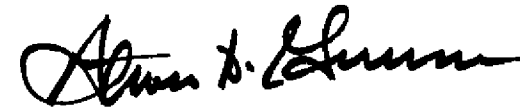
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DEC
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CLERK OF THE COURT

Attorneys for Plaintiffs
Ira and Edythe Seaver Family Trust and
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

**SUPPLEMENTAL DECLARATION
OF IRA SEAVER IN SUPPORT OF
PLAINTIFFS' MOTION TO SET
ASIDE RESCINDED HELFSTEIN
SETTLEMENT AGREEMENT
AND PROCEED ON CLAIMS
AGAINST THEM**

DATE: April 25, 2013

TIME: 8:30 AM

Ira Seaver, under penalty of perjury, hereby declares, as follows:

1. I am a Plaintiff in the above-captioned action, have personal knowledge of the facts set forth herein, except as otherwise indicated, and am competent to so testify.

2. I make this Supplemental Declaration in support of Plaintiffs' Reply Brief for their Motion to Set Aside Rescinded Helfstein Settlement Agreement and Proceed on Claims Against Them.

3. Helfstein replies that the column labeled "Due LH" was an error created by the CFO of UI Supplies. However, he fails to identify that the CFO of UI Supplies is none other than

1 Steven Hecht, who is also the president and CFO of Summit Technologies. Also the document
2 properties of the “smoking gun” document, (also known as “UIS vs. SUMMIT deposits”), it was
3 created by Steven Hecht on April 3, 2007. (See, Exhibit 2 to Plaintiffs’ Motion to Set Aside

4 Rescinded Helfstein Settlement Agreement and Proceed on Claims Against Them.)

5 4. Even if Mr. Hecht made an error by labeling the column “Due LH,” there is no
6 plausible explanation for the need of such a column even if it supposedly was used to designate
7 money due to Summit, because it was money that Summit had collected and is represented in yet
8 another column as well.

10 5. And if the column labeled “Due LH” was an error, it also fails to explain why in
11 the column next to the “Due LH” column labeled “Notes” there is an entry, “JE need to move
12 24k chase to LH,” for which “JE” refers to Journal Entry and there is no journal entry in the
13 books of Summit to support such an action or even a need for such an action unless it was a
14 journal entry in a second set of books.

16 6. Yet more troubling is that under the UI Supplies’ section of the report, money
17 received by Summit is applied to the AR column of UI Supplies which, of course, is only more
18 evidence of a merger and speaks again as to the complexity of the transaction crafted by
19 Helfstein and Hecht.

20 7. During trial evidence was produced that confirmed that UI Supplies was
21 processing invoices from the Summit location prior to the alleged closing date of March 31,
22 2007. The “smoking gun” document reveals that credit card payments for UI Supplies were
23 being processed by Summit after the alleged March 31, 2007 closing date. (See, Exhibit 2 to
24 Plaintiffs’ Motion to Set Aside Rescinded Helfstein Settlement Agreement and Proceed on
25 Claims Against Them.) There is no plausible explanation for Summit to be processing credit card
26 payments for UI Supplies aside from the merger finding, however, it is the merger that allowed
27
28

1 Mr. Helfstein to collect an undisclosed amount equal to the amount of the Accounts Receivable
2 of Summit.

3 8. The best evidence that there were irregularities with the Accounts Receivable
4 (AR) was produced by Saporiti (SAP 00054) (Exhibit 1 attached hereto) which reflects the
5 monies due to UniNet by Summit Laser for products purchased from UniNet (Exhibits 7 to the
6 Plaintiffs' Reply herein). The troubling aspect of this document is that it is a journal of Summit
7 Laser and more precisely "Division 00 Summit Laser". After the merger of 2004 Summit Laser
8 was no longer supposed to be conducting business. Attached is the alleged total accounts
9 receivable of Summit Technologies as of the same date (SAP 00056-000101) (Exhibit 4 to
10 Plaintiff's Reply) totaling \$1,180,734.52 and the amount due by UniNet is not included in that
11 report and is not reflected in the total AR of Summit Technologies. The first section includes
12 "Division 00 Summit" and nowhere in that report is there a "Division 00 Summit Laser". It is
13 two distinctly different AR accounts with one not related to the other. In other words it reflects
14 two sets of books.
15

16
17 9. Further evidence that Summit Laser was in full swing and receiving wire transfers
18 from foreign clients can be found on the attached copies of Summit Laser bank statements for
19 part of 2007 (Exhibit 3 to the Plaintiffs' Reply herein). I received this information in 2011 after
20 Helfstein denied that a \$65,000 payment from the Nevada insurance proceeds of over \$100,000
21 was wired to the Summit Laser bank account. Attached is a series of emails where he initially
22 denies that the money was wired into a Summit Laser account and then admits as much after I
23 provided wire information (Exhibit 2 of Plaintiffs' Motion). Further supporting that there were
24 undisclosed agreements between Saporiti and Summit Laser (versus Summit Technologies) is
25 found on SAP 00046, (Exhibit 5 to Plaintiff's Reply), which is Exhibit F1 of the Asset Purchase
26 Agreement of March 2007 and is described by them as "BANK WIRE INFORMATION". Why
27
28

1 have wire instructions for Summit Laser if it was indeed a company that was not supposed to be
2 operating?

3 10. I am familiar with the MAS 200 software that was in use at Summit as it came
4 from my company during our prior "merger" with Helfstein, who had an older and less powerful
5 version and to make the switch we sent the then expensive server to NY and he made the
6 conversion there. It is easy to operate two companies or even two sets of books as it appears was
7 being done in this case. Rod Conant discovered that Helfstein had set up a scheme of purchasing
8 Summit Technologies product from Summit Laser which was a method of moving a markup to
9 Summit Laser. (But for discovering the smoking gun document, would the pieces of this puzzle
10 have ever come together?)
11

12 11. Helfstein did not cooperate with me in this litigation and, in particular, did not
13 cooperate after the Notice of Rescission. Contrary to Helfstein's testimony at trial I spoke with
14 him regarding the Rescission and sent him an email (copy attached as Exhibit 1 to Plaintiffs'
15 Reply herein). I had also spoke with him regarding the report of Rod Conant and he stated that
16 he did not agree with the report. Due to the problems with the Capital Account, which he did not
17 dispute then, we discussed the return of the \$60,000 and he understood that it would mean he
18 would have to send it back to me and therefore he decided that it was too much trouble to do so,
19 and also represented that he would cooperate with me anyway due to the capital account issues.
20

21 12. Helfstein failed to cooperate when the issue of wrong doing of Robert Freedman
22 was brought before the court. He was asked to provide a declaration in support of our response
23 and declined to do so by stating that the he had addressed the issue during his deposition.
24

25 13. For example, matters as simple as requesting tax returns were met with excuses.
26 Ultimately I was forced to pay a CPA in NY for copies of tax returns. However the CPA who
27 handled the tax returns for 2006 and prior wrote that he did not maintain the records. Likewise
28

1 with copies of the contracts between Helfstein and Saporiti, as the NY lawyer for Summit
2 promised to send us his file copies but he never did, rather eventually sending only a copy of an
3 email that purported to be his proof that he sent the files. When requesting payroll records the
4 small payroll company in NY replied that the file was corrupted.

5
6 14. When attempting to gather information from Helfstein he had a pattern of leaving
7 parts of the information out. As another example, in December 2007 he issued a payment for
8 \$40,000 and explained it to me that it was a penalty for overtime from the State of NY. In 2011 I
9 contacted the State and was informed that there was no such penalty or payment. Helfstein would
10 never provide any proof of where the money went and continued changing his story and
11 eventually explained that it was not a penalty, rather it was a payment to the State so they could
12 issue checks to the employees.

13
14 15. Helfstein failed to cooperate because he failed to reveal the true facts and that
15 conduct continues today.

16
17 16. Helfstein has dealt with the issue of the lopsided capital account by merely
18 changing a negative amount to a positive amount and filing the 2012 K1 with the IRS and
19 providing a copy to me. (See attached, Exhibit 6 to Plaintiffs' Reply.) So, instead of being
20 negative by \$273,524 he is now positive by \$273,524 which is a reversal of \$547,048.

21
22 17. Summit Laser also continued to operate. All business activities with UniNet were
23 conducted by Summit Laser versus Summit Technologies to the detriment of the Seaver family.
24 UniNet had been a long time client of my company before the merger and that activity
25 continued. Helfstein made UniNet into a house account and removed management of the account
26 from the California sales rep who was my former employee. However, that is only the tip of the
27 iceberg. We might never know how many accounts were on the separate AR list as was UniNet.
28 All we know is that clients still made wire transfers to Summit Laser, and in many countries the

1 government controls funds sent out of the country, and sending money to any entity other than
2 the one that sold the product would not be possible.

3 18. When our companies merged in 2004, it was anticipated that the combined sales
4 would be over \$15 million annually. From day one both Helfstein and Hecht had reasons why
5 sales were slow. According to the tax returns, sales in 2004, the year of the merger, the sales for
6 the four months was reported as \$4.1 million, and annualized that would be \$12.3 million. 2005
7 sales were approximately \$10.5 million and in 2006 had dropped to \$9.2 million. Mr. Helfstein,
8 according to Rod Conant had already begun his efforts at managing down the profits of Summit
9 Technologies.
10

11 19. Based upon the evidence that UniNet was not a client of Summit Technologies
12 but rather a client of Summit Laser, and evidence that in 2007 clients that were supposed to be
13 the clients of the merged entities were making payments to Summit Laser, we can only conclude
14 that there were additional sales and accounts receivables that Helfstein diverted into Summit
15 Laser. Curiously there is no documentation from Helfstein or Saporiti as it pertains to the Asset
16 Purchase Agreement and Summit Laser clients.
17

18 20. In short, why have a column that reads "Due LH". There can be any number of
19 reasons based upon some form of agreement that they conjured up. Likely it was a sale of AR by
20 Helfstein to Saporiti. Conant reported that the company was profitable contrary to Helfstein's
21 reports. The reality is that Saporiti took over the companies and, in turn, Helfstein was to receive
22 an amount equal to the influx of accounts receivable collected by Summit so that bills could be
23 paid. If we are to believe Helfstein, he sold the company at "fire sale" prices.
24

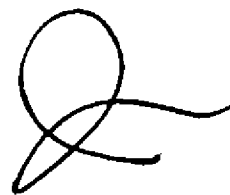
25 21. The better answer is that Saporiti needed production capabilities. Summit had
26 impressive equipment as it was a combination of all of mine and all of Summit Laser equipment.
27 Saporiti wanted to increase his US presence as he was primarily an exporter. Saporiti needed an
28

1 east coast facility as it is better for export to South America, via NY or Florida. If we are to
2 believe Helfstein and Saporiti, the company was sold for peanuts.

3 22. So why did Helfstein sell a profitable company then? His original long term goal
4 was to merge many competitors. After discovering that he could not, he decided it was time to
5 sell and Saporiti was a willing partner, who needed what Helfstein had. What did Lew do
6 immediately after March, 2007? He purchased two apartments across from Central Park and
7 converted them into one. He then purchased what was at the time the most expensive
8 condominium in his area of Florida.
9

10 Further this declarant sayeth naught.

11 Dated this 22nd day of April, 2013.



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13 IRA SEAVER
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I HEREBY CERTIFY that, on the 22 day of April, 2013, and pursuant to NRCP 5(b), I deposited for mailing in the U.S. Mail a true and correct copy of the foregoing Plaintiffs'

Reply in Support of Motion to Set Aside Rescinded Helfstein Settlement Agreement and Proceed on Claims Against Them, postage prepaid and addressed to:

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

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An employee of Cotton, Driggs, Walch,
Holley, Woloson & Thompson

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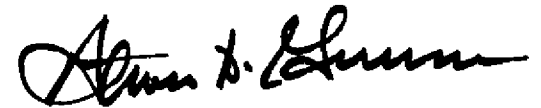
EXHIBIT NO. 1

ACCOUNTS PAYABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED BY INVOICE DATE

DIVISION NO. 00 Summit Laser		H		L		INVOICE		DISCOUNT		CURRENT		16 DAYS		23 DAYS		30 DAYS		42 DAYS	
VEIS	INVOICE NO.	INVOICE	DUE	DSCNT	D	BALANCE	AMOUNT												
VU003	UniNet Imaging Inc																		
73695	02/21/07	03/23		N		1,565.00	.00									1,565.00			
73856	02/21/07	03/23		N		1,000.00	.00									1,000.00			
73858	02/23/07	03/25		N		730.00	.00									730.00			
74217	02/27/07	03/29		N		2,400.00	.00									2,400.00			
74893	03/09/07	04/08		N		2,700.00	.00			2,700.00									
75117	03/13/07	04/12		N		2,150.00	.00			2,150.00									
75154	03/13/07	04/12		N		552.20	.00			552.20									
75389	03/19/07	04/18		N		265.00	.00		265.00										
75435	03/16/07	04/15		N		2,100.00	.00		2,100.00										
75515	03/20/07	04/19		N		5,805.00	.00		5,805.00										
75537	03/16/07	04/15		N		1,375.00	.00		1,375.00										
75563	03/21/07	04/22		N		945.00	.00		945.00										
75644	03/21/07	04/20		N		376.65	.00		376.65										
75766	03/22/07	04/21		N		495.00	.00		495.00										
75771	03/21/07	04/20		N		1,960.00	.00		1,960.00										
76016	03/27/07	04/26		N		376.65	.00		376.65										
76017	03/23/07	04/22		N		1,000.00	.00		1,000.00										
76162	03/27/07	04/26		N		2,820.00	.00		2,820.00										
76340	03/30/07	04/29		N		637.50	.00		637.50										
VENDOR VU003 TOTALS:						29,253.00	.00		18,155.80	5,402.20	.00				5,695.00	.00			
DIVISION 00 TOTALS:						29,253.00	.00		18,155.80	5,402.20	.00				5,695.00	.00			
REPORT TOTALS:						29,253.00	.00		18,155.80	5,402.20	.00				5,695.00	.00			

4/3/07



CLERK OF THE COURT

ROPP

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*Attorneys for Plaintiffs
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**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.: A-09-587003
Dept. No.: XI

**PLAINTIFFS' REPLY IN SUPPORT OF
MOTION TO SET ASIDE RESCINDED
HELFSTEIN SETTLEMENT
AGREEMENT AND PROCEED ON
CLAIMS AGAINST THEM**

Date: April 25, 2013

Time: 8:30 A.M.

Plaintiffs hereby Reply to the Opposition filed by the Helfstein defendants to their pending Motion to Set Aside their Rescinded Settlement Agreement and allow plaintiffs to proceed on the claims originally alleged herein against them.

1 POINTS AND AUTHORITIES

2 I.

3 INTRODUCTORY STATEMENT

4 The Helfstein defendants oppose plaintiffs' pending motion on basically two separate (or
5 "alternative") grounds: (1) that the motion is time barred under NRCP 60(b)(3); or (2) that the
6 "motion lacks merit" because (a) "plaintiffs have not established fraud by clear and convincing
7 evidence," (b) plaintiffs have not paid the \$60,000 settlement funds back to the Helfsteins,
8 (c) plaintiffs are guilty of laches, and (d) this Court does not have personal jurisdiction over the
9 Helfsteins. With all due respect, not one of these arguments should prevent this Court from
10 adjudicating this pending motion in favor of plaintiffs. Any other result simply means that Mr.
11 Helfstein got away with perpetrating a fraud on plaintiffs and this Court.

12 Indeed, Mr. Helfstein's fraud here is fundamentally still ongoing because he indisputably
13 maintained two separate sets of books for the Summit Companies, one to enrich himself and one
14 by which he stole Mr. Seaver blind. Plaintiffs have indisputably presented a *prima facie* case of
15 as much, contrary to Mr. Helfstein's arguments, including the Declaration and Exhibits attached
16 to the original motion and this Reply brief, as well as the evidence adduced at the Uninet
17 defendants' trial. Plaintiffs are simply requesting at this time the opportunity to present their
18 "clear and convincing evidence" of the fraud Mr. Helfstein perpetrated upon them and this Court.
19 Mr. Helfstein commenced this fraud during his operation of the Summit Companies while both
20 he and Mr. Seaver owned them. Mr. Helfstein continued to perpetrate that fraud in the sale of
21 those companies to, or their merger with, the Uninet defendants. But for the discovery
22 conducted by plaintiffs in this case, Mr. Helfstein would have gotten away with this fraud and,
23 given the arguments set forth in his opposition to this pending motion, he still intends to get
24 away with it. Significantly, this fraud by Mr. Helfstein includes testifying falsely at trial before
25 this Court, meaning he perjured himself in many instances.¹ Incredibly, Mr. Helfstein's

26
27 ¹ For example, as this Court may recall, Mr. Helfstein testified under oath that he was not even
28 aware that plaintiffs had rescinded their Settlement Agreement with him. Attached hereto as
Exhibit 1 is a copy of an email from Mr. Seaver to Mr. Helfstein by which he was informed of
that rescission in January, 2011. (See also, Supplemental Declaration of Ira Seaver attached

1 explanation to this Court of the “due LH” column (in his second set of books,) is that it was a
2 mistake by Mr. Hecht. As this Court may recall, however, Mr. Hecht (in his capacity as Chief
3 Financial Officer) helped Helfstein carry out this fraud.

4 As set forth in the Supplemental Declaration of Ira Seaver attached hereto, he is still
5 basically trying to figure out how Mr. Helfstein perpetrated this fraud on his family and this
6 Court. Every time Mr. Seaver gets close, Mr. Helfstein redirects him. For example, attached
7 hereto as Exhibit 2 is an email string between Mr. Seaver and Mr. Helfstein by which Mr.
8 Helfstein “absolutely” denied that a \$65,000 wire from Laser Star in March, 2007, went into
9 Summit Laser’s account as opposed to that of Summit Technologies. Attached hereto as
10 Exhibit 3 is a copy of the JP Morgan Chase bank records for Summit Laser which show a
11 \$65,000 wire transfer deposit on March 21st into that account, contrary to Mr. Helfstein’s
12 express representation to Mr. Seaver. Mr. Helfstein is simply an inveterate liar as well as a
13 sophisticated New York attorney. He does not think for one moment that Mr. Seaver will ever
14 get to the bottom of his fraud here.

15 As to the “smoking gun document” produced at trial, Mr. Helfstein’s blithe explanation
16 that the “due LH” column was simply a mistake is also belied by the irregularities in the
17 Accounts Receivable reports produced by Mr. Saporiti in this case, a portion of which are
18 attached hereto collectively as Exhibit 4. This (Exhibit 4) is not a journal of Summit
19 Technologies as Mr. Helfstein would have Mr. Seaver and this Court believe, but rather is the
20 journal of Summit Laser and more precisely, “Division 00 Summit Laser.” The total Accounts
21 Receivable of Summit Technologies at that time was \$1,180,734.52 and, just as important, the
22 amount due by Uninet is not included in that report and is not reflected in the total Accounts
23 Receivable of Summit Technologies. This Court should note the first section includes “Division
24 00 Summit” and nowhere in this report is there a “Division 00 Summit Laser.” In short, there are
25 two distinctly different sets of accounts receivable here, and one is obviously not related to the
26 other, i.e., two sets of books were maintained by Mr. Helfstein and Mr. Hecht. For example

27 _____ (continued)
28 hereto.)

1 (again), attached hereto as Exhibit 5 is the "Bank Wire" information associated with the
2 Summit/Uninet merger/transaction. Summit Laser Products' bank account is included in this
3 document although it was supposedly no longer operating at that time.

4 Furthermore, it can hardly be argued by Mr. Helfstein that he cooperated with Mr. Seaver
5 as his Settlement Agreement required when he perjured himself before this Court. At the end of
6 the day, fraud is the ultimate claim and defense under American jurisprudence – thus requiring a
7 clear and convincing evidence standard – and always an exception to any language to the
8 contrary in any settlement document and, when still ongoing, hardly one for which limitations
9 may be reasonably tolled. In other words, because this fraud continues to this day as set forth in
10 the Supplemental Declaration of Ira Seaver attached hereto, plaintiffs pending motion is not time
11 barred nor are they guilty of laches here. Perhaps the most compelling anecdotal evidence of Mr.
12 Helfstein's fraud – that which always interests the IRS – is that he supposedly sold an
13 unprofitable company to Mr. Saporiti for peanuts, yet as set forth in the Supplemental
14 Declaration of Mr. Seaver attached hereto, he purchased two apartments in New York City
15 across from Central Park and converted them into one apartment (which we all know is some of
16 the most expensive real estate on the planet), as well as purchased one of the most expensive
17 condominiums (at that time) in Florida. The point here is simple; Mr. Helfstein lied to Mr.
18 Seaver all along, continued to lie to Mr. Seaver *vis a vis* the trial before this Court (thereby
19 committing perjury), and continues to lie to this day. This Court should simply not let him get
20 away with it, with all due respect.²

21 //

22 //

23 ² Also troubling to this writer is whether opposing counsel were aware or ever knew about this
24 fraud by Mr. Helfstein, specifically Mr. Schnitzher and Mr. Lee. As also set forth in the
25 Supplemental Declaration of Ira Seaver attached hereto, he believes that Mr. Helfstein was the
26 one behind the filing of a Bar complaint against Mr. Freedman in the middle of this case in order
27 to prevent discovery of this fraud. By way of example, attached hereto as Exhibit 6 is a copy of
28 the K-1 between Summit Technologies and Summit Laser which was generated on March 13,
2013, and which shows that the capital account of Summit Laser Products went from a negative
\$273,524 to a positive \$273,524, meaning the number never changed, just the tax consequence.
Tax experts refer to this as "seasoning" the record or trail, if you will, meaning so that the IRS
cannot pick up on it in the future. Suffice it to say, Mr. Helfstein is a master at fraud.

1 II.

2 FRAUDS PERPETRATED UPON THE COURT ARE NOT TIME
3 BARRED UNDER NRCP 60(b).

4 Again, in furtherance of perpetrating this fraud upon the Seaver family, Mr. Helfstein
5 also perpetrated a fraud upon the Court when he testified at the Uninet trial. Not only did Mr.
6 Helfstein perjure himself more than once, but he falsely testified to the Court that the Summit
7 Companies were losing money when he decided to sell them to Mr. Saporiti in 2007 and,
8 therefore, he could only command a “fire sale (or) bargain basement” price for them. Mr.
9 Helfstein’s now clear nefarious purpose for doing so was to convince Mr. Seaver and this Court
10 that Mr. Seaver was entitled to no more than \$60,000 from him for his interest in the Summit
11 Companies, and no more than another corresponding \$120,000 from Mr. Saporiti. In short, Mr.
12 Helfstein and Mr. Saporiti attempted to convince this Court that Mr. Seaver’s interest in the
13 Summit Companies was worth no more than \$180,000 in total. Not only was this not the case,
14 as Mr. Seaver obtained a much more substantial judgment against Mr. Saporiti for his interest in
15 the Summit Companies at trial, but Mr. Saporiti ultimately settled his claims with Mr. Seaver.³

16 Furthermore, plaintiffs’ pending motion seeks relief under NRCP 60(b) as well as
17 subdivision (3) of that rule. Because Mr. Helfstein’s fraud is ongoing, it is plaintiffs’ position
18 that the six month period of time has yet to even commence running under NRCP 60(b)(3).
19 Irrespective of this issue, this Court may still grant relief to plaintiffs as they have requested in
20 their pending motion, pursuant to NRCP 60(b). In fact, Mr. Helfstein has the proverbial ‘cart
21 before the horse’ here in that this Court has even yet to hold an evidentiary hearing to determine
22 whether a fraud was perpetrated upon it by Mr. Helfstein at the Uninet trial.

23 “A party seeking to vacate a final judgment based upon fraud upon the Court
24 bears a heavy burden. It is only after a proper hearing in which the fraud has been
25 established by clear and convincing evidence that relief can be granted. Even
26 then, the motion is addressed to the sound discretion of the trial court.

26 ...

27 ³ As Mr. Seaver has settled with Mr. Saporiti, nothing further will be said here about Mr.
28 Saporiti’s co-conspiratorial efforts with Mr. Helfstein to perpetrate a fraud upon Mr. Seaver and
this Court.

1 Federal authority holds that there is no time limit on setting aside a judgment on
2 the basis of fraud on the court, nor can laches bar consideration of the matter.
3 Other authority suggests due diligence is required, at least in discovering the
4 underlying facts. Our Nevada cases have held that a party who seeks relief from a
5 judgment based on fraud upon the court is not subject to NRCP (60)(b)'s six
6 month limitation period and that there is no time limitation." (Citations omitted.)

7 See, *NC-DSH, Inc., v. Garner*, 125 Nev. 647, 861, 218 P.3rd 853 (2009), (not only is this
8 case controlling here on the issues raised by Mr. Helfstein under NRCP (60)(b), but also on the
9 defense of laches he asserts here, too.)

10 III.

11 PLAINTIFFS' PENDING MOTION IS NOT BARRED BY THE DOCTRINE 12 OF LACHES AS THEY HAVE BEEN DILIGENT IN SEEKING AN 13 EVIDENTIARY HEARING AND ORDER TO SET ASIDE THEIR 14 RESCINDED SETTLEMENT AGREEMENT WITH MR. HELFSTEIN.

15 On July 10, 2012, This Honorable Court determined that, in order to fully consider the
16 merits of the Uninet defendant's Motion to Alter or Amend Judgment filed last year, herein, an
17 evidentiary hearing had to be held on the issue of whether plaintiffs may rescind their Settlement
18 Agreement with the Helfstein defendants. (See Order filed herein on August 8, 2012.) In fact,
19 this Court also determined that limited discovery was necessary beforehand to do so, and it
20 allowed the parties 60 days to conduct such discovery. A status check hearing was accordingly
21 set for September 20, 2012, so that an evidentiary hearing date could be set then. To that end, on
22 September 25, 2012, this Court set a two to three day evidentiary hearing for its November 13,
23 2012, trial stack. At the calendar call for that evidentiary hearing, plaintiffs and the Uninet
24 defendants advised the Court that they were working on a Settlement Agreement. More
25 importantly here, meaning for purposes of plaintiffs and the Uninet defendants reaching a
26 settlement, it was not necessary for this Court to determine whether plaintiffs may rescind their
27 Settlement Agreement with the Helfstein defendants.

28 Ultimately, a Settlement Agreement was executed by the Uninet defendants and plaintiffs
on or about February 8, 2013. The very next month, on March 25, 2013, plaintiffs filed the

1 instant motion to set aside their Settlement Agreement with the Helfstein defendants. Needless
2 to say, plaintiffs have not been guilty of laches in doing so as Mr. Helfstein argues to this Court.
3 Indeed, like the defendants in *NC-DSH, Inc., v. Garner, supra*, at 862, Mr. Helfstein has not
4 shown or even argued any prejudice whatsoever as a consequence of plaintiffs filing this pending
5 motion at this time. In other words, because Mr. Helfstein has not alleged any prejudice, he
6 cannot maintain a defense of laches to plaintiffs' pending motion. *Id.*

7 IV.

8 PLAINTIFFS HAVE PRESENTED A PRIMA FACIE CASE OF FRAUD UPON
9 THIS COURT BY MR. HELFSTEIN AND THEY SHOULD BE GRANTED
10 THE OPPORTUNITY TO PROVE AS MUCH BY CLEAR AND
11 CONVINCING EVIDENCE AT AN EVIDENTIARY HEARING.

12 Mr. Helfstein's opposition is correct about one thing, he has never been required to
13 account for his fraudulent conduct before this Court, and he clearly does not intend to do so
14 anytime soon. It's almost as if he is saying, "ha ha, you can't touch me now." Mr. Seaver
15 settled with Mr. Helfstein prior to Mr. Conant's expert report, but before Mr. Helfstein even
16 answered the Complaint herein (which is why plaintiffs' pending motion to reopen this case is
17 necessary, *inter alia*). The Nevada Supreme Court ruled that any issues between Mr. Saporiti
18 and Mr. Helfstein had to be addressed in New York and not here. The Nevada Supreme Court
19 never ruled that Mr. Helfstein was not subject to the jurisdiction of this Court here with respect
20 to Mr. Seaver. On the contrary, Mr. Helfstein has clearly submitted, personally and generally, to
21 the personal jurisdiction of this court by virtue of his prior conduct and contacts in Nevada,
22 which issue is more fully addressed, *infra*.

23 As for the procedural posture of this case now, plaintiffs are simply requesting that this
24 Court allow them to proceed on their claims against the Helfsteins as they would have done but
25 for the settlement they were fraudulently induced into by them. It doesn't have to be expensive
26 or time consuming, meaning Mr. Helfstein can simply answer the Complaint, the Court can
27 allow some brief discovery, and then set the matter for a one or two day trial. To that end, this
28 motion is directed to this court for such a "proper" evidentiary hearing. *Id.* at 860-61.

V.

PLAINTIFFS' FAILURE TO RETURN THE SETTLEMENT FUNDS OF \$60,000 IS
NOT AN ABSOLUTE BAR TO THEIR RESCISSION OF THEIR SETTLEMENT
AGREEMENT WITH MR. HELFSTEIN.

Generally, failure to return the consideration may not allow one to rescind the agreement under which it was; however, the Nevada Supreme Court, "recognizes that this general rule may not apply where the defendant is guilty of fraud". See, *Bergstrom v. Estate of DeVoe*, 109 Nev. 575, 862 f.n. 1, 854 P.2nd 860 (1993) ("however, we are unable to conclude that *Bergstrom* committed fraud and thus we need not reach this issue" here.) See, also, *Village Northridge Home Owners Association v. State Farm*, 237 P.3rd, 598 (Cal 2010) (financial inability to return settlement funds on a rescinded settlement agreement is also an exception to the general rule).

In summary, this Court should also consider this issue at an evidentiary hearing, meaning whether plaintiffs are barred from rescinding their Settlement Agreement with the Helfstein defendants because they did not return the \$60,000 settlement funds to them. If this Court finds that Mr. Helfstein committed fraud, this issue is moot, meaning plaintiffs were not required to return the settlement funds in order to rescind their Settlement Agreement. If this Court finds that there was not fraud, then there is no basis for plaintiffs to return those settlement funds to the Helfsteins in the first place. Alternatively, if this Court finds this issue particularly troubling, plaintiffs have no objection to depositing \$60,000 with the Clerk of this Court pending the outcome of their evidentiary hearing.

VI.

THE HELFSTEINS ARE GENERALLY AND SPECIFICALLY SUBJECT TO
THE PERSONAL JURISDICTION OF THIS COURT BY VIRTUE OF THEIR
PRIOR CONTACTS WITH THE STATE OF NEVADA AND CONDUCT IN
THIS CASE.

With all due respect, not only did Mr. Helfstein fail to preserve this issue, but it would appear this is the first time he has raised it with these plaintiffs. Be that as it may, the argument really makes no sense and, should this Court think it holds any water at this time in this case, be only considered at an evidentiary hearing as plaintiffs have requested in their pending motion.

1 Indeed, it is undisputed that the Helfsteins operated the Summit Companies in the State of
2 Nevada for many years; Mr. Helfstein negotiated a Settlement Agreement for a lawsuit against
3 him in this state and subject to its laws; and Mr. Helfstein has accordingly received the benefits
4 of the laws and forum of the great State of Nevada, (yet he still claims he is not subject to its
5 jurisdiction generally or specifically). No matter, neither personal jurisdiction argument by Mr.
6 Helfstein holds water here.

7 “General jurisdiction (occurs) where a defendant is held to answer in a forum for causes
8 of action unrelated to his forum activities.” *Baker v. 8th Judicial District Court*, 116 Nev. 527,
9 531-32, 999 P.2d 1020 (2000). “General jurisdiction over the defendant is appropriate where the
10 defendant’s forum activities are so substantial or continuous and systematic that it may be
11 deemed present in the forum”. *Id.* Again, in the case at bar, Mr. Helfstein operated the Summit
12 Companies here for years, came to this jurisdiction personally more than once to do so, and has
13 certainly benefitted from the laws and forum of Nevada.

14 “A court has specific jurisdiction over a defendant in instances where: (1) the defendant
15 purposely establishes contact with the forum state and affirmatively directs his conduct towards
16 the state, and (2) the cause of action arises from such purposeful contact with the forum.” *Id.* at
17 533.

18 “Factors to consider in determining whether assuming personal jurisdiction is
19 reasonable include: (1) the burden on the defendant of defending the action in the
20 foreign forum; (2) the forum state’s interest in adjudicating the dispute; (3) the
21 plaintiff’s interest in obtaining convenience and effective relief; (4) the interstate
22 judicial system’s interest in obtaining the most efficient resolution of controversy;
23 and (5) the shared interest of the several states in furthering fundamental
24 substantial social policies.” (Citations omitted.)

25 See, *Consipio Holding, BV v. Carlberg*, 2012 Nev. LEXIS 85, 282 P.3d 751 (2012).

26 VII.

27 CONCLUSION

28 For these reasons, plaintiffs respectfully request that this Court set an evidentiary hearing
on the issue of their rescission of their Settlement Agreement with the Helfstein defendants -- as

1 defendants in the meantime – as well as for any other relevant issues including those raised by
2 Mr. Helfstein and addressed herein above.

3 Dated this 25th day of April, 2013.

4 **COTTON DRIGGS, WALCH/
5 HOLLEY, WOLOSON & THOMPSON**

6
7 **JEFFREY R. ALBERGUS, ESQ.**
8 Nevada State Bar No. 0000
9 400 South Fourth Street, Third Floor
10 Las Vegas, Nevada 89101

11 *Attorneys for Plaintiffs Ira and Edythe Seaver*
12 *Family Trust and Circle Consulting*
13 *Corporation*

1
2 I HEREBY CERTIFY that, on the 25th day of April, 2013, and pursuant to NRCP 5(b), I
3 deposited for mailing in the U.S. Mail a true and correct copy of the foregoing Plaintiffs' Reply
4 in Support of Motion to Set Aside Rescinded Helfstein Settlement Agreement and Proceed on
5 Claims Against Them, postage prepaid and addressed to:

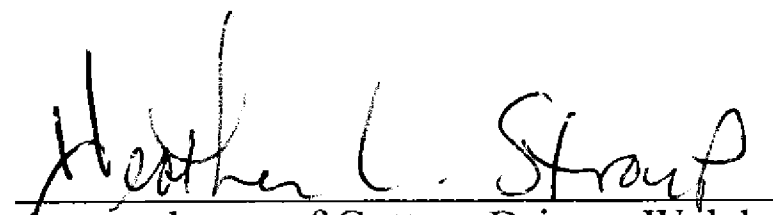
6 Mr. Ira Seaver
7 2407 Ping Drive
8 Henderson, NV 89074
In Proper Person

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21 Foley & Oakes
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Las Vegas, NV 89109
*Attorneys for Lewis Helfstein, Madelyn
Helfstein, Summit Laser Products, Inc., and
23 Summit Technologies, LLC.*

24 
25 An employee of Cotton, Driggs, Walch,
Holley, Woloson & Thompson
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EXHIBIT NO. 1

Subj: **Notice of recission**
Date: 1/21/2011 1:16:26 P.M. Pacific Daylight Time
From: Iseaver@aol.com
To: lew@helfstein.com
CC: asm@pryormandelup.com

Lew, letting you know that a notice of rescission was filed and sent to Oakes. Since he previously stated that he forgot to send something to me for three weeks I thought you might want to know sooner, just in case.

Ira

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EXHIBIT NO. 2

Subj: **RE: Laserstar / Summit**
Date: 12/16/2010 4:50:30 P.M. Pacific Daylight Time
From: lew@helfstein.com
To: Iseaver@aol.com

— Absolutely not!

From: Iseaver@aol.com [mailto:Iseaver@aol.com]
Sent: Thursday, December 16, 2010 6:48 PM
To: lew@helfstein.com
Cc: bob@ambrosiobellotti.com
Subject: Re: Laserstar / Summit

— Is it possible that there was an error and it went to Summit Laser?

Ira

In a message dated 12/16/2010 3:37:05 P.M. Pacific Standard Time, lew@helfstein.com writes:

Yes, it was a paydown of a loan that originated from Summit to Laserstar.

From: Iseaver@aol.com [mailto:Iseaver@aol.com]
Sent: Thursday, December 16, 2010 6:33 PM
To: lew@helfstein.com
Cc: bob@ambrosiobellotti.com
Subject: Laserstar / Summit

Lew,

I am trying to button down some details so that we can amend our 2007 personal income tax return. As you can imagine it is moving slowly.

Are you able to verify for me that the proceeds of the \$65,000 wire from Laserstar in March 2007 went into an account of Summit Technologies LLC?

Thank you,

Ira

Monday, April 15, 2013 AOL: Iseaver

PA000543

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EXHIBIT NO. 3



Fax cover sheet

Date/Time:
01-18-2011
11:44:16 AM

Number of pages including this cover sheet:
29

If you do not receive a clear transmission, please call:

- | | |
|--------------------------------|----------------------------------|
| - Consumer Service Center | - 1-800-935-9935 |
| - Business Service Center | - 1-800-242-7338 |
| - Treasury Services/Commercial | - 1-888-434-3030 Select Option 5 |
| - Hearing Impaired | - 1-800-242-7383 |
| - Consumer Para Espanol | - 1-877-312-4273 |
| - Business Para Espanol | - 1-888-622-4273 |
| - International Calls | - 1-713-262-1679 |

Deliver to:

Name:

SUMMIT LASER
PRODUCTS INC

Fax number:

631-206-9231

Message:

We received your recent request related to your account, and we are faxing the information that you asked us to send. Any applicable fees for this service will appear on your next statement.

If you have any questions about this information, please call us at any of the toll-free telephone numbers above.

Thank you for choosing Chase.

Sincerely,

Customer Service

Confidentiality Notice: This transmission is intended for the use of the individual or entity to which it is addressed. This transmission may contain information that is confidential or privileged under law. If you are not the intended recipient, you have received this in error and you are hereby notified that retention, dissemination, distribution, copying, or use of the information contained in this transmission (including any reliance thereon) is strictly prohibited. If you received this transmission in error, please notify the sender immediately by telephone and destroy the original. Thank you.

Jan 18

Page 2 of 29

2011



JPMorgan Chase Bank, N.A.
 Northeast Market
 P O Box 260180
 Baton Rouge, LA 70826-0180

March 01, 2007 through March 30, 2007

Primary Account: 000231501961765

CUSTOMER SERVICE INFORMATION

WebSite: www.Chase.com
 Service Center: 1-800-242-7338
 Hearing Impaired: 1-800-242-7383
 Para Espanol: 1-888-622-4273
 International Calls: 1-713-262-1679



00024918 DDA 802 1A 09407 - NYN 1 000000052 D4 0000

SUMMIT LASER PRODUCTS INC
 95 ORVILLE DR
 BOHEMIA NY 11716-2501



000249180501400002215

CONSOLIDATED BALANCE SUMMARY

ASSETS

	ENDING BALANCE PRIOR PERIOD	ENDING BALANCE THIS PERIOD
Checking		
Chase BusinessCustom Checking 000231501961766	\$79,859.70	\$136,820.89
Chase BusinessCustom Checking 000231501961765	5,197.11	4,836.71
Chase BusinessCustom Checking 000825605325165	3,284.32	3,871.98
Total	\$88,341.13	\$145,529.58
TOTAL ASSETS	\$88,341.13	\$145,529.58

All Summary Balances shown are as of March 30, 2007 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.



March 01, 2007 through March 30, 2007

Primary Account: 1-234-5678

BALANCING YOUR CHECKBOOK

Use the following worksheet to reconcile your checking account.

Mark in your checkbook all additions and subtractions reported on your statement.

1. Write in the ending balance shown

on this statement \$ _____

2. List all deposits and other additions

(such as transfers) not shown on this statement
and add the total to the ending balance.

Total all deposits and additions + \$ _____

3. List all withdrawals and other subtractions

(such as outstanding checks and banking card transactions) not shown on this statement. Then subtract this total from the ending balance.

Check Number	Date	Amount

Total all withdrawals and subtractions - \$ _____

4. This total should match the current balance in your checkbook

= \$ _____

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Telephone or write the bank (Consumer phone # and address on front of statement) and non-consumers contact Customer Service if you think your statement is wrong, or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, we must hear from you no later than 30 days after the statement was made available to you. For more complete details, see the account rules and regulations that govern your account.

BILLING RIGHTS SUMMARY

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL: If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address listed on the front of your statement as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error; if you need more information, describe the item you are unsure of
- Your signature and the date

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

SPECIAL RULE FOR CREDIT CARD PURCHASES: If you have a problem with the quality of goods or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.)



Member FDIC

2011



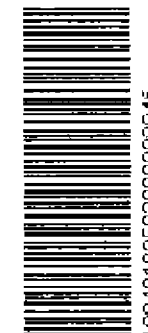
March 01, 2007 through March 30, 2007

Primary Account: 000231501961766

CHASE BUSINESSCUSTOM CHECKING

SUMMIT LASER PRODUCTS INC

Account Number: 000231501961766



10249180502000000045

CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$79,859.70
Deposits and Additions	51	585,911.54
Electronic Withdrawals	8	- 524,000.00
Other Withdrawals, Fees & Charges	2	- 4,950.35
Ending Balance	61	\$136,820.89

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
03/01	Deposit	\$13,428.40
03/01	Deposit	208.00
03/02	Deposit	13,872.50
03/05	Deposit	33,246.05
03/06	Book Transfer Credit B/O: Bank Hapoalim B M Tel Aviv Israel Org:/9126000653102 Toam Import And Export Agriculturalref:/Inv/0253500-IN/Chgs/USD27,00/ Trn: 1500400064Js	19,981.00
03/06	Chips Credit Via: Deutsche Bank Trust CO America/0103 B/O: Kenneth Onyeiwu Nigeria Ref: Nbnf=Summit Laser Products Inc Bohemia, NY 11716/Ac-000002315019 Org=Kenneth Onyeiwu Nigeria Ogb=United Bank For Africa Lagos Nigeria Bssn: 0167353 Trn: 2915900065Fc	1,333.00
03/06	Deposit	1,408.25
03/07	Deposit	22,840.06
03/07	Deposit	312.11
03/08	Fed Wire Credit Via: Hsbc Bank USA/021001088 B/O: Lasemax (Hk) Ltd 70-72 Connaught Road West Ref: Chase Nyc/Ctr/Bnf=Summit Laser Products Inc Bohemia, NY 11716/Ac-000002315019 Rfb=O/B Hsbc USA Obi=Payment of Inv 0254462-IN (PO 3466) Imad: 0308B1Q8984C000710 Trn: 0032502067Ff	1,167.50
03/08	Deposit	3,834.82
03/08	Deposit	824.25
03/09	Deposit	17,897.85
03/12	Book Transfer Credit B/O: UBS Ag Zurich Switzerland 8021 - Org: Pelikan Hardcopy Prod Ag Leestrasse 1 Ref: 0253633-IN/Chgs/USD18,00/Ocm/USD5030,/Bnf/Summit Laser Products Formerlychenesko Produc Orville DR. 95 NY 11716 Bohemia Trn: 4333300071Fs	5,012.00
03/12	Fed Wire Credit Via: Bank of New York/021000018 B/O: Lalitha Rajakumar Old Guildford 2161 Ref: Chase Nyc/Ctr/Bnf=Summit Laser Products Inc Bohemia, NY 11716/Ac-000002315019 Rfb=O/B Bk of Nyc Obi=Aba 021000021 Bbi=/Bnf/Less Fees Imad: 0312B1Q8151C000449 Trn: 0015714071Ff	3,199.66

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March 01, 2007 through March 30, 2007

Primary Account: 601111111111

DEPOSITS AND ADDITIONS (continued)

DATE	DESCRIPTION	AMOUNT
03/12	Deposit	26,572.17
03/12	Deposit	1,782.40
03/13	Book Transfer Credit B/O: Nedbank Limited Johannesburg South Africa 2000 - Org:/1913246493 K C Imaging Supplies Co Ref:/Roc/Imports/Chgs/USD32,00/Bnf/231501961766 Summit 95 Orville Drive Bohemia New York Trn: 1867500072Js	18,002.51
03/13	Fed Wire Credit Via: Bank of New York/021000018 B/O: Summit Laser Uk Limited Stockport Ref: Chase Nyc/Ctr/Bbk=Summit Laser Products Inc Bohemia, NY 11716/Ac-000002315019 Bnf=Summit Technologies Llc United States Rfb=O/B Bk of Nimad: 0313B1Q8154C000512 Trn: 0017609072Ff	9,975.00
03/13	Book Transfer Credit B/O: Raiffeisen Zentralbank Vienna 1030 Austria Org:/568120000012470 Blizanci Doo Ogb: Balkan Investment Bank Bana Milosavljevica 8 Ref:/Inv/0165584 Dd 05/03/07/Ocmt/USD4957,82/ Trn: 8336700072Fs	4,957.82
03/13	Deposit	1,592.70
03/14	Deposit	8,624.70
03/15	Book Transfer Credit B/O: Bank Hapoalim B M Tel Aviv Israel Org:/9126000653102 Toam Import And Export Agriculturalref:/Inv/253732-IN/Chgs/USD27,00/Bnf/231501961766 Summit Technologies Llc 95 Orville Drive Bohemia, NY 11716 U.S.A. Trn: 3376700074Js	18,035.00
03/15	Book Transfer Credit B/O: JPMorgan Chase Bank, London London United Kingdom Ec2P 2Hd Org:/110148324 Cartridge World Ltd Ref: 0253776 0254327 0 Summit Laser Technologies Llc 95 Orville Drive/Ocmt/USD9959,15/ Trn: 7624000074Fr	9,959.15
03/15	Deposit	33,441.50
03/16	Deposit	14,567.11
03/19	Chips Credit Via: Deutsche Bank Trust CO America/0103 B/O: Achillea D.O.O. Croatia Ref: Nbnf=Summit Laser Products Inc Bohemia NY 11716/Ac-000002315019 Org=/Hr4241150081132000242 Croatia Ogb=/04422534 Savska Cesta 131,10000Ssn: 0232266 Trn: 4183300078Fc	5,706.10
03/19	Book Transfer Credit B/O: AL Rajhi Bank Riyadh Saudi Arabia 11411 Org: Dar AL Kawn Saudi Est AL Riyadh-11457-029427 Ref: Purchase of Goods/Chgs/USD20,50/ Trn: 2444900078Js	2,908.50
03/19	Fed Wire Credit Via: Bank of America N.A./026009593 B/O: P.M.Caroline S.R.O. 755 01 Cz Ref: Chase Nyc/Ctr/Bnf=Summit Laser Products Inc Bohemia NY 11716/Ac-000002315019 Rfb=6Cp357140411602 Obi=Order No: 0165998 Bbi=/Ocmt/USD454Imad: 0319B6B7Hu5R000154 Trn: 0004301078Ff	454.50
03/19	Deposit	46,927.21
03/19	Deposit	7,904.75
03/20	Fed Wire Credit Via: Hsbc Bank USA/021001088 B/O: K.P. Moked Office Machinery Ltisrael Ref: Chase Nyc/Ctr/Bnf=Summit Laser Products Inc Bohemia NY 11716/Ac-000002315019 Rfb=Inv(S) 254236+25 Obi=4364 Bbi=/Ocmt/USD21143,72/Bnf/(Bimad: 0320B1Q8984C000409 Trn: 0035201079Ff	21,118.72
03/20	Deposit	6,282.60
03/20	Deposit	335.75
03/21	Fed Wire Credit Via: Wells Fargo NA/121000248 B/O: Laserstar Distribution Corp Las Vegas NV 89123-3360 Ref: Chase Nyc/Ctr/Bnf=Summit Laser Products Inc Bohemia NY 11716/Ac-000002315019 Rfb=Fw06508080401514 Bbi=/Bnf/JPMorgan Chase Bank, NA New Imad: 032111B7039R002230 Trn: 0599908080Ff	65,000.00
03/21	Deposit	6,316.65
03/21	Deposit	567.12

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March 01, 2007 through March 30, 2007

Primary Account:

DEPOSITS AND ADDITIONS

(continued)

DATE	DESCRIPTION	AMOUNT
03/22	Deposit	8,521.52
03/23	Book Transfer Credit B/O: Commerzbank Ag Germany Germany Org:/DE07711410410488011800 Kmp Printtechnik Ag Ogb: Commerzbank A.G. PO Box 106 063 Ref: Inv.254211,Order 166045/Chgs/USD15,00/ Trn: 5166300080Js	168.69
03/23	Deposit	41,325.71
03/23	Deposit	5,700.00
03/26	Deposit	26,031.10
03/27	Book Transfer Credit B/O: The National Commercial Bank Jeddah Saudi Arabia 21481 Org:/20354145000104 Aledlal Int'l Trading CO Ref:/Chgs/USD23,00/ Trn: 4830200085Fs	5,430.37
03/27	Deposit	5,816.50
03/28	Deposit	7,259.15
03/28	Deposit	1,298.80
03/28	Deposit	614.67
03/29	Deposit	5,096.50
03/30	Chips Credit Via: Deutsche Bank Trust CO America/0103 B/O: Rocha Labra Esteban Alejand Ron/D, Chile Ref: Nbnf=Summit Laser Products Inc Bohemia NY 11716/Ac-000002315019 Org=Rocha Labra Esteban Alejand Ro N/D, Chile Ogb=/04034339 Bombero Osssn: 0322852 Trn: 5742400089Fc	3,873.97
03/30	Deposit	25,049.55
03/30	Deposit	127.60
Total Deposits and Additions		\$585,911.54



102491605030000000045

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
03/01	Summit Technolog Cash C&D 611070070956186 CCD ID: 1201478121	\$75,000.00
03/07	Online Transfer To Chk XXXXXXXX1765 Transaction#: 55355153	38,000.00
03/13	Summit Technolog Cash C&D 611070070962778 CCD ID: 1201478121	84,000.00
03/13	Online Transfer To Chk XXXXXXXX1765 Transaction#: 56237589	13,000.00
03/19	Summit Technolog Cash C&D 611070070966868 CCD ID: 1201478121	100,000.00
03/21	Online Transfer To Chk XXXXXXXX1765 Transaction#: 57318501	38,000.00
03/23	Summit Technolog Cash C&D 611070070969932 CCD ID: 1201478121	170,000.00
03/28	Online Transfer To Chk XXXXXXXX1765 Transaction#: 59599961	6,000.00
Total Electronic Withdrawals		\$524,000.00

OTHER WITHDRAWALS, FEES & CHARGES

DATE	DESCRIPTION	AMOUNT
03/05	Service Charges For The Month of February	\$326.70
03/16	Deposited Item Returned 802490 # of Items00002	4,623.65
Total Other Withdrawals, Fees & Charges		\$4,950.35

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March 01, 2007 through March 30, 2007

Primary Account:

DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT
03/01	\$18,496.10	03/16	150,984.86
03/02	32,368.60	03/19	114,885.92
03/05	65,287.95	03/20	142,622.99
03/06	88,010.20	03/21	176,506.76
03/07	73,162.37	03/22	185,028.28
03/08	78,988.94	03/23	62,222.68
03/09	96,886.79	03/26	88,253.78
03/12	133,453.02	03/27	99,500.65
03/13	70,981.05	03/28	102,673.27
03/14	79,605.75	03/29	107,769.77
03/15	141,041.40	03/30	136,820.89

SERVICE CHARGE SUMMARY

Chase BusinessCustom Checking Accounts Included: 00000000231501961765, 00000000825605325165

Maintenance Fees	\$0.00	Waived by average checking balance
Transaction Fees	\$90.90	
Other Service Charges	\$236.00	
Total Service Charges	\$326.90	
Less Earnings Credit	-\$64.18	
Net Service Charges	\$262.72	Will be assessed on 4/4/07

SERVICE CHARGE DETAIL

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/UNIT	TOTAL
Account Maintenance	0			\$20.00	\$0.00 *
Deposits / Credits	65	0	65	\$0.30	\$19.50
Deposited Items Returned	2	0	2	\$10.00	\$20.00
Checks Paid / Debits	60	0	60	\$0.20	\$12.00
Incoming Wires - Domestic	9	0	9	\$12.00	\$108.00
Incoming Wires - International	9	0	9	\$12.00	\$108.00
Deposited Items	330	0	330	\$0.18	\$59.40
Total Service Charges					\$326.90
Less Earnings Credit	\$60,066			0.0010680	-\$64.18
Net Service Charges (assessed on 4/4/07)					\$262.72

* The monthly maintenance fees have been waived because you maintained a combined average collected balance of \$40,000 in your checking accounts.

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March 01, 2007 through March 30, 2007

Primary Account:

CHASE BUSINESSCUSTOM CHECKING

SUMMIT LASER PRODUCTS INC

Account Number: 000231501961765



CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$5,197.11
Deposits and Additions	4	95,000.00
Checks Paid	51	- 19,667.87
Electronic Withdrawals	4	- 75,692.53
Ending Balance	59	\$4,836.71

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
03/07	Online Transfer From Chk XXXXXXXX1766 Transaction#: 55355153	\$38,000.00
03/13	Online Transfer From Chk XXXXXXXX1766 Transaction#: 56237589	13,000.00
03/21	Online Transfer From Chk XXXXXXXX1766 Transaction#: 57318501	38,000.00
03/28	Online Transfer From Chk XXXXXXXX1766 Transaction#: 59599961	6,000.00
Total Deposits and Additions		\$95,000.00

CHECKS PAID

CHECK NUMBER	DATE PAID	AMOUNT	CHECK NUMBER	DATE PAID	AMOUNT
6695	03/19	\$398.95	6711	03/09	412.77
6696	03/05	788.63	6712	03/08	545.79
6698 *	03/05	283.26	6713	03/09	268.37
6699	03/01	301.67	6714	03/30	362.13
6700	03/01	390.50	6715	03/09	63.14
6701	03/01	292.70	6716	03/08	742.37
6702	03/01	427.14	6717	03/21	322.69
6703	03/02	434.80	6718	03/15	379.14
6704	03/01	525.57	6719	03/15	436.56
6705	03/26	381.03	6720	03/15	391.70
6706	03/08	353.89	6721	03/21	79.61
6707	03/08	290.97	6722	03/15	475.37
6708	03/08	387.62	6723	03/16	402.44
6709	03/08	289.81	6724	03/15	601.38
6710	03/08	427.14	6725	03/16	335.00

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March 01, 2007 through March 30, 2007

Primary Account:

CHECKS PAID (continued)

CHECK NUMBER	DATE PAID	AMOUNT	CHECK NUMBER	DATE PAID	AMOUNT
6726	03/30	397.69	6739 *	03/22	793.98
6727	03/16	344.98	6740	03/29	251.08
6728	03/29	112.13	6741	03/29	338.97
6729	03/27	336.57	6742	03/29	387.44
6730	03/22	391.97	6743	03/29	352.32
6731	03/22	352.32	6744	03/29	426.97
6732	03/22	427.14	6745	03/29	378.13
6733	03/22	395.80	6746	03/29	546.96
6734	03/22	549.79	6747	03/30	263.78
6735	03/23	322.18	6749 *	03/29	278.10
6737 *	03/23	227.43			

Total Checks Paid \$19,667.87

* Checks may not appear on your bank statement because they have not yet cleared, appeared on a previous statement, or cleared as an electronic withdrawal and will be listed under the "electronic withdrawals" section of your statement. Some Online Bill Payment transactions are assigned six-digit check numbers and appear under "checks paid" causing non-sequential check numbers.

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	PPD ID:	AMOUNT
03/08	Summit Technolog Payroll	PPD ID: 1201478121	\$33,187.07
03/14	Ace Payroll Serv Ace Payrol St07	St07 CCD ID: 9000008133	8,067.82
03/21	Ace Payroll Serv Ace Payrol St07	St07 CCD ID: 9000008133	33,262.90
03/28	Ace Payroll Serv Ace Payrol St07	St07 CCD ID: 9000008133	1,174.74

Total Electronic Withdrawals \$75,692.53

The fees for this account are included in the fee information for account ----- 000231501961766

DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT
03/01	\$3,259.53	03/19	3,950.56
03/02	2,824.73	03/21	8,285.36
03/05	1,752.84	03/22	5,374.36
03/07	39,752.84	03/23	4,824.75
03/08	3,528.18	03/26	4,443.72
03/09	2,783.90	03/27	4,107.15
03/13	15,783.90	03/28	8,932.41
03/14	7,716.08	03/29	5,860.31
03/15	5,431.93	03/30	4,836.71
03/16	4,349.51		



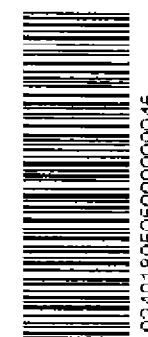
March 01, 2007 through March 30, 2007

Primary Account: 0000

CHASE BUSINESSCUSTOM CHECKING

SUMMIT LASER PRODUCTS INC
FSA

Account Number: 000825605325165



10248180505000000045

CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$3,284.32
Deposits and Additions	14	1,087.66
Checks Paid	1	- 500.00
Ending Balance	15	\$3,871.98

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION		AMOUNT
03/08	Summit Technolog Payroll	PPD ID: 1201478121	\$250.00
03/08	Summit Technolog Payroll	PPD ID: 1201478121	96.15
03/08	Summit Technolog Payroll	PPD ID: 1201478121	57.69
03/08	Summit Technolog Payroll	PPD ID: 1201478121	50.00
03/08	Summit Technolog Payroll	PPD ID: 1201478121	40.00
03/08	Summit Technolog Payroll	PPD ID: 1201478121	38.46
03/08	Summit Technolog Payroll	PPD ID: 1201478121	11.53
03/22	Ace Payroll Serv Ace Payrol	PPD ID: 9000008133	250.00
03/22	Ace Payroll Serv Ace Payrol	PPD ID: 9000008133	96.15
03/22	Ace Payroll Serv Ace Payrol	PPD ID: 9000008133	57.69
03/22	Ace Payroll Serv Ace Payrol	PPD ID: 9000008133	50.00
03/22	Ace Payroll Serv Ace Payrol	PPD ID: 9000008133	40.00
03/22	Ace Payroll Serv Ace Payrol	PPD ID: 9000008133	38.46
03/22	Ace Payroll Serv Ace Payrol	PPD ID: 9000008133	11.53
Total Deposits and Additions			\$1,087.66

CHECKS PAID

CHECK NUMBER	DATE PAID	AMOUNT
1060	03/22	\$500.00
Total Checks Paid		\$500.00

The fees for this account are included in the fee information for account ----- 000231501961766

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March 01, 2007 through March 30, 2007

Primary Account: 1101111111111111

DAILY ENDING BALANCE

DATE	AMOUNT
03/08	\$3,828.15
03/22	3,871.98

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JPMorgan Chase Bank, N.A.
 Northeast Market
 P O Box 260180
 Baton Rouge, LA 70826-0180

March 31, 2007 through April 30, 2007

Primary Account:

CUSTOMER SERVICE INFORMATION

WebSite: www.Chase.com
 Service Center: 1-800-242-7338
 Hearing Impaired: 1-800-242-7383
 Para Espanol: 1-888-622-4273
 International Calls: 1-713-262-1679



00024714 DDA 802 1A 12307 - NNN 1 000000025 D4 0000

SUMMIT LASER PRODUCTS INC
 95 ORVILLE DR
 BOHEMIA NY 11716-2501



00247140501000005405

EFFECTIVE JULY 1, 2007, YOUR ACCOUNT RULES AND REGULATIONS WILL REFLECT INCREASES TO SEVERAL FEES INCLUDING; STOP PAYMENTS TO \$32; FOREIGN INCOMING WIRE TRANSFERS TO \$15. PLEASE SEE THE END OF YOUR STATEMENT FOR THE COMPLETE LISTING OF THESE CHANGES.

CONSOLIDATED BALANCE SUMMARY
ASSETS
Checking

	ENDING BALANCE PRIOR PERIOD	ENDING BALANCE THIS PERIOD
Chase BusinessCustom Checking 000231501961766	\$136,820.89	\$172,190.23
Chase BusinessCustom Checking 000231501961765	4,836.71	6,904.45
Chase BusinessCustom Checking 000825605325165	3,871.98	4,959.64
Total	\$145,529.58	\$184,054.32

TOTAL ASSETS

\$145,529.58	\$184,054.32
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All Summary Balances shown are as of April 30, 2007 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.



March 31, 2007 through April 30, 2007

Primary Account: _____

BALANCING YOUR CHECKBOOK

Use the following worksheet to reconcile your checking account.

Mark in your checkbook all additions and subtractions reported on your statement.

1. Write in the ending balance shown

on this statement \$ _____

2. List all deposits and other additions

(such as transfers) not shown on this statement
and add the total to the ending balance.

_____	_____
_____	_____
_____	_____
_____	_____

Total all deposits and additions + \$ _____

3. List all withdrawals and other subtractions

(such as outstanding checks and banking card transactions) not shown on this statement. Then subtract this total from the ending balance.

Check Number	Date	Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total all withdrawals and subtractions - \$ _____

4. This total should match the current balance in your checkbook = \$ _____

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Telephone or write the bank (Consumer phone # and address on front of statement) and non-consumers contact Customer Service if you think your statement is wrong, or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, we must hear from you no later than 30 days after the statement was made available to you. For more complete details, see the account rules and regulations that govern your account.

BILLING RIGHTS SUMMARY

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL: If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address listed on the front of your statement as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error; if you need more information, describe the item you are unsure of
- Your signature and the date

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

SPECIAL RULE FOR CREDIT CARD PURCHASES: If you have a problem with the quality of goods or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.)



Member FDIC



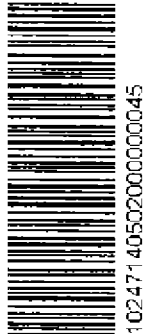
March 31, 2007 through April 30, 2007

Primary Account:

CHASE BUSINESSCUSTOM CHECKING

SUMMIT LASER PRODUCTS INC

Account Number: 000231501961766



CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$136,820.89
Deposits and Additions	55	489,444.85
Electronic Withdrawals	6	- 451,386.97
Other Withdrawals, Fees & Charges	3	- 2,688.54
Ending Balance	64	\$172,190.23

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
04/02	Book Transfer Credit B/O: UBS Ag Zurich Switzerland 8021 - Org: Pelikan Hardcopy Prod Ag Leestrasse 1 Ref: 02543-I5 N/Chgs/USD18,00/Ocmt/USD850,/ Trn: 1958300092Fs	\$832.00
04/02	Book Transfer Credit B/O: Nedbank Limited Johannesburg South Africa 2000 - Org:/1913246493 K C Imaging Supplies Co Ref:/Roc/Imports/Chgs/USD20,00/ Trn: 3629600092Fs	354.82
04/02	Deposit	24,973.40
04/03	Book Transfer Credit B/O: Romanian Commercial Bank Bucharest Romania 70348 Org:/Ro83Rncb0075035218150002 Anmado Biserv Srl Ref: Prof Inv No 0166822/28 03 2007 Trn: 9473200093Fs	5,402.35
04/03	Deposit	5,013.16
04/04	Book Transfer Credit B/O: Raiffeisen Bank Zrt. Budapest Hungary H-136-4 Org:/Hu65120010080016090700100008 Copy Depo Kft Ref: Inv Nr: 0256414-IN/Chgs/USD20,50/Ocmt/USD4614,65/ Trn: 8234900093Fs	4,594.15
04/04	Deposit	854.75
04/05	Chips Credit Via: American Express Bank Ltd/0159 B/O: Blizanci Doo Banja Luka, Republic of Srpska Ref: Nbnf=Summit Laser Products Inc Bohemia NY 11716/Ac-000002315019 Org=/5681200000012470 Banja Luka, Republic of Srpska Ogb=Balkan Investmessn: 0034724 Trn: 0481400095Fc	9,559.15
04/05	Book Transfer Credit B/O: Hypo-Alpe-Adria-Bank Ad, Beograd Beograd Yugoslavia 11070- Org:/Rs35165000202480053549 Reink Jet D O O Ref:/Inv/0256128-IN Trn: 1887500093Js	7,550.35
04/05	Deposit	27,631.60
04/06	Book Transfer Credit B/O: UBS Ag Zurich Switzerland 8021 - Org: Pelikan Hardcopy Prod Ag Leestrasse 1 Ref: 0255111-IN/Chgs/USD18,00/Ocmt/USD4355,/ Trn: 7120800096Js	4,337.00
04/06	Chips Credit Via: Deutsche Bank Trust CO America/0103 B/O: Kenneth Onyeiwu Nigeria Ref: Nbnf=Summit Laser Products Inc Bohemia NY 11716/Ac-000002315019 Org=Kenneth Onyeiwu Nigeria Ogb=United Bank For Africa Lagos Nigeria Bbssn: 0076670 Trn: 1316700096Fc	1,173.00

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March 31, 2007 through April 30, 2007
Primary Account:

DEPOSITS AND ADDITIONS *(continued)*

DATE	DESCRIPTION	AMOUNT
04/06	Deposit	12,426.30
04/09	Deposit	28,978.93
04/10	Deposit	5,856.75
04/11	Chips Credit Via: Hsbc Bank USA/0108 B/O: K.P. Moked Marketing of Officeisrael Ref: Nbnf=Summit Laser Products Inc Bohemia NY 11716/Ac-000002315019 Org=/66300082821 Israel Ogb=/000300900 P O Box 1292 Bbi=/Chgs/USD25,00/Ssn: 0158389 Trn: 2761000101Fc	8,701.64
04/11	Deposit	2,511.25
04/12	Fed Wire Credit Via: American Express Centurion Ban/124071889 B/O: Print Service Schoeller Pod 52249 Eschweiler Ref: Chase Nyc/Ctr/Bnf=Summit Laser Products Inc Bohemia NY 11716/Ac-000002315019 Rfb=400Viri34432500 Obi=Inv. 256982,250079,255537C,253921,Imad: 0412L4B74G2C000400 Trn: 0002614102Ff	4,405.40
04/12	Deposit	13,456.20
04/13	Book Transfer Credit B/O: JPMorgan Chase Bank, London London United Kingdom Ec2P 2Hd Org:/110148324 Cartridge World Ltd Ref: 0 0 Summit Laser Technologies Llc 95 Orville Drive/Ocm/USD16038,92/ Trn: 9283100103Fr	16,038.92
04/13	Deposit	18,926.12
04/16	Deposit	23,901.34
04/16	Deposit	1,378.40
04/16	Deposit	495.95
04/16	Deposit	120.00
04/17	Deposit	1,774.45
04/17	Deposit	665.25
04/17	Deposit	338.30
04/17	Deposit	252.00
04/18	Deposit	7,482.65
04/18	Deposit	99.45
04/18	Deposit	4.95
04/19	Chips Credit Via: American Express Bank Ltd/0159 B/O: Blizanci Doo Banja Luka Banja Luka, Republika Srpska Ref: Nbnf=Summit Laser Products Inc Bohemia NY 11716/Ac-000002315019 Org=/5681200000012470 Banja Luka, Republika Srpska Ogb=Balkan Investmentssn: 0036692 Trn: 0536700109Fc	4,975.00
04/19	Deposit	14,511.82
04/19	Deposit	1,513.00
04/19	Deposit	338.50
04/20	Deposit	32,817.53
04/20	Deposit	12,761.64
04/20	Deposit	107.00
04/23	Book Transfer Credit B/O: Bank Hapoalim B M Tel Aviv Israel Org:/9126000653102 Toam Import And Export Agriculturalref:/Inv/0256274-IN/Chgs/USD25,00/ Trn: 7335000112Js	25,705.50
04/23	Deposit	40,094.20
04/23	Deposit	4,594.70
04/23	Deposit	707.75
04/24	Deposit	3,202.40
04/24	Deposit	48.75
04/25	Deposit	6,588.10
04/25	Deposit	272.10

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March 31, 2007 through April 30, 2007

Primary Account:

DEPOSITS AND ADDITIONS (continued)

DATE	DESCRIPTION	AMOUNT
04/25	Deposit	206.88
04/26	Chips Credit Via: Hsbc Bank USA/0108 B/O: K.P. Moked Marketing of Officeisrael Ref: Nbnf=Summit Laser Products Inc Bohemia NY 11716/Ac-000002315019 Org=/66300082821 Israel Ogb=/000300900 P O Box 1292 Obi=6993 Bbi=/Chgs/Ssn: 0132976 Trn: 2293000116Fc	7,213.70
04/26	Chips Credit Via: Citibank/0008 B/O: Biuromax Sp.Z O.O. 05-532 Baniocha Ref: Nbnf=Summit Laser Products Inc Bohemia NY 11716/Ac-000002315019 Org=/PI35103015080000000801174043 05-532 Baniocha Ogb=/36015669 Dept Cassn: 0072361 Trn: 1148200116Fc	5,098.13
04/26	Deposit	8,549.60
04/27	Deposit	40,998.78
04/27	Deposit	125.35
04/30	Book Transfer Credit B/O: UBS Ag Zurich Switzerland 8021 - Org: Pelikan Hardcopy Prod Ag Leestrasse 1 Ref: Summit, Re 0255835-IN/Chgs/USD18,00/Ocmt/USD3820,/ Trn: 9391300120Js	3,802.00
04/30	Deposit	35,122.44
Total Deposits and Additions		\$489,444.85


ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
04/02	Summit Technolog Cash C&D 611070070974900 CCD ID: 1201478121	\$90,000.00
04/04	Online Transfer To Chk XXXXXXXX1765 Transaction#: 60820889	52,000.00
04/11	Online Transfer To Chk XXXXXXXX1765 Transaction#: 61930061	6,368.96
04/18	Summit Technolog Cash C&D 611070070984881 CCD ID: 1201478121	100,000.00
04/18	Online Transfer To Chk XXXXXXXX1765 Transaction#: 63082664	18,018.01
04/25	Summit Technolog Cash C&D 611070070988726 CCD ID: 1201478121	185,000.00
Total Electronic Withdrawals		\$451,386.97

OTHER WITHDRAWALS, FEES & CHARGES

DATE	DESCRIPTION	AMOUNT
04/04	Service Charges For The Month of March	\$262.72
04/11	Deposited Item Returned 163064 # of Items00001	2,326.37
04/25	Deposited Item Returned 245073 # of Items00001	99.45
Total Other Withdrawals, Fees & Charges		\$2,688.54

DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT
04/02	\$72,981.11	04/06	99,260.20
04/03	83,396.62	04/09	128,239.13
04/04	36,582.80	04/10	134,095.88
04/05	81,323.90	04/11	136,613.44

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March 31, 2007 through April 30, 2007
Primary Account:

DAILY ENDING BALANCE (continued)

DATE	AMOUNT	DATE	AMOUNT
04/12	154,475.04	04/23	246,061.45
04/13	189,440.08	04/24	249,312.60
04/16	215,335.77	04/25	71,280.23
04/17	218,365.77	04/26	92,141.66
04/18	107,934.81	04/27	133,265.79
04/19	129,273.13	04/30	172,190.23
04/20	174,959.30		

SERVICE CHARGE SUMMARY

Chase BusinessCustom Checking Accounts Included: 00000000231501961765, 00000000825605325165

Maintenance Fees	\$0.00	Waived by average checking balance
Transaction Fees	\$82.28	
Other Service Charges	\$212.00	
Total Service Charges	\$294.28	
Less Earnings Credit	-\$124.83	
Net Service Charges	\$169.45	Will be assessed on 5/3/07

SERVICE CHARGE DETAIL

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/UNIT	TOTAL
Account Maintenance	0			\$20.00	\$0.00 *
Check Photocopy	2	3	0	\$0.00	\$0.00
Deposits / Credits	70	0	70	\$0.30	\$21.00
Deposited Items Returned	2	0	2	\$10.00	\$20.00
Checks Paid / Debits	31	0	31	\$0.20	\$6.20
Incoming Wires - Domestic	7	0	7	\$12.00	\$84.00
Incoming Wires - International	9	0	9	\$12.00	\$108.00
Deposited Items	306	0	306	\$0.18	\$55.08
Total Service Charges					\$294.28
Less Earnings Credit	\$113,063		0.0011036		-\$124.83
Net Service Charges (assessed on 5/3/07)					\$169.45

* The monthly maintenance fees have been waived because you maintained a combined average collected balance of \$40,000 in your checking accounts.



March 31, 2007 through April 30, 2007

Primary Account:

CHASE BUSINESSCUSTOM CHECKING

SUMMIT LASER PRODUCTS INC

Account Number: 000231501961765



CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$4,836.71
Deposits and Additions	4	78,386.05
Checks Paid	25	- 8,993.93
Electronic Withdrawals	3	- 67,324.38
Ending Balance	32	\$6,904.45

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
04/04	Online Transfer From Chk XXXXXXXX1766 Transaction#: 60820889	\$52,000.00
04/06	Deposit 197223117	1,999.08
04/11	Online Transfer From Chk XXXXXXXX1766 Transaction#: 61930061	6,368.96
04/18	Online Transfer From Chk XXXXXXXX1766 Transaction#: 63082664	18,018.01
Total Deposits and Additions		\$78,386.05

CHECKS PAID

CHECK NUMBER	DATE PAID	AMOUNT	CHECK NUMBER	DATE PAID	AMOUNT
6738	04/20	\$73.53	6762	04/05	780.12
6748 *	04/02	389.89	6763	04/20	290.43
6750 *	04/20	120.61	6764	04/12	370.84
6751	04/09	360.55	6765	04/12	387.44
6752	04/05	483.03	6766	04/12	352.32
6753	04/05	444.94	6767	04/13	87.87
6754	04/05	288.79	6768	04/12	427.14
6755	04/05	425.80	6769	04/12	415.59
6756	04/05	483.73	6770	04/12	551.11
6757	04/05	582.99	6772 *	04/12	318.53
6758	04/09	272.45	6773	04/20	115.29
6760 *	04/06	415.62	6774	04/19	436.27
6761	04/20	119.05			
Total Checks Paid			\$8,993.93		

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March 31, 2007 through April 30, 2007

Primary Account:

* Checks may not appear on your bank statement because they have not yet cleared, appeared on a previous statement, or cleared as an electronic withdrawal and will be listed under the "electronic withdrawals" section of your statement.

Some Online Bill Payment transactions are assigned six-digit check numbers and appear under "checks paid" causing non-sequential check numbers.

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	PPD ID:	AMOUNT
04/05	Summit Technolog Payroll	1201478121	\$47,068.73
04/12	Summit Technolog Payroll	1201478121	2,673.91
04/19	Summit Technolog Payroll	1201478121	17,581.74
Total Electronic Withdrawals			\$67,324.38

The fees for this account are included in the fee information for account ----- 000231501961766

DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT
04/02	\$4,446.82	04/12	7,711.23
04/04	56,446.82	04/13	7,623.36
04/05	5,888.69	04/18	25,641.37
04/06	7,472.15	04/19	7,623.36
04/09	6,839.15	04/20	6,904.45
04/11	13,208.11		

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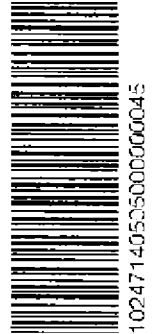
March 31, 2007 through April 30, 2007

Primary Account:

CHASE BUSINESSCUSTOM CHECKING

SUMMIT LASER PRODUCTS INC
FSA

Account Number: 000231501961766



CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$3,871.98
Deposits and Additions	14	1,087.66
Ending Balance	14	\$4,959.64

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION		AMOUNT
04/05	Summit Technolog Payroll	PPD ID: 1201478121	\$250.00
04/05	Summit Technolog Payroll	PPD ID: 1201478121	96.15
04/05	Summit Technolog Payroll	PPD ID: 1201478121	57.69
04/05	Summit Technolog Payroll	PPD ID: 1201478121	50.00
04/05	Summit Technolog Payroll	PPD ID: 1201478121	40.00
04/05	Summit Technolog Payroll	PPD ID: 1201478121	38.46
04/05	Summit Technolog Payroll	PPD ID: 1201478121	11.53
04/19	Summit Technolog Payroll	PPD ID: 1201478121	250.00
04/19	Summit Technolog Payroll	PPD ID: 1201478121	96.15
04/19	Summit Technolog Payroll	PPD ID: 1201478121	57.69
04/19	Summit Technolog Payroll	PPD ID: 1201478121	50.00
04/19	Summit Technolog Payroll	PPD ID: 1201478121	40.00
04/19	Summit Technolog Payroll	PPD ID: 1201478121	38.46
04/19	Summit Technolog Payroll	PPD ID: 1201478121	11.53
Total Deposits and Additions			\$1,087.66

The fees for this account are included in the fee information for account ----- 000231501961766

DAILY ENDING BALANCE

DATE	AMOUNT
04/05	\$4,415.81
04/19	4,959.64



March 31, 2007 through April 30, 2007

Primary Account:

EFFECTIVE JULY 1, 2007, YOUR ACCOUNT RULES AND REGULATIONS WILL REFLECT THE FOLLOWING CHANGES. PLEASE CALL THE NUMBER ON YOUR STATEMENT IF THERE ARE ANY QUESTIONS. STOP PYAMENT (\$32.00 PER ITEM). THIS CHARGE IS WAIVED FOR CHASE PREMIER PLATINUM CHECKING AND PRIVATE CLIENT ASSET MANAGEMENT ACCOUNTS.

ARE YOU PLANNING TO TRAVEL ABROAD?
REMEMBER, YOUR VISA® CHECK CARD OR CHASE ATM CARD IS AFFILIATED WITH THE VISA® AND PLUS® NETWORKS. TO FIND VISA/PLUS ATMS IN THE COUNTRY YOU'RE TRAVELING TO, JUST VISIT VISA.COM. IF YOU HAVE A CONTINENTAL BANKING CARD, LOOK FOR THE CIRRUS SYMBOL.

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JPMorgan Chase Bank, N.A.
Northeast Market
P O Box 260180
Baton Rouge, LA 70826-0180

May 01, 2007 through May 31, 2007

Primary Account:

CUSTOMER SERVICE INFORMATION

WebSite: www.Chase.com
Service Center: 1-800-242-7338
Hearing Impaired: 1-800-242-7383
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679



00024210 DDA 802 1A 15607 - NNN 1 000000003 D4 0000

SUMMIT LASER PRODUCTS INC
95 ORVILLE DR
BOHEMIA NY 11716-2501



CONSOLIDATED BALANCE SUMMARY

ASSETS

	ENDING BALANCE PRIOR PERIOD	ENDING BALANCE THIS PERIOD
Checking		
Chase BusinessCustom Checking 000231501961766	\$172,190.23	\$70,366.07
Chase BusinessCustom Checking 000231501961765	6,904.45	5,253.25
Chase BusinessCustom Checking 000825605325165	4,959.64	5,491.94
Total	\$184,054.32	\$81,111.26
TOTAL ASSETS	\$184,054.32	\$81,111.26

All Summary Balances shown are as of May 31, 2007 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.



May 01, 2007 through May 31, 2007

Primary Account:

BALANCING YOUR CHECKBOOK

Use the following worksheet to reconcile your checking account.

Mark in your checkbook all additions and subtractions reported on your statement.

1. Write in the ending balance shown on this statement \$ _____

2. List all deposits and other additions
(such as transfers) not shown on this statement
and add the total to the ending balance.

Total all deposits and additions + \$ _____

3. List all withdrawals and other subtractions
(such as outstanding checks and banking card transactions) not shown on this statement. Then subtract this total from the ending balance.

Check Number	Date	Amount

Total all withdrawals and subtractions - \$ _____

4. This total should match the current balance in your checkbook = \$ _____

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Telephone or write the bank (Consumer phone # and address on front of statement) and non-consumers contact Customer Service if you think your statement is wrong, or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, we must hear from you no later than 30 days after the statement was made available to you. For more complete details, see the account rules and regulations that govern your account.

BILLING RIGHTS SUMMARY

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL: If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address listed on the front of your statement as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error; if you need more information, describe the item you are unsure of
- Your signature and the date

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

SPECIAL RULE FOR CREDIT CARD PURCHASES: If you have a problem with the quality of goods or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.)



Member FDIC



May 01, 2007 through May 31, 2007

Primary Account:

CHASE BUSINESSCUSTOM CHECKING

SUMMIT LASER PRODUCTS INC

Account Number: 000231501961766



CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$172,190.23
Deposits and Additions	41	438,345.29
Electronic Withdrawals	5	- 540,000.00
Other Withdrawals, Fees & Charges	1	- 169.45
Ending Balance	47	\$70,366.07

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
05/01	Deposit	\$4,703.68
05/02	Fed Wire Credit Via: Wachovia Bank NA of Georgia/061000227 B/O: Itm Corporation Atlanta, GA 30336 Ref: Chase Nyc/Ctr/Bnf=Summit Laser Products Inc Bohemia NY 11716/Ac-000002315019 Rfb=20000453ltmcorpr Obi=Order # 0168637 Bbi=/Time/16:52 Imad: 0502E3B75D4C001548 Trn: 0660308122Ff	3,250.00
05/02	Deposit	10,825.00
05/02	Deposit	1,205.50
05/03	Deposit	5,931.00
05/04	Deposit	23,207.70
05/04	Deposit	71.50
05/07	Book Transfer Credit B/O: UBS Ag Zurich Switzerland 8021 - Org: Pelikan Hardcopy Prod Ag Leestrasse 1 Ref: Invoice 0257141-IN/Chgs/USD18,00/Ocmt/USD8397,5/ Trn: 1390400127Fs	8,379.50
05/07	Deposit	44,069.75
05/07	Deposit	1,409.45
05/08	Deposit	9,393.28
05/09	Book Transfer Credit B/O: Nedbank Limited Johannesburg South Africa 2000 - Org:/1913246493 K C Imaging Supplies Cc Ref:/Roc/Imports/Chgs/USD30,00/ Trn: 2362700129Fs	21,006.40
05/09	Deposit	5,942.75
05/10	Deposit	4,069.90
05/11	Deposit	7,564.80
05/14	Book Transfer Credit B/O: Hypo-Alpe-Adria-Bank Ad, Beognovi Beograd Yugoslavia 11070- Org:/Rs35165000202480053549 Reink Jet Doo Ref:/Inv/246878,0256128,32-IN Trn: 1387200131Fs	7,736.85
05/14	Chips Credit Via: American Express Bank Ltd/0159 B/O: Blizanci Doo Banja Luka Banja Luka, Republika Srpska Ref: Nbnf=Summit Laser Products Inc Bohemia NY 11716/Ac-000002315019 Org=/5681200000012470 Banja Luka, Republika Srpska Ogb=Balkan Investmentssn: 0053488 Trn: 0806400134Fc	5,604.64

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May 01, 2007 through May 31, 2007

Primary Account:

DEPOSITS AND ADDITIONS *(continued)*

DATE	DESCRIPTION	AMOUNT
05/15	Deposit 05/14/2007	56,058.15
05/15	Deposit	9,699.25
05/16	Deposit	2,731.49
05/17	Deposit	3,344.25
05/18	Deposit	12,749.80
05/18	Deposit	2,483.22
05/21	Chips Credit Via: Hsbc Bank USA/0108 B/O: K.P. Moked Marketing of Officeisrael Ref: Nbnf=Summit Laser Products Inc Bohemia NY 11716/Ac-000002315019 Org=/66300082821 Israel Ogb=/000300900 P O Box 1292 Bbi=/Chgs/USD25,00/Ssn: 0117640 Trn: 2055500141Fc	12,891.95
05/21	Book Transfer Credit B/O: Hypo-Alpe-Adria-Bank Ad, Beognovi Beograd Yugoslavia 11070- Org:/Rs35165000202480053549 Reink Jet Doo Ref:/Inv/0169069 Dd 10.05.2007. Trn: 3310900137Fs	3,750.46
05/21	Deposit	38,423.07
05/22	Book Transfer Credit B/O: JPMorgan Chase Bank, London London United Kingdom Ec2P 2Hd Org:/110148324 Cartridge World Ltd Ref: 0257654 0256804 0 Summit Laser Technologies Llc 95 Orville Drive/Ocmt/USD10108,54/ Trn: 6176100142Fr	10,108.54
05/22	Deposit	3,598.95
05/22	Deposit	3,042.95
05/23	Chips Credit Via: Citibank/0008 B/O: Telos Piotr Koziol Ref: Nbnf=Summit Laser Products Inc Bohemia NY 11716/Ac-000002315019 Org=/Pi22103015080000000195101108 Telos Piotr Koziol Ogb=/36015669 Dept CAP Mkts Ops Office Ul Obi=Nabyciessn: 0057678 Trn: 0891900143Fc	3,187.00
05/23	Deposit	5,935.55
05/24	Chips Credit Via: Citibank/0008 B/O: Print Service Schoeller Ped 52249 Eschweiler Ref: Nbnf=Summit Laser Products Inc Bohemia NY 11716/Ac-000002315019 Org=/DE96391629806101881014 52249 Eschweiler Ogb=Volksbank Wuersele Wussn: 0053197 Trn: 0792200144Fc	5,360.00
05/24	Deposit	16,770.50
05/25	Book Transfer Credit B/O: National Bank of Canada Montreal, Quebec Canada H3B 4-Lr Org:/0006103510643324 Serelec Canada Inc Ogb: Banque Nationale Du Canada (Intl Division) Trn: 6099300145Fs	1,399.76
05/25	Deposit	8,945.92
05/29	Book Transfer Credit B/O: UBS Ag Zurich Switzerland 8021 - Org: Pelikan Hardcopy Prod Ag Leestrasse 1 Ref: 0258501-IN/0300505-IN/Chgs/USD18,00/Ocmt/USD8766,/ Trn: 9381000149Js	8,748.00
05/29	Book Transfer Credit B/O: Scotiabank Peru Lima Peru Org: X-Laser S A C Jr Manuel Corpancho 397 Ref:/Rfb/Compra DE Insumos Trn: 2774000148Js	250.00
05/29	Deposit	35,976.01
05/29	Deposit	487.25
05/30	Deposit	19,089.12
05/31	Deposit	8,942.40
Total Deposits and Additions		\$438,345.29

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May 01, 2007 through May 31, 2007

Primary Account:

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
05/03	Summit Technolog Cash C&D 611070070993826 CCD ID: 1201478121	\$100,000.00
05/03	Summit Technolog Cash C&D 611070070994264 CCD ID: 1201478121	60,000.00
05/11	Summit Technolog Cash C&D 611070070998715 CCD ID: 1201478121	135,000.00
05/21	Summit Technolog Cash C&D 611070071004235 CCD ID: 1201478121	100,000.00
05/30	Summit Technolog Cash C&D 611070071008973 CCD ID: 1201478121	145,000.00
Total Electronic Withdrawals		\$540,000.00

OTHER WITHDRAWALS, FEES & CHARGES

DATE	DESCRIPTION	AMOUNT
05/03	Service Charges For The Month of April	\$169.45
Total Other Withdrawals, Fees & Charges		\$169.45

DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT
05/01	\$176,893.91	05/16	109,881.37
05/02	192,174.41	05/17	113,225.62
05/03	37,935.96	05/18	128,458.64
05/04	61,215.16	05/21	83,524.12
05/07	115,073.86	05/22	100,274.56
05/08	124,467.14	05/23	109,397.11
05/09	151,416.29	05/24	131,527.61
05/10	155,486.19	05/25	141,873.29
05/11	28,050.99	05/29	187,334.55
05/14	41,392.48	05/30	61,423.67
05/15	107,149.88	05/31	70,366.07

SERVICE CHARGE SUMMARY

Chase BusinessCustom Checking Accounts Included: 00000000231501961765, 00000000825605325165

Maintenance Fees	\$0.00	Waived by average checking balance
Transaction Fees	\$66.86	
Other Service Charges	\$156.00	
Total Service Charges	\$222.86	
Less Earnings Credit	-\$84.82	
Net Service Charges	\$138.04	Will be assessed on 6/5/07

SERVICE CHARGE DETAIL

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/UNIT	TOTAL
Account Maintenance	0			\$20.00	\$0.00 *

2011



May 01, 2007 through May 31, 2007

Primary Account:

SERVICE CHARGE DETAIL (continued)

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/UNIT	TOTAL
Deposits / Credits	47	0	47	\$0.30	\$14.10
Checks Paid / Debits	10	0	10	\$0.20	\$2.00
Incoming Wires - International	8	0	8	\$12.00	\$96.00
Incoming Wires - Domestic	5	0	5	\$12.00	\$60.00
Deposited Items	282	0	282	\$0.18	\$50.76
Total Service Charges					\$222.86
Less Earnings Credit	\$76,822			0.0011036	-\$84.82
Net Service Charges (assessed on 6/5/07)					\$138.04

* The monthly maintenance fees have been waived because you maintained a combined average collected balance of \$40,000 in your checking accounts.



May 01, 2007 through May 31, 2007
Primary Account:

CHASE BUSINESSCUSTOM CHECKING

SUMMIT LASER PRODUCTS INC

Account Number: 000231501961766



1024210040000000044

CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$6,904.45
Checks Paid	3	- 1,135.20
Electronic Withdrawals	2	- 516.00
Ending Balance	5	\$5,253.25

CHECKS PAID

CHECK NUMBER	DATE PAID	AMOUNT
6736	05/17	\$374.39
6759 *	05/17	382.32
6771 *	05/17	378.49
Total Checks Paid		\$1,135.20

* Checks may not appear on your bank statement because they have not yet cleared, appeared on a previous statement, or cleared as an electronic withdrawal and will be listed under the "electronic withdrawals" section of your statement. Some Online Bill Payment transactions are assigned six-digit check numbers and appear under "checks paid" causing non-sequential check numbers.

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	PPD ID	AMOUNT
05/18	Summit Technolog Payroll	PPD ID: 1201478121	\$45.50
05/29	Summit Technolog Payroll	PPD ID: 1201478121	470.50
Total Electronic Withdrawals			\$516.00

The fees for this account are included in the fee information for account ----- 000231501961766

DAILY ENDING BALANCE

DATE	AMOUNT
05/17	\$5,769.25
05/18	5,723.75
05/29	5,253.25

2011



May 01, 2007 through May 31, 2007

Primary Account: 000231501961766

CHASE BUSINESSCUSTOM CHECKINGSUMMIT LASER PRODUCTS INC
FSA

Account Number: 000231501961766

CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$4,959.64
Deposits and Additions	6	532.30
Ending Balance	6	\$5,491.94

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION		AMOUNT
05/17	Ui Supplies Inc Payroll	PPD ID: 1680645886	\$250.00
05/17	Ui Supplies Inc Payroll	PPD ID: 1680645886	96.15
05/17	Ui Supplies Inc Payroll	PPD ID: 1680645886	57.69
05/17	Ui Supplies Inc Payroll	PPD ID: 1680645886	50.00
05/17	Ui Supplies Inc Payroll	PPD ID: 1680645886	40.00
05/17	Ui Supplies Inc Payroll	PPD ID: 1680645886	38.46
Total Deposits and Additions			\$532.30

The fees for this account are included in the fee information for account ----- 000231501961766

DAILY ENDING BALANCE

DATE	AMOUNT
05/17	\$5,491.94

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EXHIBIT NO. 4

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

MAIN NO: 00 SUMMIT

CLER	INVOICE	DISCOUNT	DISCOUNT									DAYS
INV DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DEL Q	
000011	FANGERINE OFFICE SYSTEMS	CONTACT: Paul Dattore	PHONE: (702) 260-6650	EXT: 160	CR LMT: 25,000.00							
02-02-07	0255417 - IN 03-04-07	.00	175.00									30
02-09-07	0255812 - IN 03-11-07	.00	175.00									25
02-14-07	0256036 - IN 03-16-07	.00	213.00									18
02-19-07	0256233 - IN 03-21-07	.00	182.50									13
02-20-07	0256314 - IN 03-22-07	.00	320.00									12
02-21-07	0256385 - IN 03-23-07	.00	98.70									11
02-23-07	0256497 - IN 03-25-07	.00	128.50									9
03-02-07	0257002 - IN 04-01-07	.00	103.50									2
03-05-07	0257100 - IN 04-04-07	.00	118.50									
03-06-07	0257104 - IN 04-05-07	.00	397.25									
03-06-07	0257159 - IN 04-05-07	.00	39.50									
03-09-07	0257423 - IN 04-08-07	.00	197.50									
03-13-07	0257528 - IN 04-12-07	.00	615.65									
03-16-07	0257781 - IN 04-15-07	.00	349.00									
03-19-07	0257830 - IN 04-18-07	.00	676.40									
03-22-07	0258046 - IN 04-21-07	.00	381.35									
03-26-07	0258211 - IN 04-25-07	.00	197.50									
03-26-07	0258216 - IN 04-25-07	.00	369.75									
03-26-07	0258255 - IN 04-25-07	.00	36.30									
03-27-07	0258351 - IN 04-26-07	.00	296.50									
CUSTOMER 000011 TOTALS:				.00	5,071.40	3,675.20	232.00	989.20	175.00	.00		
0201154	TEXAS RECHARGE & TONER INC	CONTACT: JAMES PLACE	PHONE: (210) 590-1154	EXT:	CR LMT: 7,000.00							
12-08-06	0252864 - IN 01-22-07	.00	2,280.12									71
12-29-06	0253748 - IN 02-12-07	.00	1,433.35									50
01-05-07	0254022 - IN 02-19-07	.00	46.25									43
01-12-07	0254355 - IN 02-26-07	.00	25.00									36
01-30-07	0255202 - IN 03-16-07	.00	1,638.80									18
02-12-07	0255869 - IN 03-29-07	.00	1,228.00									5
***** ON CREDIT HOLD *****												
CUSTOMER 0201154 TOTALS:				.00	6,651.52	.00	.00	1,228.00	1,710.05	3,713.47		
03-13-07	Laser Life Corporation	CONTACT: David Siefring	PHONE: 513-936-8940	EXT:	CR LMT: 10,000.00							
03-29-07	0257505 - IN 04-12-07	.00	525.00									
	0258586 - IN 04-28-07	.00	232.50									
CUSTOMER 0205004 TOTALS:				.00	757.50	757.50	.00	.00	.00	.00		
0214699	MANNING'S BUSINESS MACHINES	CONTACT: FRED MANNING	PHONE: (251) 968-4699	EXT:	CR LMT: 1,000.00							
02-05-07	0255477 - IN 03-07-07	.00	73.80									27
CUSTOMER 0214699 TOTALS:				.00	73.80	.00	.00	73.80	.00	.00		
0215496	CALTEX / XEROX SERVICES, INC.	CONTACT: DAVID PACE, OWNER	PHONE: (281) 894-5496	EXT:	CR LMT: 6,000.00							
02-27-07	0256820 - IN 03-29-07	.00	1,125.00									5
03-28-07	0258418 - IN 04-27-07	.00	562.50									
CUSTOMER 0215496 TOTALS:				.00	1,687.50	562.50	1,125.00	.00	.00	.00		
0217776	SERVICE EXCELLENCE CORPORATION	CONTACT: REKHA SANGHVI - BUYER	PHONE: (201) 387-7776	EXT:	CR LMT: 10,000.00							
03-08-07	0257340 - IN 04-07-07	.00	325.70									
CUSTOMER 0217776 TOTALS:				.00	325.70	325.70	.00	.00	.00	.00		
0231441	TECHNOINK, INC.	CONTACT: CHRISTINA CHANG	PHONE: (213) 382-1441	EXT:	CR LMT: 10,000.00							
03-13-07	0257498 - IN 04-12-07	.00	297.90									
03-26-07	0258237 - IN 04-25-07	.00	536.50									
CUSTOMER 0231441 TOTALS:				.00	834.40	834.40	.00	.00	.00	.00		
0235777	MICROFILMING INDUSTRY SERVICES	CONTACT: JAMIE LEE	PHONE: (213) 413-5777	EXT:	CR LMT: 2,000.00							
03-09-07	0257382 - IN 04-08-07	.00	405.50									
CUSTOMER 0235777 TOTALS:				.00	405.50	405.50	.00	.00	.00	.00		
0258857	QUALITY LASER ALTERNATIVES	CONTACT: DAN KRANIS	PHONE: (610) 781-5449	EXT:	CR LMT: 1,500.00							
03-27-07	0258293 - IN 04-26-07	.00	513.20									
CUSTOMER 0258857 TOTALS:				.00	513.20	513.20	.00	.00	.00	.00		

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SAP 00056

PA000575

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

ASN NO: 00 SUMMIT

CUS. ORDER	INVOICE	DISCOUNT	DISCOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS
INV DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT						DELQ
0258972	AMERICAN EXPERT LASER									
02-08-07	0255679 - IN 04-09-07			.00	173.25			173.25		
02-22-07	0256452 - IN 04-23-07			.00	306.00			306.00		
	CUSTOMER 0258972 TOTALS:			.00	479.25	.00	.00	479.25	.00	.00
0261616	COPIER SUPPORT NORTHWEST									
03-26-07	0258207 - IN 03-26-07			.00	316.50	316.50				8
	CUSTOMER 0261616 TOTALS:			.00	316.50	316.50	.00	.00	.00	.00
0267271	ACTION TONER PRODUCTS									
03-15-07	0257663 - IN 04-14-07			.00	111.75	111.75				
	CUSTOMER 0267271 TOTALS:			.00	111.75	111.75	.00	.00	.00	.00
0267525	STERLING LASER									
01-30-07	0255186 - IN 03-01-07			.00	.20					33
	CUSTOMER 0267525 TOTALS:			.00	.20	.00	.00	.00	.20	.00
0284270	NORTH AMERICAN COPIERS									
03-13-07	0257510 - IN 04-12-07			.00	151.00	151.00				
	CUSTOMER 0284270 TOTALS:			.00	151.00	151.00	.00	.00	.00	.00
0306600	MYTEL INTERNATIONAL									
03-27-07	0258344 - IN 04-26-07			.00	804.75	804.75				
	CUSTOMER 0306600 TOTALS:			.00	804.75	804.75	.00	.00	.00	.00
0307604	FAROUDJA TONER (C)									
03-05-07	0257063 - IN 04-04-07			.00	520.00	520.00				
	0257071 - IN 04-04-07			.00	130.00	130.00				
	0257680 - IN 04-14-07			.00	506.80	506.80				
	CUSTOMER 0307604 TOTALS:			.00	1,156.80	1,156.80	.00	.00	.00	.00
0311415	EXCEL BUSINESS SYSTEMS									
01-17-07	0254558 - IN 02-16-07			.00	246.05					
01-23-07	0254806 - IN 02-22-07			.00	65.35					46
01-30-07	0255194 - IN 03-01-07			.00	7.00					40
02-02-07	0255401 - IN 03-04-07			.00	91.85					33
	CUSTOMER 0311415 TOTALS:			.00	410.25	.00	.00	.00	410.25	.00
0312121	DIGITEC OFFICE SOLUTIONS									
11-20-06	0251952 - IN 12-20-06			.00	62.50-					
	CUSTOMER 0312121 TOTALS:			.00	62.50-	.00	.00	.00	62.50-	.00
0312800	CPR RECHARGE									
01-17-07	0254536 - IN 02-16-07			.00	1,152.25					
01-23-07	0254861 - IN 02-22-07			.00	13.75					46
03-20-07	0257941 - IN 04-19-07			.00	1,368.50	1,368.50				40
03-27-07	0258316 - IN 04-26-07			.00	25.20	25.20				
	***** ON CREDIT HOLD *****									
	CUSTOMER 0312800 TOTALS:			.00	2,559.70	1,393.70	.00	.00	1,166.00	.00
0320953	TOM'S TONER & REPAIR									
03-29-07	0258445 - IN 03-29-07			.00	274.35	274.35				
03-29-07	0258668 - IN 03-29-07			.00	34.25	34.25				
	CUSTOMER 0320953 TOTALS:			.00	308.60	308.60	.00	.00	.00	.00
0340504	VALLEY BUSINESS SYSTEMS									
03-05-07	0257082 - IN 04-04-07			.00	358.00	358.00				
	CUSTOMER 0340504 TOTALS:			.00	358.00	358.00	.00	.00	.00	.00
0340504	WEST POINT PRODUCTS LLC									
03-05-07	0254171 - IN 03-10-07			.00	159.50					
	CUSTOMER 0340504 TOTALS:			.00	159.50					

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SAP 00057

PA000576

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

Summit Technologies LLC

ALL OPEN INVOICES - AGED AS OF: 04/03/07

VERSION NO: 00 SUMMIT

CUSTOMER	INVOICE	DISCOUNT	DISCOUNT									
INV DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS	DELQ
02-06-07	0255504 - IN	04-07-07		.00	1,318.50				1,318.50			
02-07-07	0255591 - IN	04-08-07		.00	354.00				354.00			
02-12-07	0255824 - IN	04-13-07		.00	1,747.10				1,747.10			
02-16-07	0256192 - IN	04-17-07		.00	2,359.20				2,359.20			
02-20-07	0256264 - IN	04-21-07		.00	590.00				590.00			
02-26-07	0256654 - IN	04-27-07		.00	1,769.60		1,769.60					
03-06-07	0257107 - IN	05-05-07		.00	149.00	149.00						
03-08-07	0257291 - IN	05-07-07		.00	780.00	780.00						
03-13-07	0257552 - IN	05-12-07		.00	1,018.50	1,018.50						
03-13-07	0257553 - IN	05-12-07		.00	61.00	61.00						
03-15-07	0257660 - IN	05-14-07		.00	634.00	634.00						
03-15-07	2577210 - CM			.00	18.60	18.60						
03-19-07	0257793 - IN	05-18-07		.00	1,251.50	1,251.50						
03-19-07	0257858 - IN	05-18-07		.00	11.00	11.00						
03-20-07	0257863 - IN	05-19-07		.00	1,273.50	1,273.50						
03-26-07	0258223 - IN	05-25-07		.00	118.00	118.00						
03-28-07	0258356 - IN	05-27-07		.00	1,444.50	1,444.50						
03-29-07	0258590 - IN	05-28-07		.00	1,117.50	1,117.50						

CUSTOMER 0341360 TOTALS:

.00 16,137.80 7,839.90 1,769.60 6,368.80 159.50 .00

0342050 PRIMEDIA PRODUCTS

CONTACT: LACEY MILLER - BUYER

PHONE: (304) 277-2050

EXT:

CR LMT:

10,000.00

01-26-07	0255071 - IN	02-25-07	.00	180.50								
03-01-07	0256915 - IN	03-31-07	.00	93.85			93.85			180.50		37
03-06-07	0257105 - IN	04-05-07	.00	138.90	138.90							3
03-08-07	0257300 - IN	04-07-07	.00	10.00	10.00							
03-08-07	0257302 - IN	04-07-07	.00	25.00	25.00							
03-08-07	0257303 - IN	04-07-07	.00	25.00	25.00							
03-13-07	0257536 - IN	04-12-07	.00	724.25	724.25							
03-21-07	0258028 - IN	04-20-07	.00	353.95	353.95							
03-26-07	0258198 - IN	04-25-07	.00	104.25	104.25							
03-26-07	0258202 - IN	04-25-07	.00	179.50	179.50							
03-28-07	0258623 - IN	04-28-07	.00	192.50	192.50							

CUSTOMER 0342050 TOTALS:

.00 2,027.70 1,753.35 93.85 .00 180.50 .00

0353708 LASER TEC

CONTACT: NANCY SALUZZIO

PHONE: (305) 225-3708

EXT:

CR LMT:

1.00

01-22-07	0254751 - IN	02-21-07	.00	233.75						233.75		41
01-25-07	0255011 - IN	02-24-07	.00	7.00						7.00		38

***** ON CREDIT HOLD *****

CUSTOMER 0353708 TOTALS:

.00 240.75 .00 .00 .00 240.75 .00

0361299 KK OFFICE SOLUTIONS, INC.

CONTACT: STEPHANIE TRAFFAS

PHONE: (316) 944-5464

EXT:

CR LMT:

10,000.00

05-25-06	0242918 - IN	06-24-06	.00	567.61								
12-12-06	0253027 - IN	01-11-07	.00	428.47								
12-18-06	0253323 - IN	01-17-07	.00	8.55								
12-29-06	0253745 - IN	01-28-07	.00	372.70								
01-26-07	0255073 - IN	02-25-07	.00	381.85								
02-15-07	0256095 - IN	03-17-07	.00	46.25								
02-23-07	0256556 - IN	03-25-07	.00	621.00								
03-01-07	0256940 - IN	03-31-07	.00	613.70								
03-06-07	0257174 - IN	04-05-07	.00	500.50	500.50							
03-08-07	0257318 - IN	04-07-07	.00	585.10	585.10							
03-12-07	0257451 - IN	04-11-07	.00	500.75	500.75							
03-12-07	0257467 - IN	04-11-07	.00	75.00	75.00							
03-14-07	0257612 - IN	04-13-07	.00	321.94	321.94							
03-15-07	0257675 - IN	04-14-07	.00	61.00	61.00							
03-15-07	0257676 - IN	04-14-07	.00	24.40	24.40							
03-15-07	0257716 - IN	04-14-07	.00	464.35	464.35							
03-16-07	0257782 - IN	04-15-07	.00	55.50	55.50							
03-19-07	0257846 - IN	04-18-07	.00	730.35	730.35							
03-22-07	0258112 - IN	04-21-07	.00	3,197.25	3,197.25							

CUSTOMER 0361299 TOTALS:

.00 8,421.05 6,516.14 1,234.70 46.25 381.85 242.11

0367516 BABCOCK BUSINESS SYSTEMS

CONTACT: STEVE BABCOCK

PHONE: (386) 775-7516

EXT:

CR LMT:

1,000.00

03-26-07	0258232 - IN	04-25-07	.00	84.80	84.80							
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CUSTOMER 0367516 TOTALS:

.00 84.80 84.80 .00 .00 .00 .00

04 BEELINE BUSINESS EQUIPMENT

CONTACT: BRENT LAKATOS

PHONE: (928) 472-8914

EXT:

CR LMT:

5,000.00

04-03-07	0258197 - IN	04-25-07	.00	89.30	89.30							
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SAP 00058

PA000577

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

REQ NO: 00 SUMMIT

CUST. NAME		INVOICE	DISCOUNT	DISCOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS DELQ
INV DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT							
CUSTOMER 0405779 TOTALS:					.00	89.30	89.30	.00	.00	.00	.00
0413990	NORTHEAST LASER IMAGE		CONTACT: Christine				PHONE: (401) 431-5233		EXT:	CR LMT:	10,000.00
01-04-07	0253948	- IN	02-03-07	.00	1,197.00					1,197.00	59
01-22-07	0254770	- IN	02-21-07	.00	104.50					104.50	41
01-23-07	0254805	- IN	02-22-07	.00	15.80					15.80	40
02-02-07	0255414	- IN	03-04-07	.00	100.00					100.00	30
02-14-07	0256045	- IN	03-16-07	.00	2,334.00			2,334.00			18
***** ON CREDIT HOLD *****											
CUSTOMER 0413990 TOTALS:					.00	3,751.30	.00	.00	2,334.00	1,417.30	.00
0438889	CLARITY IMAGING		CONTACT: TED SIMARD				PHONE: (413) 739-8889		EXT:	CR LMT:	8,000.00
02-16-07	0256136	- IN	03-18-07	.00	263.25			263.25			16
CUSTOMER 0438889 TOTALS:					.00	263.25	.00	.00	263.25	.00	.00
0441125	CRYSTAL COM USA		CONTACT: WENDY NYBORG				PHONE: 414-422-0925		EXT:	CR LMT:	2,000.00
03-12-07	0257446	- IN	04-26-07	.00	103.30	103.30					
CUSTOMER 0441125 TOTALS:					.00	103.30	103.30	.00	.00	.00	.00
0463229	C & J OFFICE MACHINES		CONTACT: LINDSAY				PHONE: (406) 453-3229		EXT:	CR LMT:	.00
02-23-07	0256551	- IN	02-23-07	.00	19.50			19.50			
03-05-07	0257075	- IN	04-08-07	.00	24.00	24.00					
CUSTOMER 0463229 TOTALS:					.00	4.50	24.00	19.50	.00	.00	.00
0464444	COPIER DOCTORS		CONTACT: JUDY CASE - OM				PHONE: (406) 723-4444		EXT:	CR LMT:	5,000.00
03-13-07	0257499	- IN	04-12-07	.00	113.50	113.50					
CUSTOMER 0464444 TOTALS:					.00	113.50	113.50	.00	.00	.00	.00
0473308	PMV/LASERTEK		CONTACT: Vicky				PHONE: (417) 881-7677		EXT:	CR LMT:	4,000.00
03-08-07	0257069	- IN	04-04-07	.00	713.25	713.25					
03-08-07	0257321	- IN	04-07-07	.00	197.50	197.50					
03-29-07	0258455	- IN	04-28-07	.00	781.55	781.55					
03-29-07	0258656	- IN	04-28-07	.00	79.00	79.00					
CUSTOMER 0473308 TOTALS:					.00	1,771.30	1,771.30	.00	.00	.00	.00
0477735	Advanced Laser Technology		CONTACT: Mark Schneider				PHONE: (321) 242-7735		EXT:	CR LMT:	1,000.00
03-16-07	0257744	- IN	04-15-07	.00	100.51	100.51					
CUSTOMER 0477735 TOTALS:					.00	100.51	100.51	.00	.00	.00	.00
0494633	AAA Remco Business Products		CONTACT: Daryl				PHONE: (419) 885-4633		EXT:	CR LMT:	1,000.00
02-09-07	0255789	- IN	03-11-07	.00	68.75			68.75			23
03-20-07	0257909	- IN	04-19-07	.00	128.25	128.25					
CUSTOMER 0494633 TOTALS:					.00	197.00	128.25	.00	68.75	.00	.00
0501025	VALLEY IMAGING SOLUTIONS		CONTACT: GINGER PETERS				PHONE: (520) 458-1025		EXT:	CR LMT:	1,000.00
02-22-07	0256481	- IN	03-24-07	.00	94.50			94.50			10
03-16-07	0257740	- IN	04-15-07	.00	300.50	300.50					
CUSTOMER 0501025 TOTALS:					.00	395.00	300.50	.00	94.50	.00	.00
0510636	KLE COLOR TONERS		CONTACT: TONY STRATAMUNDO				PHONE: (561) 743-0636		EXT: 111	CR LMT:	3,000.00
03-19-07	0257859	- IN	04-18-07	.00	100.00	100.00					
CUSTOMER 0510636 TOTALS:					.00	100.00	100.00	.00	.00	.00	.00
0511444	REDUNDANT CARTRIDGE		CONTACT: WILL WAGGONER (TONER TECH				PHONE: (541) 302-1444		EXT:	CR LMT:	500.00
01-15-07	0254437	- IN	01-15-07	.00	17.50					17.50	
CUSTOMER 0511444 TOTALS:					.00	17.50	.00	.00	.00	17.50	.00
0514006	THE COMPUTER TERMINAL		CONTACT: DEL WEAVER				PHONE: (870) 763-4006		EXT:	CR LMT:	1,000.00
06-27-06	0244577	- IN	06-27-06	.00	26.85						26.85

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ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

BANK NO: 00 SUMMIT

CUSTOMER	INVOICE NO	INVOICE DATE	DUE DATE	DISCOUNT DUE DATE	DISCOUNT AMOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS DELQ
CUSTOMER 0514006 TOTALS:					.00	26.85-	.00	.00	.00	.00	26.85-	
0518324	Superior Office Solutions	CONTACT: MIKE		PHONE: (501) 368-8324		EXT: CR LMT:		1,000.00				
03-09-07	0257417	- IN	04/08/07		.00	807.75	807.75					
03-13-07	0257515	- IN	04/12/07		.00	55.00	55.00					
03-29-07	0258535	- IN	03/29/07		.00	139.60	139.60					5
***** CREDIT LIMIT EXCEEDED *****												
CUSTOMER 0518324 TOTALS:					.00	1,002.35	1,002.35	.00	.00	.00	.00	
0520467	NEW LIFE TONER	CONTACT: Bobby Stewart		PHONE: (210) 930-9300		EXT: CR LMT:		20,000.00				
10-05-06	0000185	- IN	11/04/06		.00	137.00-						
01-26-07	0255094	- IN	02/25/07		.00	142.55				142.55		37
02-23-07	0256545	- IN	03/25/07		.00	717.00		717.00				9
03-01-07	0256913	- IN	03/31/07		.00	72.00		72.00				3
03-01-07	0256935	- IN	03/31/07		.00	549.45		549.45				3
03-13-07	0257547	- IN	04/12/07		.00	2,216.30	2,216.30					
03-15-07	0257709	- IN	04/14/07		.00	541.65	541.65					
03-23-07	0258133	- IN	04/22/07		.00	2,103.50	2,103.50					
03-27-07	0258271	- IN	04/26/07		.00	219.00	219.00					
03-28-07	0258365	- IN	04/27/07		.00	642.25	642.25					
CUSTOMER 0520467 TOTALS:					.00	7,066.70	5,722.70	1,338.45	.00	142.55	137.00-	
0525522	PARAGON TONER	CONTACT: YOUNG WON		PHONE: (714) 522-0260		EXT: CR LMT:		7,500.00				
02-16-07	0256157	- IN	03/18/07		.00	252.75			252.75			16
03-01-07	0256953	- IN	03/31/07		.00	400.00		400.00				3
03-07-07	0257183	- IN	04/06/07		.00	331.50	331.50					
03-07-07	0257217	- IN	04/06/07		.00	5.50	5.50					
03-27-07	0258295	- IN	04/26/07		.00	252.75	252.75					
03-28-07	0258430	- IN	04/27/07		.00	226.50	226.50					
03-29-07	0258544	- IN	04/28/07		.00	400.00	400.00					
03-29-07	0258612	- IN	04/28/07		.00	475.00	475.00					
CUSTOMER 0525522 TOTALS:					.00	2,344.00	1,691.25	400.00	252.75	.00	.00	
0526000	LASER SERVICE USA	CONTACT: HORACE WHITLOW		PHONE: (512) 243-9998		EXT: CR LMT:		3,000.00				
01-10-07	0254261	- IN	02/24/07		.00	475.30				475.30		18
***** ON CREDIT HOLD *****												
CUSTOMER 0526000 TOTALS:					.00	475.30	.00	.00	.00	475.30	.00	
0526097	LASER TONER SUPPLY COMPANY	CONTACT: JOHN HAGLER		PHONE: (512) 476-6097		EXT: CR LMT:		2,500.00				
03-06-07	0257123	- IN	04/05/07		.00	30.65	30.65					
03-28-07	0258358	- IN	04/27/07		.00	924.50	924.50					
***** ON CREDIT HOLD *****												
CUSTOMER 0526097 TOTALS:					.00	955.15	955.15	.00	.00	.00	.00	
0527334	BETTER OFFICE SYSTEMS	CONTACT: JOSE REYES		PHONE: (562) 946-6719		EXT: CR LMT:		5,000.00				
01-30-07	0255251	- IN	01/30/07		.00	190.25				190.25		63
03-15-07	0257718	- IN	03/15/07		.00	272.50	272.50					19
03-22-07	0258110	- IN	03/22/07		.00	173.25	173.25					12
***** ON CREDIT HOLD *****												
CUSTOMER 0527334 TOTALS:					.00	636.00	445.75	.00	.00	190.25	.00	
0540105	Imperial Trading	CONTACT: Suzanne Wyman		PHONE: (504) 736-4033		EXT: CR LMT:		.00				
06-14-06	0243897	- IN	07/03/06		.00	12.70-					12.70-	
02-22-07	0256429	- IN	03/13/07		.00	703.65			703.65			21
03-19-07	0257803	- IN	04/07/07		.00	739.84	739.84					
CUSTOMER 0540105 TOTALS:					.00	1,430.79	739.84	.00	703.65	.00	12.70-	
0543516	DENSIGRAPHIX KOPLINC.	CONTACT: CHRIS CARIGNAN		PHONE: (800) 361-1388		EXT: CR LMT:		50,000.00				
08-01-06	0246168	- IN	08/31/06		.00	14.88					14.88	215
08-03-06	0000182	- IN	09/02/06		.00	1,173.00-					1,173.00-	
02-28-07	0256801	- IN	03/30/07		.00	4,560.00		4,560.00				4
03-06-07	0257106	- IN	04/05/07		.00	981.50	981.50					
03-15-07	0257650	- IN	04/14/07		.00	1,462.00	1,462.00					
03-15-07	0257693	- IN	04/14/07		.00	7,808.75	7,808.75					
03-23-07	0258124	- IN	04/22/07		.00	4,195.00	4,195.00					
03-29-07	0258440	- IN	04/28/07		.00	1,282.50	1,282.50					
03-29-07	0258579	- IN	03/30/07		.00	11.25	11.25					4

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

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CUS. NO.	INVOICE NO	INVOICE DATE	INVOICE DUE DATE	DISCOUNT DUE DATE	DISCOUNT AMOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS DELQ
CUSTOMER 0543516 TOTALS:					.00	19,142.88	15,741.00	4,560.00	.00	.00	1,158.12	
0557119	MARGON BUSINESS SYSTEMS	03/16/07	0257767 - IN	04/15/07	CONTACT: FRANK MARICH .00	162.75	162.75	PHONE: (505) 263-5044	EXT:	CR LMT:	750.00	
CUSTOMER 0557119 TOTALS:					.00	162.75	162.75	.00	.00	.00	.00	
0582174	BUSINESS INFORMATION SVCS	03/21/07	0258018 - IN	04/20/07	CONTACT: JOSH DWORKIN .00	331.50	331.50	PHONE: (518) 347-2174	EXT:	CR LMT:	500.00	
CUSTOMER 0582174 TOTALS:					.00	331.50	331.50	.00	.00	.00	.00	
0585545	Northeast Toner Inc.	01/23/06	0235150 - IN	01/23/06	CONTACT: Paul Trictak .00	20.15		PHONE: (518) 899-5545	EXT:	CR LMT:	.00	
01/27/06	0235569 - IN	01/27/06			.00	51.00					20.15	
02/10/06	0236513 - IN	02/10/06			.00	11.00					51.00	
02/21/06	0237046 - IN	02/21/06			.00	14.25					11.00	
02/24/06	0237348 - IN	02/24/06			.00	71.50					14.25	
03/03/06	0237861 - IN	03/03/06			.00	39.60					71.50	
03/09/06	0238299 - IN	03/09/06			.00	161.15					39.60	
03/16/06	0238795 - IN	03/16/06			.00	154.50					161.15	
03/29/06	0239590 - IN	03/29/06			.00	9.50					154.50	
04/11/06	0240463 - IN	04/11/06			.00	249.25					9.50	
04/17/06	0240748 - IN	04/17/06			.00	79.50					249.25	
05/08/06	0241884 - IN	05/08/06			.00	6.50					79.50	
05/15/06	0242258 - IN	05/15/06			.00	47.50					6.50	
05/18/06	0242548 - IN	05/18/06			.00	5.94					47.50	
06/02/06	0243289 - IN	06/02/06			.00	3.75					5.94	
06/15/06	0244028 - IN	06/15/06			.00	108.50					3.75	
06/20/06	0244215 - IN	06/20/06			.00	44.40					108.50	
06/22/06	0244388 - IN	06/22/06			.00	26.00					44.40	
06/29/06	0244798 - IN	06/30/06			.00	21.50					26.00	
07/07/06	0245326 - IN	07/13/06			.00	123.25					21.50	
07/27/06	0245976 - IN	07/27/06			.00	54.45					123.25	
07/28/06	0246086 - IN	07/28/06			.00	59.40					54.45	
08/14/06	0246893 - IN	08/14/06			.00	92.95					59.40	
08/16/06	0247022 - IN	08/16/06			.00	79.20					92.95	
08/24/06	0247516 - IN	08/24/06			.00	102.00					79.20	
09/07/06	0248137 - IN	09/07/06			.00	175.50					102.00	
10/20/06	0250522 - IN	10/20/06			.00	27.00					175.50	
02/22/07	0256449 - IN	03/28/07			.00	26.95			26.95		27.00	
03/20/07	0257874 - CM				.00	4.95	4.95					6
CUSTOMER 0585545 TOTALS:					.00	1,980.59	4.95	.00	26.95	.00	2,002.59	
0604000	OUT OF TONER.COM	02/06/07	0255572 - IN	03/08/07	CONTACT: JAMES TAYLOR - PRO MGR .00	100.00		PHONE: (623) 587-9408	EXT:	CR LMT:	6,000.00	
03/08/07	0257269 - IN	04/07/07			.00	121.70	121.70		100.00			
03/08/07	0257347 - IN	04/07/07			.00	1,957.00	1,957.00					
03/15/07	0257717 - IN	04/14/07			.00	648.00	648.00					
03/21/07	0258034 - IN	04/20/07			.00	835.00	835.00					
03/27/07	0258343 - IN	04/26/07			.00	643.50	643.50					
CUSTOMER 0604000 TOTALS:					.00	4,105.20	4,205.20	.00	100.00	.00	.00	
0621755	ADVANCED GRAPHIC SYSTEMS	12/27/06	0253655 - IN	01/26/07	CONTACT: DOUG NIELSEN .00	590.00		PHONE: (763) 545-1755	EXT:	CR LMT:	5,000.00	
12/28/06	0253700 - IN	01/27/07			.00	50.25					590.00	
01/03/07	0253884 - IN	02/02/07			.00	118.75					50.25	
02/06/07	0255510 - IN	03/08/07			.00	218.50			218.50		118.75	
03/06/07	0257137 - IN	04/05/07			.00	475.00	475.00					26
CUSTOMER 0621755 TOTALS:					.00	65.50	475.00	.00	218.50	.00	759.00	
0623330	PRECISION ROLLER	03/14/07	0257586 - IN	04/13/07	CONTACT: DENNIS KULHMAN .00	923.35	923.35	PHONE: (623) 581-3330	EXT: 2223	CR LMT:	4,500.00	
03/23/07	0258175 - IN	04/22/07			.00	610.75	610.75					
CUSTOMER 0623330 TOTALS:					.00	1,534.10	1,534.10	.00	.00	.00	.00	

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0628301	LASER XPRTS. INC.	03/15/07	0257666 - IN 04/14/07	CONTACT: PATRICK MC AULEY - PRO MG	PHONE: (520) 886-8301	EXT:	CR LMT:	2,500.00			
				.00	1,197.00	1,197.00					
			CUSTOMER 0628301 TOTALS:	.00	1,197.00	1,197.00	.00	.00	.00	.00	
0628444	EVREX / DBA FRONTIER LASER	02/21/07	0256384 - IN 03/23/07	CONTACT: ELAINE MC BEE	PHONE: (623) 580-8444	EXT:	CR LMT:	5,000.00			
03/27/07	0258350 - IN 04/26/07			.00	39.50	39.50					
			CUSTOMER 0628444 TOTALS:	.00	987.50	1,027.00	.00	39.50	.00	.00	
0628922	LaserFax	03/13/07	0257511 - IN 04/12/07	CONTACT: Tom Cazanaugh	PHONE: (952) 920-8922	EXT:	CR LMT:	3,000.00			
				.00	145.60	145.60					
			CUSTOMER 0628922 TOTALS:	.00	145.60	145.60	.00	.00	.00	.00	
0633991	OASIS IMAGING	02/15/07	0256055 - IN 03/17/07	CONTACT: JASON SCHNEIDERMAN	PHONE: (603) 880-3991	EXT:	CR LMT:	30,000.00			
03/02/07	0257019 - IN 04/01/07			.00	8,162.86	8,162.86					17
03/23/07	0258118 - IN 04/22/07			.00	335.00	335.00					2
03/29/07	0258582 - IN 04/28/07			.00	176.00	176.00					
			CUSTOMER 0633991 TOTALS:	.00	8,158.64	8,158.64	335.00	8,162.86	.00	.00	
0642707	BUCKEYE LASER PRINTER	03/09/07	0257406 - IN 04/08/07	CONTACT: NATHAN HAIN - OWNER	PHONE: (614) 818-2710	EXT:	CR LMT:	5,000.00			
				.00	121.75	121.75					
			CUSTOMER 0642707 TOTALS:	.00	121.75	121.75	.00	.00	.00	.00	
0663018	SNAPPY COPY OFFICE MACHINES	01/18/07	0254710 - IN 02/17/07	CONTACT: DAVID DENG	PHONE: (626) 318-3018	EXT:	CR LMT:	500.00			
	**** ON CREDIT HOLD ****			.00	44.75	44.75					45
			CUSTOMER 0663018 TOTALS:	.00	44.75	.00	.00	.00	44.75	.00	
0663565	CES COPIER EXPRESS SERVICE	03/08/07	0257279 - IN 04/07/07	CONTACT: KEN HOM. OWR	PHONE: (626) 575-3565	EXT:	CR LMT:	5,000.00			
03/29/07	0258540 - IN 04/28/07			.00	568.95	568.95					
			CUSTOMER 0663565 TOTALS:	.00	524.00	524.00	.00	.00	.00	.00	
0670539	OFFICE EQUIPMENT SOURCE INC	02/12/07	0255850 - IN 03/14/07	CONTACT: BILL WHITE	PHONE: (607) 737-0539	EXT:	CR LMT:	1,000.00			
				.00	167.00	167.00					20
			CUSTOMER 0670539 TOTALS:	.00	167.00	.00	.00	167.00	.00	.00	
0678652	ASTRO IMAGING SERVICE & SUPPLY	03/08/07	0257330 - IN 04/07/07	CONTACT: Felipe Martinez	PHONE: (617) 224-8652	EXT:	CR LMT:	2,500.00			
03/19/07	0257821 - IN 04/18/07			.00	263.85	263.85					
03/26/07	0258220 - IN 04/25/07			.00	807.50	807.50					
03/29/07	0258591 - IN 04/28/07			.00	103.50	103.50					
			CUSTOMER 0678652 TOTALS:	.00	352.25	352.25	.00	.00	.00	.00	
0691615	OFFICIA IMAGING	02/09/07	0255815 - IN 03/11/07	CONTACT: ALAN ERICKSON (BUYER)	PHONE: (858) 300-8702	EXT: 1163	CR LMT:	1,000.00			
				.00	94.25	94.25					23
			CUSTOMER 0691615 TOTALS:	.00	94.25	.00	.00	94.25	.00	.00	
0707202	ATLANTA LASER	03/08/07	0257315 - IN 05/07/07	CONTACT: KENNETH BOISTRUM	PHONE: (770) 423-7202	EXT:	CR LMT:	15,000.00			
03/15/07	0257651 - IN 05/14/07			.00	255.00	255.00					
03/29/07	0258584 - IN 05/28/07			.00	255.00	255.00					
			CUSTOMER 0707202 TOTALS:	.00	1,380.50	1,380.50	.00	.00	.00	.00	
0708423	BUCKEYE COPIER SALES	02/19/07	0256257 - IN 03/21/07	CONTACT: JIM LESTOCK	PHONE: (740) 685-8423	EXT:	CR LMT:	1,000.00			
03/29/07	0258442 - IN 04/28/07			.00	136.05	136.05					13
	**** ON CREDIT HOLD ****			.00	103.60	103.60					
			CUSTOMER 0708423 TOTALS:	.00	239.65	103.60	.00	136.05	.00	.00	

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ALL OPEN INVOICES - AGED AS OF: 04/03/07

ACRN NO: 00 SUMMIT

CUSTOMER	INVOICE	DISCOUNT	DISCOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS
INV DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT						DELQ
0712111	NATIONAL COPY CARTRIDGE	CONTACT: STEVE KIPP				PHONE: (619) 562-6995	EXT:	CR LMT:	50,000.00	
03/09/07	0257352 - IN 04/08/07	.00	180.00	180.00						
03/12/07	0257479 - IN 04/11/07	.00	720.00	720.00						
03/13/07	0257519 - IN 04/12/07	.00	108.75	108.75						
03/13/07	0257548 - IN 04/12/07	.00	400.00	400.00						
03/15/07	0257656 - IN 04/14/07	.00	1,305.00	1,305.00						
03/16/07	0257787 - IN 04/15/07	.00	270.00	270.00						
03/22/07	0258086 - IN 04/21/07	.00	710.75	710.75						
03/22/07	0258108 - IN 04/21/07	.00	742.50	742.50						
03/23/07	0258182 - IN 04/22/07	.00	756.00	756.00						
03/27/07	0258330 - IN 04/26/07	.00	176.75	176.75						
03/27/07	0258341 - IN 04/26/07	.00	2,865.00	2,865.00						
03/27/07	0258354 - IN 04/26/07	.00	400.00	400.00						
03/28/07	0258408 - IN 04/27/07	.00	692.75	692.75						
CUSTOMER 0712111 TOTALS:				.00	9,327.50	9,327.50	.00	.00	.00	.00
0724000	SUPPLY SAVER	CONTACT: LARRY JONES				PHONE: (732) 938-4000	EXT:	CR LMT:	1,000.00	
03/15/07	0257661 - IN 04/14/07	.00	337.25	337.25						
CUSTOMER 0724000 TOTALS:				.00	337.25	337.25	.00	.00	.00	.00
0731219	TONER TIME	CONTACT: Jesus Barragan				PHONE: (773) 481-1219	EXT:	CR LMT:	90,000.00	
11/01/06	0251031 - IN 12/16/06	.00	6,050.00	6,050.00					108	
11/10/06	0251585 - IN 12/25/06	.00	1,800.00	1,800.00					99	
11/15/06	0251752 - IN 12/30/06	.00	1,015.00	1,015.00					94	
11/20/06	0251990 - IN 01/04/07	.00	1,440.00	1,440.00					89	
11/22/06	0252108 - IN 01/06/07	.00	5,445.00	5,445.00					87	
11/22/06	0252143 - IN 01/06/07	.00	5,400.00	5,400.00					87	
11/30/06	0252382 - IN 01/14/07	.00	1,440.00	1,440.00					79	
11/30/06	0252420 - IN 01/14/07	.00	5,445.00	5,445.00					79	
12/05/06	0252658 - IN 01/19/07	.00	360.00	360.00					74	
12/05/06	0252968 - IN 05/03/07	.00	960.00	960.00						
12/05/06	0258538 - IN 05/13/07	.00	3,550.00	3,550.00						
CUSTOMER 0731219 TOTALS:				.00	32,905.00	4,510.00	.00	.00	.00	28,395.00
0736562	TONER DEPOT	CONTACT: MIKE ANIZADEH				PHONE: (713) 660-6562	EXT:	CR LMT:	1,000.00	
03/12/07	0257459 - IN 03/12/07	.00	16.20	16.20						22
03/27/07	0258263 - IN 03/27/07	.00	65.75	65.75						7
CUSTOMER 0736562 TOTALS:				.00	81.95	81.95	.00	.00	.00	.00
0742150	DURA IMAGING GROUP, INC.	CONTACT: SAM KIM, G.M.				PHONE: (714) 254-1445	EXT: 25	CR LMT:	15,000.00	
01/23/07	0254848 - IN 03/09/07	.00	.01	.01				.01	25	
02/07/07	0255623 - IN 03/24/07	.00	200.00	200.00					10	
02/08/07	0255674 - IN 03/25/07	.00	957.00	957.00					9	
02/20/07	0256321 - IN 04/06/07	.00	207.00	207.00						
03/12/07	0257565 - IN 04/26/07	.00	592.50	592.50						
CUSTOMER 0742150 TOTALS:				.00	1,956.51	592.50	.00	1,364.00	.01	.00
0742311	FAY-WEST COPIER SERVICE	CONTACT: PATRICK TRESSLER				PHONE: (724) 423-2311	EXT:	CR LMT:	.00	
02/05/07	0255472 - IN 02/05/07	.00	3.00	3.00			3.00		57	
CUSTOMER 0742311 TOTALS:				.00	3.00	.00	.00	3.00	.00	.00
0745521	PROFESSIONAL OFFICE SYS., INC.	CONTACT: Dave				PHONE: (724) 568-5521	EXT:	CR LMT:	.00	
03/28/07	0258370 - IN 03/28/07	.00	138.95	138.95					6	
CUSTOMER 0745521 TOTALS:				.00	138.95	138.95	.00	.00	.00	.00
0745550	CAROLINA CARTRIDGE SUPPLIES	CONTACT: TAMMY LaROCHE				PHONE: (704) 347-2447	EXT: 31	CR LMT:	5,000.00	
03/06/07	0257121 - IN 04/05/07	.00	241.50	241.50						
CUSTOMER 0745550 TOTALS:				.00	241.50	241.50	.00	.00	.00	.00
0764760	PHOTIKON	CONTACT: DEBBIE MATTISON				PHONE: (585) 421-0540	EXT: 224	CR LMT:	30,000.00	
02/01/07	0255347 - IN 03/03/07	.00	559.75	559.75				559.75	31	

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

Summit Technologies LLC

ALL OPEN INVOICES - AGED AS OF: 04/03/07

SPRINT NO: 00 SUMMIT

CUSTOMER	INVOICE	DISCOUNT	DISCOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS
INV DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT						DELQ
CUSTOMER 0764760 TOTALS:				.00	559.75	.00	.00	.00	559.75	.00
0768100	AMERICAN TONER & CARTRIDGE	CONTACT: MIKE SKIDMORE	PHONE: (585) 924-7500	EXT:	CR LMT:	10,000.00				
01-29-07	0255105 - IN 02-28-07	.00	12.50		12.50					34
CUSTOMER 0768100 TOTALS:				.00	12.50	.00	.00	.00	12.50	.00
0777149	DATATRONICS	CONTACT: Marvin Jackson	PHONE: (757) 826-7149	EXT:	CR LMT:	1,000.00				
03-06-07	0257129 - IN 04-05-07	.00	75.00	75.00						
CUSTOMER 0777149 TOTALS:				.00	75.00	75.00	.00	.00	.00	.00
0780045	CENTRO SERVICIOS	CONTACT: JESUS VELEZ	PHONE: (787) 647-0045	EXT:	CR LMT:	.00				
02-22-07	0256435 - IN 03-28-07	.00	117.70		117.70					6
CUSTOMER 0780045 TOTALS:				.00	117.70	.00	.00	117.70	.00	.00
0780055	1 800 Copiers Office *** DNS**	CONTACT: EDWARD HUAYAMAVE	PHONE: (718) 417-0055	EXT:	CR LMT:	.00				
01-08-07	0254088 - IN 01-08-07	.00	38.65		38.65					85
01-29-07	0255144 - IN 01-29-07	.00	62.46		62.46					64
***** ON CREDIT HOLD *****										
CUSTOMER 0780055 TOTALS:				.00	101.11	.00	.00	.00	101.11	.00
0782880	RIDGEWAY TYPEWRITER	CONTACT: MICHAEL GALINSKY	PHONE: (718) 745-2880	EXT:	CR LMT:	1,000.00				
03-06-07	0257134 - IN 04-05-07	.00	138.50	138.50						
03-16-07	0257766 - IN 04-15-07	.00	59.65	59.65						
CUSTOMER 0782880 TOTALS:				.00	198.15	198.15	.00	.00	.00	.00
0783574	WORLD OF CARTRIDGES	CONTACT: Felix Morales	PHONE: (718) 854-3574	EXT:	CR LMT:	.00				
02-19-07	0256249 - IN 02-19-07	.00	1.00		1.00					
03-23-07	0258335 - IN 03-27-07	.00	824.75	824.75						7
CUSTOMER 0783574 TOTALS:				.00	823.75	824.75	.00	1.00	.00	.00
0803075	I-M TECHNOLOGY, LLC	CONTACT: PHIL BRYAN	PHONE: (860) 885-1532	EXT:	CR LMT:	5,000.00				
03-27-07	0258315 - IN 04-26-07	.00	301.50	301.50						
03-29-07	0258635 - IN 04-28-07	.00	42.00	42.00						
CUSTOMER 0803075 TOTALS:				.00	343.50	343.50	.00	.00	.00	.00
0805963	LASER CONCEPTS	CONTACT: RICHARD & CAROLYN DOUGAN	PHONE: (870) 862-5963	EXT:	CR LMT:	2,500.00				
03-09-07	0257407 - IN 04-08-07	.00	567.65	567.65						
03-12-07	0257439 - IN 04-11-07	.00	71.10	71.10						
03-15-07	0257659 - IN 04-14-07	.00	323.90	323.90						
CUSTOMER 0805963 TOTALS:				.00	962.65	962.65	.00	.00	.00	.00
0813190	LASER SOLUTIONS	CONTACT: TERRY KENNARD	PHONE: (801) 225-5195	EXT:	CR LMT:	2,500.00				
01-29-07	0255160 - IN 02-28-07	.00	307.95		307.95					34
02-02-07	0255425 - IN 03-04-07	.00	315.95		315.95					30
02-13-07	0255912 - IN 03-15-07	.00	103.85		103.85					19
02-13-07	0255951 - IN 03-15-07	.00	116.75		116.75					19
02-28-07	0256841 - IN 03-30-07	.00	166.15		166.15					4
03-06-07	0257151 - IN 04-05-07	.00	162.00	162.00						
03-07-07	0257233 - IN 04-06-07	.00	183.90	183.90						
03-09-07	0257408 - IN 04-08-07	.00	67.55	67.55						
03-16-07	0257786 - IN 04-15-07	.00	218.25	218.25						
03-23-07	0258174 - IN 04-22-07	.00	212.35	212.35						
03-29-07	0258539 - IN 04-28-07	.00	130.10	130.10						
***** ON CREDIT HOLD *****										
CUSTOMER 0813190 TOTALS:				.00	1,984.80	974.15	166.15	220.60	623.90	.00
0819578	B.B. & C.	CONTACT: JOEY HALES - BUYER	PHONE: (801) 978-9578	EXT:	CR LMT:	.00				
03-06-07	0257131 - IN 03-06-07	.00	109.05	109.05						
CUSTOMER 0819578 TOTALS:				.00	109.05	109.05	.00	.00	.00	.00
0821119	LASER LINE INC.	CONTACT: JEFF FAULKNER	PHONE: (812) 365-3244	EXT:	CR LMT:	2,000.00				
03-21-07	0256234 - IN 03-21-07	.00	170.00		170.00					13
04-28-07	0258510 - IN 04-28-07	.00	1,033.00	1,033.00						

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ACCOUNTS RECEIVABLE AGED INVOICE REPORT

Summit Technologies LLC

ALL OPEN INVOICES - AGED AS OF: 04/03/07

FORM NO: 00 SUMMIT

CUS. ORDER	INVOICE	DISCOUNT	DISCOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS
INV DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT						DELQ
CUSTOMER 0823119 TOTALS:				.00	1,203.00	1,033.00	.00	170.00	.00	.00
0850397	COASTAL IMAGING	CONTACT: KEN KIESELHORST		PHONE: (805) 461-0397		EXT: CR LMT:		4,000.00		31
02 01 07	0255322 - IN	03 03 07	.00	1,212.30				1,212.30		
03 05 07	0257026 - IN	04 04 07	.00	79.75	79.75					
CUSTOMER 0850397 TOTALS:				.00	1,292.05	79.75	.00	.00	1,212.30	.00
0850696	MICRO SOLUTIONS ENTERPRISES	CONTACT: JASON TONY - BUYER		PHONE: (818) 883-2050		EXT: 148 CR LMT:		100,000.00		
02 06 07	0255568 - IN	04 07 07	.00	3,675.00			3,675.00			
02 13 07	0255996 - IN	04 14 07	.00	1,000.00			1,000.00			
02 15 07	0256107 - IN	04 16 07	.00	1,500.00			1,500.00			
02 16 07	0256178 - IN	04 17 07	.00	1,000.00			1,000.00			
02 20 07	0256271 - IN	04 21 07	.00	1,200.00			1,200.00			
02 22 07	0256478 - IN	04 23 07	.00	1,500.00			1,500.00			
02 27 07	0256821 - IN	04 28 07	.00	1,100.00	1,100.00					
03 12 07	0257478 - IN	05 11 07	.00	1,000.00	1,000.00					
03 23 07	0258183 - IN	05 22 07	.00	1,500.00	1,500.00					
03 27 07	0258342 - IN	05 26 07	.00	600.00	600.00					
CUSTOMER 0850696 TOTALS:				.00	14,075.00	3,100.00	1,100.00	9,875.00	.00	.00
0851403	ADVANCED CARTRIDGE	CONTACT: Mac Bryant		PHONE: (815) 334-1403		EXT: 208 CR LMT:		25,000.00		12
02 05 07	0255464 - IN	03 22 07	.00	2,031.75			2,031.75			
03 01 07	0256906 - IN	04 15 07	.00	2,559.00	2,559.00					
03 19 07	0257818 - IN	05 03 07	.00	1,731.50	1,731.50					
CUSTOMER 0851403 TOTALS:				.00	6,322.25	1,731.50	2,559.00	2,031.75	.00	.00
0852100	IMAGETEK	CONTACT: RON BURSKI		PHONE: (805) 584-2100		EXT: CR LMT:		15,000.00		
03 27 07	0258340 - IN	04 26 07	.00	468.50	468.50					
CUSTOMER 0852100 TOTALS:				.00	468.50	468.50	.00	.00	.00	.00
0861226	LASER SUPERCHARGE	CONTACT: PAT HILDEBRANDT		PHONE: (816) 453-6741		EXT: CR LMT:		6,000.00		0
02 23 07	0256512 - IN	03 25 07	.00	239.75			239.75			
03 08 07	0257271 - IN	04 07 07	.00	328.75	328.75					
CUSTOMER 0861226 TOTALS:				.00	568.50	328.75	239.75	.00	.00	.00
0862022	PROFESSIONAL BUSINESS MACHINES	CONTACT: Rick Stokes		PHONE: (864) 834-2022		EXT: CR LMT:		1,000.00		
03 21 07	0258003 - IN	04 20 07	.00	92.55	92.55					
CUSTOMER 0862022 TOTALS:				.00	92.55	92.55	.00	.00	.00	.00
0863131	The Computer Guy	CONTACT: CHARLES MILES		PHONE: (816) 532-1585		EXT: CR LMT:		235.75-		.00
03 10 06	0238371 - IN	03 10 06	.00	235.75-						
***** ON CREDIT HOLD *****										
CUSTOMER 0863131 TOTALS:				.00	235.75-	.00	.00	.00	.00	235.75-
0866863	LASER CARTRIDGE RECYCLERS	CONTACT: ELOY & IRMA HERAS		PHONE: (806) 468-7555		EXT: CR LMT:		3,000.00		
03 21 07	0258009 - IN	04 24 07	.00	596.80	596.80					
03 27 07	0258287 - IN	04 30 07	.00	47.50	47.50					
***** ON CREDIT HOLD *****										
CUSTOMER 0866863 TOTALS:				.00	644.30	644.30	.00	.00	.00	.00
0867600	COPIER SHOP	CONTACT: KATHY GROEGER		PHONE: (816) 436-7600		EXT: CR LMT:		1,000.00		
03 06 07	0257122 - IN	04 05 07	.00	246.75	246.75					
CUSTOMER 0867600 TOTALS:				.00	246.75	246.75	.00	.00	.00	.00
0874606	LAZERCOMP	CONTACT: WAYNE CARY- OWNER		PHONE: (817) 654-4606		EXT: CR LMT:		2,000.00		
12 20 06	0253482 - IN	01 19 07	.00	69.50-						69.50-
02 06 07	0255543 - IN	03 08 07	.00	39.50-						
02 09 07	0255785 - IN	03 11 07	.00	469.50			39.50-			
02 13 07	0255962 - IN	03 15 07	.00	588.30			469.50			23
02 23 07	0256507 - IN	03 25 07	.00	419.50		419.50	588.30			19
03 01 07	0256885 - IN	03 31 07	.00	1,105.45		1,105.45				9
03 15 07	0257705 - IN	04 14 07	.00	653.10	653.10					3
03 15 07	0257819 - IN	04 18 07	.00	259.00	259.00					
03 15 07	0258007 - IN	04 20 07	.00	520.75	520.75					

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ACCOUNTS RECEIVABLE AGED INVOICE REPORT

Summit Technologies LLC

ALL OPEN INVOICES - AGED AS OF: 04/03/07

VERSION NO: 00 SUMMIT

CU	INVOICE	INVOICE	DISCOUNT	DISCOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS
INV DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT							DELQ
03-27-07	0258339 - IN	04-26-07		.00	584.75	584.75					
***** CREDIT LIMIT EXCEEDED *****											
CUSTOMER 0874606 TOTALS:				.00	4,491.35	2,017.60	1,524.95	1,018.30	.00	69.50	
0880229	DEPARTMENT OF CORRECTIONS	CONTACT: RONNIE MC KINNEY									
11-30-06	0252409 - IN	12-30-06		.00	260.00						
03-27-07	0258299 - IN	04-26-07		.00	5,014.80	5,014.80					
03-27-07	0258300 - IN	04-26-07		.00	1,687.75	1,687.75					
03-27-07	0258301 - IN	04-26-07		.00	2,525.00	2,525.00					
03-27-07	0258302 - IN	04-26-07		.00	2,612.05	2,612.05					
***** CREDIT LIMIT EXCEEDED *****											
CUSTOMER 0880229 TOTALS:				.00	12,099.60	11,839.60	.00	.00	.00	260.00	
0880250	IMAGE TECHNOLOGIES*DNS*	CONTACT: RAY-A/P SUPERVISOR x 104									
10-19-05	0229184 - IN	12-18-05		.00	663.82						
10-19-05	0229201 - IN	12-18-05		.00	291.00						
10-20-05	0229288 - IN	12-19-05		.00	480.00						
10-25-05	0229659 - IN	12-24-05		.00	221.00						
10-25-05	0229661 - IN	12-24-05		.00	1,200.00						
10-27-05	0229787 - IN	12-26-05		.00	119.00						
10-28-05	0229899 - IN	12-27-05		.00	1,200.00						
11-01-05	0230108 - IN	12-31-05		.00	1,939.05						
11-02-05	0230259 - IN	01-01-06		.00	645.00						
11-08-05	0230625 - IN	01-07-06		.00	1,256.04						
11-21-05	0231424 - IN	01-20-06		.00	25.00						
02-28-06	0237538 - IN	04-29-06		.00	25.00						
***** ON CREDIT HOLD *****											
CUSTOMER 0880250 TOTALS:				.00	8,064.91	.00	.00	.00	.00	8,064.91	
0881112	IMAGING RESOURCES	CONTACT: NIKHIL ARORA									
06-08-06	0243608 - IN	07-08-06		.00	15.00						
06-22-06	0244393 - IN	07-22-06		.00	95.40						
06-23-06	0244436 - IN	07-23-06		.00	7.95						
06-23-06	0245424 - IN	08-13-06		.00	33.75						
06-23-06	249208F - CM			.00	24.00						
01-16-07	0254527 - IN	02-15-07		.00	15.00						
01-26-07	0255099 - IN	02-25-07		.00	700.00						
02-21-07	0256412 - IN	03-23-07		.00	135.00						
02-22-07	0256480 - IN	03-24-07		.00	92.00						
03-06-07	0257175 - IN	04-05-07		.00	35.00	35.00					
03-20-07	0258109 - IN	04-19-07		.00	990.00	990.00					
03-22-07	0258081 - IN	04-21-07		.00	2,879.00	2,879.00					
03-23-07	0258166 - IN	04-22-07		.00	16,525.00	16,525.00					
03-26-07	0258214 - IN	04-25-07		.00	336.25	336.25					
03-28-07	0258416 - IN	04-27-07		.00	70.00	70.00					
03-28-07	0258426 - IN	04-27-07		.00	3,160.00	3,160.00					
CUSTOMER 0881112 TOTALS:				.00	24,731.15	23,995.25	.00	227.00	685.00	176.10	
0881500	INTERNATIONAL LASER GROUP	CONTACT: FARIDEH JOSEPHSON									
02-15-07	0256094 - IN	03-17-07		.00	2,160.75						
02-16-07	0256177 - IN	03-18-07		.00	4.75						
03-28-07	0258355 - IN	04-27-07		.00	1,318.25	1,318.25					
CUSTOMER 0881500 TOTALS:				.00	3,483.75	1,318.25	.00	2,165.50	.00	.00	
0886622	IMAGING PRODUCTS SPECIALIST	CONTACT: MICHAEL LICHSTEIN									
02-09-07	0255811 - IN	03-11-07		.00	364.00						
03-06-07	0257149 - IN	04-05-07		.00	486.25	486.25					
03-26-07	0258215 - IN	04-25-07		.00	125.25	125.25					
CUSTOMER 0886622 TOTALS:				.00	975.50	611.50	.00	364.00	.00	.00	
0889700	LASER IMAGING INTERNATIONAL	CONTACT: MARK DRAKE - TECH SVCS									
12-06-06	0252732 - IN	02-04-07		.00	216.75						
12-11-06	0252950 - IN	02-09-07		.00	261.50						
12-13-06	0253109 - IN	02-11-07		.00	150.00						
12-13-06	0253110 - IN	02-11-07		.00	150.00						
01-17-07	0254587 - IN	03-18-07		.00	375.75						
01-18-07	0254651 - IN	03-19-07		.00	150.00						
01-18-07	0254654 - IN	03-19-07		.00	171.75						
01-18-07	0255422 - IN	04-03-07		.00	150.00						

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ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

*ON NO: 00 SUMMIT

CUS	INER	INVOICE	DISCOUNT	DISCOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS
INV	DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT						DELQ
02:13:07		0255998 - IN	04/14/07		.00	38.25		38.25			
03:01:07		0256956 - IN	04/30/07		.00	100.00	100.00				
CUSTOMER 0889700 TOTALS:					.00	1,764.00	.00	100.00	38.25	847.50	778.25
0890073	LASER QUICK	CONTACT: STEVE WILLOUGHBY		PHONE: (859) 858-0073		EXT:	CR LMT:	1,500.00			
03:06:07	0257108 - IN	04:05:07		.00	170.25	170.25					
***** ON CREDIT HOLD *****											
CUSTOMER 0890073 TOTALS:					.00	170.25	170.25	.00	.00	.00	.00
0896578	WRIGHT FAX & PRINTER SERVICE	CONTACT: ERIC WRIGHT		PHONE: (859) 492-6578		EXT:	CR LMT:	1,000.00			
01:11:07	0254325 - IN	02/10:07		.00	139.80				139.80		52
02:07:07	0255665 - IN	03/09:07		.00	79.30			79.30			25
CUSTOMER 0896578 TOTALS:					.00	219.10	.00	.00	79.30	139.80	.00
0901114	ITS / IMAGE TECHNOLOGY SERVICE	CONTACT: AL ROLLER		PHONE: (970) 225-1114		EXT:	CR LMT:	1,000.00			
03:23:07	0258161 - IN	04:22:07		.00	146.80	146.80					
03:29:07	0258617 - IN	04:28:07		.00	26.00	26.00					
CUSTOMER 0901114 TOTALS:					.00	172.80	172.80	.00	.00	.00	.00
0905140	Printer's Island	CONTACT: John Hector		PHONE: (940) 636-5140		EXT:	CR LMT:	2,000.00			
03:06:07	0257103 - IN	04:05:07		.00	405.25	405.25					
03:29:07	0258509 - IN	04:28:07		.00	588.00	588.00					
CUSTOMER 0905140 TOTALS:					.00	993.25	993.25	.00	.00	.00	.00
0922884	AMERICAN BUSINESS SYSTEMS	CONTACT: Rick Farmer		PHONE: (918) 294-8959		EXT:	CR LMT:	1,000.00			
02:27:07	0256728 - IN	03:29:07		.00	106.70		106.70				5
03:07:07	0257216 - IN	04:06:07		.00	41.70	41.70					
03:07:07	0257246 - IN	04:06:07		.00	67.55	67.55					
03:08:07	0257364 - IN	04:08:07		.00	46.75	46.75					
03:08:07	0257995 - IN	04:20:07		.00	79.10	79.10					
CUSTOMER 0922884 TOTALS:					.00	341.80	235.10	106.70	.00	.00	.00
0929288	THINK4 INC.COM	CONTACT: JEFFERY & BRENDA IAN		PHONE: (928) 777-9288		EXT:	CR LMT:	6,000.00			
02:26:07	0256634 - IN	03:28:07		.00	463.50	463.50					6
***** ON CREDIT HOLD *****											
CUSTOMER 0929288 TOTALS:					.00	463.50	.00	463.50	.00	.00	.00
0932700	POLEK & POLEK	CONTACT: ROBERT (ROB) DI CERBO		PHONE: (973) 439-2700		EXT: 122	CR LMT:	5,000.00			
01:18:07	0254954 - IN	02:17:07		.00	187.00				187.00		45
02:20:07	0256320 - IN	03:22:07		.00	341.55			341.55			12
CUSTOMER 0932700 TOTALS:					.00	528.55	.00	.00	341.55	187.00	.00
0938387	LASERCYCLE	CONTACT: CHAD SEAL		PHONE: (913) 894-8387		EXT:	CR LMT:	20,000.00			
03:29:07	0258600 - IN	05:13:07		.00	84.25	84.25					
CUSTOMER 0938387 TOTALS:					.00	84.25	84.25	.00	.00	.00	.00
0942470	COPYLITE PRODUCTS CORPORATION	CONTACT:		PHONE: (954) 581-2470		EXT:	CR LMT:	500.00			
03:27:07	0258269 - IN	04:26:07		.00	159.00	159.00					
CUSTOMER 0942470 TOTALS:					.00	159.00	159.00	.00	.00	.00	.00
0947968	T-LINE NORTH, INC.	CONTACT: Marcos Luna		PHONE: (954) 920-5005		EXT:	CR LMT:	.00			
02:02:07	0255394 - IN	02:02:07		.00	170.00				170.00		60
CUSTOMER 0947968 TOTALS:					.00	170.00	.00	.00	.00	170.00	.00
0959320	COMPLETE IMAGING SYSTEMS	CONTACT: ED HUDSON		PHONE: (925) 798-9320		EXT:	CR LMT:	1,000.00			
03:13:07	0257506 - IN	04:12:07		.00	187.70	187.70					
CUSTOMER 0959320 TOTALS:					.00	187.70	187.70	.00	.00	.00	.00
0964590	ADVANCED COPIER SYSTEMS	CONTACT: QUIRINO & MARY MENDOZA		PHONE: (956) 361-4590		EXT:	CR LMT:	500.00			
03:13:07	0257567 - IN	03:20:07		.00	21.50	21.50					14

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

SIGN NO: 00 SUMMIT

CUS. MER.	INVOICE NO	INVOICE DUE DATE	DISCOUNT DUE DATE	DISCOUNT AMOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS DELQ
CUSTOMER 0964590 TOTALS:				.00	21.50	21.50	.00	.00	.00	.00	
0971433	TONER RESOURCE	CONTACT: DAWN LESTERSON		PHONE: (907) 262-1433		EXT:	CR LMT:	500.00			
02/23/07	0256518 - IN	03/25/07		.00	233.50		233.50				9
02/27/07	0256697 - IN	03/29/07		.00	24.75		24.75				5
CUSTOMER 0971433 TOTALS:				.00	258.25	.00	258.25	.00	.00	.00	
0982121	ELITE CREATIVE SOLUTIONS, LLC	CONTACT: PAUL FOEGELIE		PHONE: (918) 258-2121		EXT: 114	CR LMT:	5,000.00			
02/23/07	0256498 - IN	03/25/07		.00	495.00		495.00				9
02/28/07	0256822 - IN	03/30/07		.00	1,237.50		1,237.50				1
03/13/07	0257566 - IN	04/12/07		.00	594.00	594.00					
03/15/07	0257715 - IN	04/14/07		.00	1,237.50	1,237.50					
03/19/07	0257857 - IN	04/18/07		.00	495.00	495.00					
03/26/07	0258226 - IN	04/25/07		.00	1,039.50	1,039.50					
03/26/07	0258227 - IN	04/25/07		.00	1,077.00	1,077.00					
***** CREDIT LIMIT EXCEEDED *****											
CUSTOMER 0982121 TOTALS:				.00	6,175.50	4,443.00	1,732.50	.00	.00	.00	
0984989	CALTON'S COPIERS & FAX***DNS**	CONTACT: WAYNE CALTON		PHONE: (928) 453-4989		EXT:	CR LMT:	1,000.00			
09/29/06	0249400 - IN	10/29/06		.00	90.45					90.45	156
01/22/07	0254760 - IN	02/21/07		.00	25.00			25.00			41
CUSTOMER 0984989 TOTALS:				.00	115.45	.00	.00	.00	25.00	90.45	
0988140	QUALITY PLUS	CONTACT: ROSEMARY REED		PHONE: (928) 474-8140		EXT:	CR LMT:	1,000.00			
03/15/07	0257685 - IN	04/14/07		.00	372.50	372.50					
03/19/07	0257805 - IN	04/18/07		.00	35.75	35.75					
03/22/07	0258073 - IN	04/21/07		.00	131.50	131.50					
CUSTOMER 0988140 TOTALS:				.00	539.75	539.75	.00	.00	.00	.00	
TKH IMAGING	CONTACT: BENNY ADEVA		PHONE: (714) 671-7730		EXT:	CR LMT:	10,000.00				
02/22/07	0256139 - IN	03/18/07		.00	540.00		540.00				16
02/22/07	0256413 - IN	03/24/07		.00	180.00		180.00				10
02/26/07	0256680 - IN	03/28/07		.00	427.50		427.50				6
03/12/07	0257476 - IN	04/11/07		.00	81.00	81.00					
03/12/07	0257477 - IN	04/11/07		.00	51.25	51.25					
03/13/07	0257559 - IN	04/12/07		.00	1,440.00	1,440.00					
CUSTOMER 0990777 TOTALS:				.00	2,719.75	1,572.25	427.50	720.00	.00	.00	
0991152	IMAGING SUPPLIES CO.	CONTACT: BILL VOGLER - BUYER		PHONE: (919) 776-1152		EXT:	CR LMT:	7,000.00			
02/16/07	0256117 - IN	03/18/07		.00	4.59		4.59				16
03/07/07	0257218 - IN	04/06/07		.00	56.75	56.75					
03/28/07	0258412 - IN	04/27/07		.00	99.50	99.50					
CUSTOMER 0991152 TOTALS:				.00	160.84	156.25	.00	4.59	.00	.00	
0992293	LASER MICRO ONE	CONTACT: ROBERT COLTRANE		PHONE: (888) 451-5277		EXT:	CR LMT:	3,500.00			
02/20/07	0256318 - IN	03/22/07		.00	387.00		387.00				12
02/21/07	0256383 - IN	03/23/07		.00	150.00		150.00				11
02/23/07	0256514 - IN	03/25/07		.00	613.75		613.75				9
03/05/07	0257096 - IN	04/04/07		.00	120.50	120.50					
03/06/07	0257126 - IN	04/05/07		.00	21.25	21.25					
03/16/07	0257751 - IN	04/15/07		.00	874.75	874.75					
03/16/07	0257791 - IN	04/15/07		.00	70.00	70.00					
03/28/07	0258360 - IN	04/27/07		.00	183.25	183.25					
03/28/07	0258429 - IN	04/27/07		.00	113.25	113.25					
03/28/07	0258431 - IN	04/27/07		.00	150.00	150.00					
***** ON CREDIT HOLD *****											
CUSTOMER 0992293 TOTALS:				.00	2,683.75	1,533.00	613.75	537.00	.00	.00	
232998B	NATIONAL TONER RECYCLING	CONTACT: DON RICHNER		PHONE: (203) 853-2998		EXT:	CR LMT:	15,000.00			
02/22/07	0256454 - IN	03/24/07		.00	1,107.00		1,107.00				10
02/23/07	0256533 - IN	03/25/07		.00	349.25		349.25				9
02/28/07	0256844 - IN	03/30/07		.00	66.00		66.00				4
03/06/07	0257154 - IN	04/05/07		.00	74.00	74.00					
03/22/07	0258044 - IN	04/21/07		.00	814.50	814.50					

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

ACCN NO: 00 SUMMIT

CUS	MER:	INVOICE	DISCOUNT	DISCOUNT									
INV DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS		
											DELQ		
CUSTOMER 232998B TOTALS:					.00	2,410.75	888.50	415.25	1,107.00	.00	.00		
403762B	LASERSCRIPT	CONTACT: John Wells					PHONE: (410) 381-3762		EXT:	CR LMT:	5,000.00		
03-05-07	0257087 - IN	04/04/07		.00	1,663.50	1,663.50							
03-06-07	0257160 - IN	04/05/07		.00	106.50	106.50							
03-08-07	0257338 - IN	04/07/07		.00	1,905.00	1,905.00							
03-09-07	0257358 - IN	04/08/07		.00	776.50	776.50							
03-14-07	0257639 - IN	04/13/07		.00	1,023.75	1,023.75							
03-19-07	0257816 - IN	04/18/07		.00	1,128.50	1,128.50							
03-21-07	0258035 - IN	04/20/07		.00	2,148.75	2,148.75							
03-23-07	0258180 - IN	04/22/07		.00	30.00	30.00							
03-27-07	0258345 - IN	04/26/07		.00	1,903.75	1,903.75							
***** CREDIT LIMIT EXCEEDED *****													
CUSTOMER 403762B TOTALS:					.00	10,686.25	10,686.25	.00	.00	.00	.00		
407776B	COPIER PRINTER REJUVENATORS	CONTACT: SALLY JONES					PHONE: (410) 742-7776		EXT:	CR LMT:	2,000.00		
03-22-07	0258098 - IN	04/21/07		.00	567.25	567.25							
CUSTOMER 407776B TOTALS:					.00	567.25	567.25	.00	.00	.00	.00		
420654B	ADVANCED LASER SYSTEMS	CONTACT: Tracie McNemey					PHONE: (402) 733-6288		EXT:	CR LMT:	6,000.00		
02-05-07	0255456 - IN	03/07/07		.00	478.75								
02-12-07	0255819 - IN	03/14/07		.00	118.75				478.75			27	
02-22-07	0256443 - IN	03/24/07		.00	91.00				118.75			20	
03-05-07	0257056 - IN	04-04-07		.00	507.50	507.50			91.00			10	
03-07-07	0257204 - IN	04-06-07		.00	500.50	500.50							
CUSTOMER 420654B TOTALS:					.00	1,696.50	1,008.00	.00	688.50	.00	.00		
436530B	DELRON LASER, INC.	CONTACT: SHERRY HERON - BUYER					PHONE: (403) 938-6530		EXT: 34	CR LMT:	6,000.00		
03-20-07	0257873 - IN	04/19/07		.00	227.25	227.25							
CUSTOMER 436530B TOTALS:					.00	227.25	227.25	.00	.00	.00	.00		
504522B	S.M. COPIERS	CONTACT: JACKIE BURDEN					PHONE: (510) 582-4522		EXT:	CR LMT:	3,000.00		
03-16-07	0257755 - IN	04/15/07		.00	265.50	265.50							
03-22-07	0258059 - IN	04/21/07		.00	292.50	292.50							
03-26-07	0258195 - IN	04/25/07		.00	190.00	190.00							
CUSTOMER 504522B TOTALS:					.00	748.00	748.00	.00	.00	.00	.00		
522107B	SAN ANTONIO PRINT SUPPLIES	CONTACT: MIKE JOHNSON					PHONE: (210) 365-5606		EXT:	CR LMT:	.00		
05-27-05	0218870 - IN	06-26-05		.00	135.40						135.40	646	
06-06-05	0219380 - IN	07-06-05		.00	74.26						74.26	636	
08-03-05	0223618 - IN	09-02-05		.00	389.74						389.74	578	
08-04-05	0223623 - IN	09-03-05		.00	125.00						125.00	577	
CUSTOMER 522107B TOTALS:					.00	724.40	.00	.00	.00	.00	724.40		
522568B	TONER PLUS	CONTACT: JAKE SACKETT					PHONE: (512) 339-8213		EXT: 156	CR LMT:	20,000.00		
02-15-07	0256072 - IN	04/01/07		.00	835.00				835.00			2	
02-16-07	0256202 - IN	04/02/07		.00	1,260.00				1,260.00			1	
02-23-07	0256546 - IN	04/09/07		.00	480.00								
02-28-07	0256797 - IN	04/14/07		.00	566.25								
03-01-07	0256945 - IN	04/15/07		.00	1,385.00								
03-08-07	0257256 - IN	04/22/07		.00	1,925.00	1,925.00							
03-08-07	0257257 - IN	04/22/07		.00	879.75	879.75							
03-09-07	0257361 - IN	04/23/07		.00	733.50	733.50							
03-20-07	0257865 - IN	05/04/07		.00	225.25	225.25							
03-21-07	0257978 - IN	05/05/07		.00	705.00	705.00							
03-23-07	0258117 - IN	05/07/07		.00	335.00	335.00							
03-23-07	0258121 - IN	05/07/07		.00	528.75	528.75							
03-29-07	0258589 - IN	05/13/07		.00	920.00	920.00							
CUSTOMER 522568B TOTALS:					.00	10,778.50	6,252.25	2,431.25	2,095.00	.00	.00		
564800B	LASER PERFORMANCE PRODUCTS	CONTACT: STEVE HAGER					PHONE: (631) 242-1122		EXT:	CR LMT:	10,000.00		
03-14-07	0257578 - IN	04/13/07		.00	722.50	722.50							
03-29-07	0258447 - IN	04/28/07		.00	841.25	841.25							

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ACCOUNTS RECEIVABLE AGED INVOICE REPORT

Summit Technologies LLC

ALL OPEN INVOICES - AGED AS OF: 04/03/07

BRN NO: 00 SUMMIT

CUS. NO.	INVOICE NO	INVOICE DATE	INVOICE DUE DATE	DISCOUNT DUE DATE	DISCOUNT AMOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS DELQ
CUSTOMER 564800B TOTALS:					.00	1,563.75	1,563.75	.00	.00	.00	.00	
621802B	IOT (Int'l Office Tech)			CONTACT: Jamey Dolan				PHONE: (651) 452-5630		EXT:	CR LMT:	35,000.00
02-07-07	0255636	- IN	03/24/07		.00	37.45				37.45		10
02-07-07	0255645	- IN	03/24/07		.00	327.25				327.25		10
02-14-07	0256052	- IN	03/31/07		.00	327.50				327.50		3
02-22-07	0256418	- IN	04/08/07		.00	376.75				376.75		
02-26-07	0256650	- IN	04/12/07		.00	54.75		54.75				
02-26-07	0256651	- IN	04/12/07		.00	726.10		726.10				
03-07-07	0257189	- IN	04/21/07		.00	442.25	442.25					
03-13-07	0257543	- IN	04/27/07		.00	143.15	143.15					
03-19-07	0257794	- IN	05-03-07		.00	104.25	104.25					
03-21-07	0257979	- IN	05-05-07		.00	332.25	332.25					
03-26-07	0258217	- IN	05-10-07		.00	1,113.25	1,113.25					
CUSTOMER 621802B TOTALS:					.00	3,984.95	2,135.15	780.85	1,068.95	.00	.00	
627862B	CLEAR COPY RECHARGE			CONTACT: ADAM & KERI GRAHAM				PHONE: (928) 775-6422		EXT:	CR LMT:	5,000.00
01-31-07	0255292	- IN	03/17/07		.00	125.50				125.50		17
02-21-07	0256408	- IN	04-07-07		.00	1,043.75			1,043.75			
03-14-07	0257600	- IN	04-28-07		.00	465.75	465.75					
03-28-07	0258361	- IN	05-12-07		.00	654.50	654.50					
CUSTOMER 627862B TOTALS:					.00	2,289.50	1,120.25	.00	1,043.75	125.50	.00	
857282B	STAR IMPRESSIONS			CONTACT: PAUL ESTRELLA				PHONE: (805) 482-7282		EXT:	CR LMT:	6,000.00
03-02-07	0256958	- IN	04-01-07		.00	139.45		139.45				
03-15-07	0257712	- IN	04-14-07		.00	99.75	99.75					
03-29-07	0258526	- IN	04-28-07		.00	260.00	260.00					
CUSTOMER 857282B TOTALS:					.00	499.20	359.75	139.45	.00	.00	.00	
Agama Printer Service				CONTACT: Van Ayorinde, Owner				PHONE: (281) 530-1480		EXT:	CR LMT:	.00
0257128	- IN	03-06-07			.00	5.85	5.85					
CUSTOMER A005 TOTALS:					.00	5.85	5.85	.00	.00	.00	.00	
A034	Maine and Power Engineering			CONTACT: Bruce Poole				PHONE: 985-384-3900		EXT:	CR LMT:	.00
11-22-06	0252113	- IN	12-26-06		.00	55.00					55.00	98
CUSTOMER A034 TOTALS:					.00	55.00	.00	.00	.00	.00	55.00	
A078	A-Prompt Business Machines			CONTACT: BILL POULTER				PHONE: (609) 393-3071		EXT:	CR LMT:	.00
03-21-07	257984C	- CM			.00	560.00	560.00					
***** ON CREDIT HOLD *****												
CUSTOMER A078 TOTALS:					.00	560.00	560.00	.00	.00	.00	.00	
A1131	A.B.C.S.			CONTACT: Jack Koelbl				PHONE: (614) 863-4770		EXT:	CR LMT:	.00
06-26-06	0244515	- IN	06-26-06		.00	41.40					41.40	
08-17-06	0247095	- IN	08-17-06		.00	7.25					7.25	229
CUSTOMER A1131 TOTALS:					.00	34.15	.00	.00	.00	.00	34.15	
A1196	Cartridge Source of America			CONTACT: Janel Pardon				PHONE: 321-267-7726		EXT:	CR LMT:	5,000.00
02-05-07	0255467	- IN	03-22-07		.00	265.50			265.50			12
03-13-07	0257531	- IN	04-27-07		.00	703.50	703.50					
03-20-07	0257961	- IN	05-04-07		.00	297.90	297.90					
CUSTOMER A1196 TOTALS:					.00	1,266.90	1,001.40	.00	265.50	.00	.00	
A1243	ALLFAX Environmental			CONTACT: Joey Mason				PHONE: 877-371-0110		EXT:	CR LMT:	30,000.00
02-02-07	0255388	- IN	04-03-07		.00	1,851.50				1,851.50		
02-07-07	0255588	- IN	04-08-07		.00	1,560.75			1,560.75			
02-08-07	0255675	- IN	04-09-07		.00	2,437.00			2,437.00			
02-12-07	0255853	- IN	04-13-07		.00	219.50			219.50			
02-15-07	0256075	- IN	04-16-07		.00	1,930.70			1,930.70			
02-16-07	0256153	- IN	04-17-07		.00	686.75			686.75			
02-21-07	0256378	- IN	04-22-07		.00	971.00			971.00			
03-02-07	0256976	- IN	05-01-07		.00	4,002.00		4,002.00				
03-07-07	0257280	- IN	05-07-07		.00	1,400.00	1,400.00					
03-07-07	0257368	- IN	05-08-07		.00	1,138.25	1,138.25					

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ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

FORM NO: 00 SUMMIT

CUS. NO.	INVOICE NO.	INVOICE DATE	INVOICE DUE DATE	DISCOUNT DUE DATE	DISCOUNT AMOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS DELQ
03-14-07	0257606 - IN	05-13-07			.00	2,740.00	2,740.00					
03-16-07	0257737 - IN	05-15-07			.00	372.75	372.75					
03-28-07	0258357 - IN	05-27-07			.00	1,756.20	1,756.20					
03-29-07	0258651 - IN	05-28-07			.00	33.75	33.75					
CUSTOMER A1243 TOTALS:					.00	21,100.15	7,440.95	4,002.00	7,805.70	1,851.50	.00	
A1275	Alchemey Toners, Inc											
03-20-07	0257923 - IN	04-19-07			.00	218.30	218.30					
CUSTOMER A1275 TOTALS:					.00	218.30	218.30	.00	.00	.00	.00	
A141	Alpha Laser Services											
01-30-07	0255217 - IN	03-01-07			.00	192.75				192.75		33
02-12-07	0255848 - IN	03-14-07			.00	136.75			136.75			20
02-23-07	0256548 - IN	03-25-07			.00	153.25		153.25				9
02-27-07	0256753 - IN	03-29-07			.00	128.25		128.25				5
03-02-07	0256964 - IN	04-01-07			.00	207.25		207.25				2
03-15-07	0257646 - IN	04-14-07			.00	1,050.70	1,050.70					
03-29-07	0258486 - IN	03-29-07			.00	266.95	266.95					5
CUSTOMER A141 TOTALS:					.00	2,135.90	1,317.65	488.75	136.75	192.75	.00	
A1446	ABC Office Machines											
01-26-07	0255077 - IN	02-25-07			.00	359.40				359.40		37
03-15-07	0257686 - IN	04-14-07			.00	388.00	388.00					
CUSTOMER A1446 TOTALS:					.00	747.40	388.00	.00	.00	359.40	.00	
A151	ATM LASER PRODUCTS											
11-30-06	0252429 - IN	12-30-06			.00	19.75						
03-27-07	0258322 - IN	04-26-07			.00	291.00	291.00					
CUSTOMER A151 TOTALS:					.00	271.25	291.00	.00	.00	.00	19.75	
A155	AAccess Communications											
03-24-06	0239368 - IN	03-24-06			.00	36.00					36.00	
04-07-06	0240261 - IN	04-07-06			.00	196.00					196.00	
06-16-06	0244044 - IN	06-16-06			.00	15.00					15.00	
08-14-06	0246852 - IN	08-14-06			.00	12.00					12.00	
11-22-06	0252114 - IN	11-22-06			.00	6.00					6.00	
01-03-07	0253830 - IN	01-03-07			.00	49.50					49.50	
CUSTOMER A155 TOTALS:					.00	314.50	.00	.00	.00	.00	314.50	
A1595	BG Toner											
12-13-06	0253061 - IN	12-13-06			.00	5.00					5.00	
02-06-07	0255518 - IN	02-06-07			.00	59.00			59.00			56
03-27-07	0258283 - IN	03-27-07			.00	80.35	80.35					7
03-28-07	0258390 - IN	03-28-07			.00	277.85	277.85					6
03-29-07	0258655 - IN	03-29-07			.00	93.85	93.85					5
***** CREDIT LIMIT EXCEEDED *****												
CUSTOMER A1595 TOTALS:					.00	506.05	452.05	.00	59.00	.00	5.00	
A209	Dahill Industries/Alt Off Sys.											
03-11-05	0212825 - IN	04-10-05			.00	495.00					495.00	
05-25-06	0242894 - IN	06-24-06			.00	16.75					16.75	
CUSTOMER A209 TOTALS:					.00	511.75	.00	.00	.00	.00	511.75	
A263	Arundel Office Equipment Co.											
08-23-06	0247449 - IN	08-23-06			.00	8.00					8.00	
CUSTOMER A263 TOTALS:					.00	8.00	.00	.00	.00	.00	8.00	
A264	Ampro Office Products											
01-05-07	0253997 - IN	01-05-07			.00	1.00				1.00		
03-29-07	0258652 - IN	03-29-07			.00	423.75	423.75					5
CUSTOMER A264 TOTALS:					.00	422.75	423.75	.00	.00	1.00	.00	

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SAP 00071

PA000590

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

VERSION NO: 00 SUMMIT

CUS. NUMBER	INVOICE	DISCOUNT	DISCOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS
INV DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT						DELQ
A404	Advantage Laser Products	CONTACT: Abdul Yousef - QC	PHONE: (404) 351-2700	EXT:	CR LMT:	5,000.00				
03/29/07	0258521 - IN 03/29/07	.00 123.25	123.25							5
CUSTOMER A404 TOTALS:				.00 123.25	123.25	.00	.00	.00	.00	
A441	Applied Laser Technologies	CONTACT: Arie Maayan	PHONE: (216) 663-8181	EXT: 37	CR LMT:	8,000.00				
07/18/06	0245534 - IN 08/17/06	.00 391.05-								391.05-
10/02/06	0249474 - IN 11/01/06	.00 1,146.69-								1,146.69-
10/31/06	0250963 - IN 11/30/06	.00 610.19-								610.19-
01/02/07	0253813 - IN 02/01/07	.00 17.75-								17.75-
01/10/07	0254267 - IN 02/09/07	.00 105.30-						105.30-		
01/24/07	0254919 - IN 02/23/07	.00 71.50-						71.50-		
02/12/07	0255894 - IN 03/14/07	.00 2,040.60					2,040.60			20
02/19/07	0256240 - IN 03/21/07	.00 2,425.00					2,425.00			13
02/26/07	0256620 - IN 03/28/07	.00 1,384.35			1,384.35					6
02/26/07	0256652 - IN 03/28/07	.00 150.00			150.00					6
03/02/07	0257001 - IN 04/01/07	.00 1,488.95			1,488.95					2
03/05/07	0257040 - IN 04/04/07	.00 1,615.00		1,615.00						
03/05/07	0257058 - IN 04/04/07	.00 281.50		281.50						
03/06/07	0257176 - IN 04/05/07	.00 432.25		432.25						
03/12/07	0257480 - IN 04/11/07	.00 697.00		697.00						
03/13/07	0257496 - IN 04/12/07	.00 550.00		550.00						
03/16/07	0257784 - IN 04/15/07	.00 2,635.15		2,635.15						
03/16/07	0257790 - IN 04/15/07	.00 147.50		147.50						
03/20/07	0257912 - IN 04/19/07	.00 892.50		892.50						
03/22/07	0258084 - IN 04/21/07	.00 394.85		394.85						
03/22/07	0258085 - IN 04/21/07	.00 292.50		292.50						
***** CREDIT LIMIT EXCEEDED *****										
CUSTOMER A441 TOTALS:				.00 13,084.67	7,938.25	3,023.30	4,465.60	176.80-	2,165.68-	
A533	A.A. Fumigadora Colombiana INC	CONTACT: Jose Figueroa	PHONE: (718) 446-3285	EXT:	CR LMT:	.00				
01/15/07	254122C - CM	.00 99.00-			99.00-					
CUSTOMER A533 TOTALS:				.00 99.00-	.00	.00	.00	99.00-	.00	
A612	A.T. Business Solutions	CONTACT: ANDY DUNLOP	PHONE: (708) 895-5770	EXT:	CR LMT:	2,000.00				
03/12/07	0257450 - IN 04/11/07	.00 130.30		130.30						
03/19/07	0257829 - IN 04/18/07	.00 168.55		168.55						
03/26/07	0258201 - IN 04/25/07	.00 96.95		96.95						
CUSTOMER A612 TOTALS:				.00 395.80	395.80	.00	.00	.00	.00	
A714	Advantage Laser Cartridge, ALC	CONTACT: Mike Alla	PHONE: (714) 647-9495	EXT:	CR LMT:	5,000.00				
03/01/07	0256952 - IN 03/31/07	.00 265.50		265.50						3
03/20/07	0257970 - IN 04/19/07	.00 147.50		147.50						
CUSTOMER A714 TOTALS:				.00 413.00	147.50	265.50	.00	.00	.00	
A885	Access Office Electronics	CONTACT: KATHY HILL	PHONE: (570) 421-0648	EXT:	CR LMT:	.00				
02/22/07	0256419 - IN 02/22/07	.00 85.70			85.70					40
CUSTOMER A885 TOTALS:				.00 85.70	.00	.00	85.70	.00	.00	
A911	AJ Spadea Co., Inc. *PC*	CONTACT: Tony Spadea	PHONE: TEL # IN CONTACT	EXT:	CR LMT:	6,000.00				
03/06/06	0237967 - IN 04/05/06	.00 12.35-								12.35-
02/01/07	0255360 - IN 03/03/07	.00 318.00-						318.00-		
03/05/07	0257041 - IN 04/04/07	.00 177.50		177.50						
03/06/07	0257145 - IN 04/05/07	.00 524.30		524.30						
03/07/07	0257206 - IN 04/06/07	.00 321.25		321.25						
03/08/07	0257275 - IN 04/07/07	.00 266.65		266.65						
03/09/07	0257397 - IN 04/08/07	.00 145.50		145.50						
03/12/07	0257428 - IN 04/11/07	.00 243.55		243.55						
03/13/07	0257546 - IN 04/12/07	.00 119.90		119.90						
03/14/07	0257582 - IN 04/13/07	.00 152.50		152.50						
03/15/07	0257674 - IN 04/14/07	.00 69.70		69.70						
03/19/07	0257796 - IN 04/18/07	.00 95.20		95.20						
03/20/07	0257953 - IN 04/19/07	.00 198.75		198.75						
03/21/07	0257981 - IN 04/20/07	.00 506.50		506.50						
03/22/07	0258068 - IN 04/21/07	.00 204.75		204.75						
03/22/07	0258122 - IN 04/22/07	.00 402.15		402.15						
03/22/07	0258236 - IN 04/23/07	.00 228.55		228.55						

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ALL OPEN INVOICES - AGED AS OF: 04/03/07

SON NO: 00 SUMMIT

CUS	HERV	INVOICE	DISCOUNT	DISCOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS
INV DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT							DELQ
03/27/07	0258284	- IN 04/26/07		.00	227.35	227.35					
03/28/07	0258374	- IN 04/27/07		.00	135.00	135.00					
03/29/07	0258454	- IN 04/28/07		.00	311.20	311.20					
03/29/07	0258672	- IN 04/28/07		.00	140.40	140.40					
CUSTOMER A911 TOTALS:				.00	4,140.35	4,470.70	.00	.00	318.00	12.35	
A941	Apex Enterprises			CONTACT: Joe White		PHONE: (850) 944-2807		EXT:	CR LMT:	500.00	
10/25/06	0250756	- IN 10/25/06		.00	16.50					16.50	
CUSTOMER A941 TOTALS:				.00	16.50	.00	.00	.00	.00	16.50	
A971	Alpha Omega Copiers			CONTACT: Charlie Dady		PHONE: 781-245-1777		EXT:	CR LMT:	2,000.00	
03/01/07	0256869	- IN 03/31/07		.00	108.00		108.00				3
03/13/07	0257502	- IN 04/12/07		.00	184.20	184.20					
03/20/07	0257870	- IN 04/19/07		.00	286.75	286.75					
03/26/07	0258188	- IN 04/25/07		.00	236.40	236.40					
03/29/07	0258659	- IN 04/28/07		.00	15.90	15.90					
CUSTOMER A971 TOTALS:				.00	831.25	723.25	108.00	.00	.00	.00	
A998	AQC CORP.			CONTACT: ALAN KRONSTADT		PHONE: 800-967-6765		EXT:	CR LMT:	.00	
01/26/07	0255035	- IN 03/12/07		.00	6,585.00				6,585.00		22
03/12/07	0257466	- IN 04/26/07		.00	656.50	656.50					
03/16/07	0257788	- IN 04/30/07		.00	145.20	145.20					
03/21/07	0257991	- IN 05/05/07		.00	977.38	977.38					
03/28/07	0258424	- IN 05/12/07		.00	1,161.10	1,161.10					
03/29/07	0258452	- IN 05/13/07		.00	7,902.00	7,902.00					
CUSTOMER A998 TOTALS:				.00	17,427.18	10,842.18	.00	.00	6,585.00	.00	
B069	Buck & Buck Office Equipment			CONTACT: Art Buck		PHONE: (352) 544-5532		EXT:	CR LMT:	500.00	
04/25/07	0254960	- IN 02/24/07		.00	284.75				284.75		38
04/25/07	0258615	- IN 04/28/07		.00	219.00	219.00					
RREDIT LIMIT EXCEEDED *****											
CUSTOMER B069 TOTALS:				.00	503.75	219.00	.00	.00	284.75	.00	
B177	Office Supplies Unlimited			CONTACT: Janet Or Rod		PHONE: (916) 646-2016		EXT:	CR LMT:	2,000.00	
03/08/07	0257317	- IN 04/07/07		.00	92.50	92.50					
CUSTOMER B177 TOTALS:				.00	92.50	92.50	.00	.00	.00	.00	
B401	American Laser Products			CONTACT: Bill Henry Jr.		PHONE: (608) 836-7000		EXT:	CR LMT:	12,000.00	
03/02/07	0256969	- IN 04/01/07		.00	650.50		650.50				2
03/13/07	0257488	- IN 04/12/07		.00	1,015.25	1,015.25					
03/15/07	0257683	- IN 04/14/07		.00	71.50	71.50					
03/19/07	0257814	- IN 04/18/07		.00	268.25	268.25					
03/26/07	0258213	- IN 04/25/07		.00	268.75	268.75					
03/29/07	0258449	- IN 04/28/07		.00	589.25	589.25					
CUSTOMER B401 TOTALS:				.00	2,863.50	2,213.00	650.50	.00	.00	.00	
B527	All Brands Copiers & Fax, Inc.			CONTACT: H HOWARD		PHONE: (813) 719-3192		EXT:	CR LMT:	500.00	
12/12/06	0252989	- IN 12/12/06		.00	17.50					17.50	112
01/11/07	0254306	- IN 01/11/07		.00	17.50				17.50		82
CUSTOMER B527 TOTALS:				.00	35.00	.00	.00	.00	17.50	17.50	
B620	B & M Technologies Inc.			CONTACT: Brian Cho		PHONE: (201) 646-9882		EXT:	CR LMT:	10,000.00	
07/28/06	0246064	- IN 08/27/06		.00	78.00					78.00	
01/26/07	0255082	- IN 02/25/07		.00	97.25				97.25		37
01/30/07	0255218	- IN 03/01/07		.00	290.75				290.75		33
02/01/07	0255333	- IN 03/03/07		.00	144.95				144.95		31
02/01/07	0255369	- IN 03/03/07		.00	270.25				270.25		31
02/06/07	0255536	- IN 03/08/07		.00	119.65		119.65				26
02/07/07	0255637	- IN 03/09/07		.00	6.50		6.50				25
02/08/07	0255725	- IN 03/10/07		.00	76.00		76.00				24
02/09/07	0255797	- IN 03/11/07		.00	8.00		8.00				23
02/12/07	0255868	- IN 03/14/07		.00	59.00		59.00				20
02/13/07	0255944	- IN 03/15/07		.00	263.15		263.15				19
02/13/07	0256105	- IN 03/17/07		.00	259.70		259.70				17
02/13/07	0256263	- IN 03/22/07		.00	125.50		125.50				12

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CUSTOMER	INVOICE NO	INVOICE DATE	INVOICE DUE DATE	DISCOUNT DUE DATE	DISCOUNT AMOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS DELQ
02-21-07	0256348 - IN	03/23/07			.00	496.25			496.25			11
02-22-07	0256446 - IN	03/24/07			.00	325.50			325.50			10
02-22-07	0256466 - IN	03/24/07			.00	375.75			375.75			10
03-01-07	0256930 - IN	03/31/07			.00	232.85		232.85				3
03-06-07	0257171 - IN	04/05/07			.00	164.20	164.20					
03-08-07	0257316 - IN	04/07/07			.00	279.25	279.25					
03-13-07	0257570 - IN	04/12/07			.00	627.05	627.05					
03-20-07	0257933 - IN	04/19/07			.00	108.00	108.00					
03-22-07	0258090 - IN	04/21/07			.00	141.00	141.00					
03-26-07	0258250 - IN	04/25/07			.00	480.40	480.40					
03-27-07	0258324 - IN	04/26/07			.00	124.75	124.75					
03-27-07	0258336 - IN	04/26/07			.00	264.25	264.25					
03-29-07	0258527 - IN	04/28/07			.00	233.75	233.75					
CUSTOMER B620 TOTALS:					.00	5,495.70	2,422.65	232.85	2,115.00	803.20	78.00	
B663	BGE Technologies Inc.	CONTACT: GARY SCHMITZ		PHONE: (216) 521-2855		EXT:		CR LMT:		.00		
03-28-07	0258401 - IN	03/28/07			.00	36.65	36.65					6
CUSTOMER B663 TOTALS:					.00	36.65	36.65	.00	.00	.00	.00	
B803	Business Machines Sales & Serv	CONTACT: Jason		PHONE: (410) 838-1227		EXT:		CR LMT:		.00		
01-16-07	0254554 - IN	01/16/07			.00	47.85				47.85		77
CUSTOMER B803 TOTALS:					.00	47.85	.00	.00	.00	47.85	.00	
C047	Copical Copiers*PC*	CONTACT: H Vito Suglio		PHONE: 954-975-2903		EXT:		CR LMT:		1,500.00		
03-23-07	0258154 - IN	04/12/07			.00	346.80	346.80					
CUSTOMER C047 TOTALS:					.00	346.80	346.80	.00	.00	.00	.00	
C1075	Copyfax of LA Inc.	CONTACT: BRADY		PHONE: (337) 837-6227		EXT:		CR LMT:		750.00		
03-22-07	0258096 - IN	04/01/07			.00	123.75	123.75					2
CUSTOMER C1075 TOTALS:					.00	123.75	123.75	.00	.00	.00	.00	
C110	Copiers Plus Inc.*PC*	CONTACT: Brian		PHONE: (609) 645-7587		EXT:		CR LMT:		5,000.00		
03-08-07	0257266 - IN	04/07/07			.00	492.25	492.25					
CUSTOMER C110 TOTALS:					.00	492.25	492.25	.00	.00	.00	.00	
C1254	Cartridge Lifeline**PC**	CONTACT: WALTER P. PUKALO		PHONE: (716) 656-8860		EXT:		CR LMT:		.00		
01-18-07	0254640 - IN	02/17/07			.00	293.85				293.85		45
01-24-07	0254893 - IN	02/23/07			.00	134.70				134.70		39
02-28-07	0256800 - IN	03/30/07			.00	1,275.19		1,275.19				4
02-28-07	0256824 - IN	03/30/07			.00	150.00		150.00				4
03-06-07	0257142 - IN	04/05/07			.00	17.85	17.85					
03-14-07	0257598 - IN	04/13/07			.00	68.25	68.25					
***** ON CREDIT HOLD *****												
CUSTOMER C1254 TOTALS:					.00	1,939.84	86.10	1,425.19	.00	428.55	.00	
C127	Cartridge Express, Inc.	CONTACT: Tony Sasmaz		PHONE: 973-582-3492		EXT:		CR LMT:		.00		
03-29-07	0258644 - IN	03/29/07			.00	1,857.00	1,857.00					5
CUSTOMER C127 TOTALS:					.00	1,857.00	1,857.00	.00	.00	.00	.00	
C1311	Capital Office Machines	CONTACT:		PHONE: 403-277-8800		EXT:		CR LMT:		.00		
03-07-07	0257245 - IN	03/07/07			.00	1.00	1.00					27
CUSTOMER C1311 TOTALS:					.00	1.00	1.00	.00	.00	.00	.00	
C1483	ITEK INC.	CONTACT: Mark		PHONE: (508) 888-8301		EXT:		CR LMT:		.00		
03-21-07	0258031 - IN	03/21/07			.00	186.25	186.25					13
CUSTOMER C1483 TOTALS:					.00	186.25	186.25	.00	.00	.00	.00	
C1578	Community Business Equip.	CONTACT: Tony		PHONE: (574) 546-3500		EXT:		CR LMT:		2,000.00		
07-28-06	0246035 - IN	08/27/06			.00	44.00				44.00		
03-15-07	0257668 - IN	04/14/07			.00	389.00	389.00					
03-23-07	0258134 - IN	04/22/07			.00	191.15	191.15					

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

ERN NO: 00 SUMMIT

CUS. NO.	INVOICE NO	INVOICE DATE	INVOICE DUE DATE	DISCOUNT DUE DATE	DISCOUNT AMOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS DELQ
CUSTOMER C1578 TOTALS:					.00	536.15	580.15	.00	.00	.00	44.00	
C1621	Celamark Corp				CONTACT: EVELYN SANCHEZ		PHONE: (415) 883-3386	EXT:	CR LMT:		.00	
08/14/06	0246915	- IN	08/14/06		.00	32.50					32.50	
03/28/07	0258391	- IN	03/28/07		.00	127.75	127.75					6
CUSTOMER C1621 TOTALS:					.00	95.25	127.75	.00	.00	.00	32.50	
C1662	Capital Imaging Products*PC*				CONTACT: Mike		PHONE: (501) 224-7011	EXT:	CR LMT:		2,000.00	
03/27/07	0258334	- IN	03/27/07		.00	100.95	100.95					7
03/28/07	0258413	- IN	03/28/07		.00	279.95	279.95					6
03/29/07	0258530	- IN	03/29/07		.00	248.20	248.20					5
CUSTOMER C1662 TOTALS:					.00	629.10	629.10	.00	.00	.00	.00	
C1835	Copier Service Solutions				CONTACT: Teya		PHONE: 800-482-8128	EXT:	CR LMT:		15,000.00	
09/22/06	0249009	- IN	10/22/06		.00	219.00					219.00	
01/29/07	0255126	- IN	02/28/07		.00	.10				.10		34
03/05/07	0257042	- IN	04/04/07		.00	1,349.00	1,349.00					
03/06/07	0257135	- IN	04/05/07		.00	328.75	328.75					
03/16/07	0257756	- IN	04/15/07		.00	1,644.75	1,644.75					
CUSTOMER C1835 TOTALS:					.00	3,103.60	3,322.50	.00	.00	.10	219.00	
C1849	Wholesale Copiers & Repairs				CONTACT: Melvin Johnson		PHONE: 770-484-4300	EXT:	CR LMT:		.00	
01/08/07	0254045	- IN	01/08/07		.00	47.37				47.37		85
***** ON CREDIT HOLD *****												
CUSTOMER C1849 TOTALS:					.00	47.37	.00	.00	.00	47.37	.00	
C191	Cole Copy Systems				CONTACT: Bill Cole		PHONE: (610) 630-1133	EXT:	CR LMT:		8,000.00	
12/01/06	0252501	- IN	12/31/06		.00	31.05					31.05	
03/13/07	0255940	- IN	03/15/07		.00	580.75			580.75			19
03/21/07	0256253	- IN	03/21/07		.00	253.75			253.75			13
03/23/07	0256400	- IN	03/23/07		.00	745.00			745.00			11
03/24/07	0256475	- IN	03/24/07		.00	354.55			354.55			10
03/28/07	0256638	- IN	03/28/07		.00	11.00		11.00				6
03/29/07	0256758	- IN	03/29/07		.00	368.75		368.75				5
03/30/07	0256850	- IN	03/30/07		.00	457.00		457.00				4
04/06/07	0257231	- IN	04/06/07		.00	477.50	477.50					
04/08/07	0257398	- IN	04/08/07		.00	421.25	421.25					
04/13/07	0257601	- IN	04/13/07		.00	139.40	139.40					
04/19/07	0257944	- IN	04/19/07		.00	153.25	153.25					
04/21/07	0258087	- IN	04/21/07		.00	280.75	280.75					
04/22/07	0258136	- IN	04/22/07		.00	707.65	707.65					
04/28/07	0258507	- IN	04/28/07		.00	231.75	231.75					
CUSTOMER C191 TOTALS:					.00	5,151.30	2,411.55	836.75	1,934.05	.00	31.05	
C222	Copy Cat Copiers of Tampa Bay				CONTACT: Glen Wooten		PHONE: (727) 538-7730	EXT:	CR LMT:		.00	
03/22/07	0258102	- IN	03/22/07		.00	154.50	154.50					12
CUSTOMER C222 TOTALS:					.00	154.50	154.50	.00	.00	.00	.00	
C257	Continental Products				CONTACT: Judy Voska		PHONE: (847) 526-5390	EXT:	CR LMT:		15,000.00	
03/01/07	0255226	- IN	03/01/07		.00	229.50				229.50		33
03/03/07	0255372	- IN	03/03/07		.00	372.25				372.25		31
03/04/07	0255427	- IN	03/04/07		.00	150.50				150.50		30
03/10/07	0255723	- IN	03/10/07		.00	1,063.50			1,063.50			24
03/21/07	0256258	- IN	03/21/07		.00	149.25			149.25			13
03/23/07	0256388	- IN	03/23/07		.00	44.00			44.00			11
03/24/07	0256457	- IN	03/24/07		.00	232.50			232.50			10
03/25/07	0256524	- IN	03/25/07		.00	208.00		208.00				9
03/25/07	0256537	- IN	03/25/07		.00	47.50		47.50				9
03/25/07	0256817	- IN	03/25/07		.00	54.00		54.00				4
04/01/07	0256995	- IN	04/01/07		.00	81.50		81.50				2
04/07/07	0257333	- IN	04/07/07		.00	520.25	520.25					
04/14/07	0257694	- IN	04/14/07		.00	229.50	229.50					
04/14/07	0257720	- IN	04/14/07		.00	46.75	46.75					
04/18/07	0257841	- IN	04/18/07		.00	884.98	884.98					
04/22/07	0258176	- IN	04/22/07		.00	212.50	212.50					
04/26/07	0258349	- IN	04/26/07		.00	13.75	13.75					

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ACCOUNTS RECEIVABLE AGED INVOICE REPORT

Summit Technologies LLC

ALL OPEN INVOICES - AGED AS OF: 04/03/07

VERSION NO: 00 SUMMIT

CUS. NO.	INVOICE NO.	INVOICE DATE	INVOICE DUE DATE	DISCOUNT DUE DATE	DISCOUNT AMOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS DELQ
03-28-07	0258423	- IN	04/27/07		.00	56.50	56.50					
03-29-07	0258498	- IN	04/28/07		.00	386.25	386.25					
CUSTOMER C257 TOTALS:					.00	4,982.98	2,350.48	391.00	1,489.25	752.25	.00	
C309	Charleston Business Machines				CONTACT: Jerry Lewis		PHONE: (304) 346-1218		EXT:	CR LMT:	2,000.00	
05-10-06	0242099	- IN	06-09-06		.00	13.90					13.90	
03-15-07	0257681	- IN	04/14/07		.00	833.15	833.15					
03-16-07	0257743	- IN	04/15/07		.00	16.25	16.25					
03-29-07	0258485	- IN	04/28/07		.00	677.10	677.10					
03-29-07	0258657	- IN	04/28/07		.00	45.00	45.00					
CUSTOMER C309 TOTALS:					.00	1,557.60	1,571.50	.00	.00	.00	13.90	
C344	Cartridge World (Wantagh)				CONTACT: Dean Deblasio		PHONE: (516) 221-4500		EXT:	CR LMT:	1,000.00	
03-12-07	0257444	- IN	04/11/07		.00	113.00	113.00					
03-27-07	0258279	- IN	04/26/07		.00	91.50	91.50					
CUSTOMER C344 TOTALS:					.00	204.50	204.50	.00	.00	.00	.00	
C351	Copier Engineering Services				CONTACT: MARTIN GRIFFITH		PHONE: 011-501-227-6064		EXT:	CR LMT:	.00	
03-06-07	0257102	- IN	03/06/07		.00	682.50	682.50					28
CUSTOMER C351 TOTALS:					.00	682.50	682.50	.00	.00	.00	.00	
C363	Clover Business Products				CONTACT: Chrystal Knuppe		PHONE: (815) 431-8100		EXT: 1246	CR LMT:	10,000.00	
01-26-07	0255046	- IN	03/12/07		.00	4,465.00				4,465.00		22
03-23-07	0258116	- IN	05/07/07		.00	2,825.55	2,825.55					
03-28-07	0258368	- IN	05/12/07		.00	3,209.50	3,209.50					
***** CREDIT LIMIT EXCEEDED *****												
CUSTOMER C363 TOTALS:					.00	10,500.05	6,035.05	.00	.00	4,465.00	.00	
C379	Cartridge World (Sayville)				CONTACT: Laura Messing		PHONE: (631) 244-3792		EXT:	CR LMT:	1,000.00	
03-27-07	0257346	- IN	04/07/07		.00	168.00	168.00					
03-27-07	0257723	- IN	04/14/07		.00	79.00	79.00					
03-22-07	0258111	- IN	04/21/07		.00	44.00	44.00					
03-27-07	0258337	- IN	04/26/07		.00	39.10	39.10					
03-29-07	0258434	- IN	04/28/07		.00	28.50	28.50					
03-29-07	0258674	- IN	04/28/07		.00	171.05	171.05					
CUSTOMER C379 TOTALS:					.00	529.65	529.65	.00	.00	.00	.00	
C3948	Cartridge World (Fremont)				CONTACT: Kavita Gaddam		PHONE: (510) 226-6550		EXT:	CR LMT:	.00	
03-23-07	0258179	- IN	03-23-07		.00	149.00	149.00					11
CUSTOMER C3948 TOTALS:					.00	149.00	149.00	.00	.00	.00	.00	
C453	The Cartridge Pros				CONTACT: Guy Mitchell		PHONE: (301) 498-0610		EXT:	CR LMT:	2,000.00	
03-17-06	0238920	- IN	03/17/06		.00	16.50					16.50	
04-06-06	0240224	- IN	04-06-06		.00	5.50					5.50	
CUSTOMER C453 TOTALS:					.00	22.00	.00	.00	.00	.00	22.00	
C487	Cartridge World / Normy Inc.				CONTACT: Norman Washick		PHONE: (570) 487-1777		EXT:	CR LMT:	2,500.00	
03-05-07	0257046	- IN	04-04-07		.00	381.00	381.00					
03-14-07	0257616	- IN	04/13/07		.00	353.20	353.20					
03-22-07	0258062	- IN	04/21/07		.00	364.50	364.50					
03-29-07	0258630	- IN	04/28/07		.00	397.25	397.25					
CUSTOMER C487 TOTALS:					.00	1,495.95	1,495.95	.00	.00	.00	.00	
C493	Beacon Office Equipment				CONTACT: Kellie Chapman		PHONE: 918-622-3717		EXT:	CR LMT:	.00	
09-18-06	0248723	- IN	09/18/06		.00	89.00					89.00	
CUSTOMER C493 TOTALS:					.00	89.00	.00	.00	.00	.00	89.00	
C510	COPYSITE BUSINESS SYSTEM				CONTACT: Steve Cheng		PHONE: 212-343-3344		EXT:	CR LMT:	3,000.00	
03-16-07	0257785	- IN	04/15/07		.00	71.10	71.10					
03-19-07	0257807	- IN	04/18/07		.00	24.35	24.35					
CUSTOMER C510 TOTALS:					.00	95.45	95.45	.00	.00	.00	.00	

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ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

BORN NO: 00 SUMMIT

CL	INER	INVOICE NO	INVOICE DUE DATE	DISCOUNT DUE DATE	DISCOUNT AMOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS DELQ
03/29/07		0258662 - IN	04/28/07		.00	389.50	389.50					
CUSTOMER C877 TOTALS:					.00	1,970.05	1,772.70	222.10	.00	.00	24.75	
C908	Copier Care Service and Supply				CONTACT: Rick Goelzer			PHONE: (817) 467-2679		EXT:	CR LMT:	.00
08/14/06	0246888 - IN	08/14/06			.00	23.85						23.85
11/17/06	0251902 - IN	11/17/06			.00	31.80						31.80
01/22/07	0254795 - IN	01/22/07			.00	55.65				55.65		71
CUSTOMER C908 TOTALS:					.00	.00	.00	.00	.00	55.65	55.65	
C944	Copiers Etc				CONTACT: Thomas Gorton			PHONE: (802) 476-4764		EXT:	CR LMT:	.00
05/05/06	0241828 - IN	05/05/06			.00	75.00						75.00
05/23/06	0242782 - IN	05/23/06			.00	45.00						45.00
CUSTOMER C944 TOTALS:					.00	120.00	.00	.00	.00	.00	120.00	
C952	Cartridge World (Bloomington)				CONTACT: KELLEY			PHONE: (952) 746-5765		EXT:	CR LMT:	1,500.00
11/02/06	0251083 - IN	11/02/06			.00	22.50						22.50
03/05/07	0257053 - IN	04/04/07			.00	86.80	86.80					
03/19/07	0257823 - IN	04/18/07			.00	112.60	112.60					
03/29/07	0258670 - IN	04/28/07			.00	103.00	103.00					
CUSTOMER C952 TOTALS:					.00	279.90	302.40	.00	.00	.00	22.50	
D339	Dove Data Products				CONTACT: Mike Butler			PHONE: (843) 665-7678		EXT:	CR LMT:	5,000.00
07/14/06	0245410 - IN	08/11/06			.00	121.00						121.00
03/20/07	0257964 - IN	04/19/07			.00	725.25	725.25					
03/27/07	0258317 - IN	04/26/07			.00	150.00	150.00					
03/27/07	0258321 - IN	04/26/07			.00	1,897.50	1,897.50					
CUSTOMER D339 TOTALS:					.00	2,651.75	2,772.75	.00	.00	.00	121.00	
	Document Essentials				CONTACT: J Phillip M Sporer			PHONE: (410) 298-3336		EXT:	CR LMT:	.00
06/16/06	0243107 - IN	05/31/06			.00	275.00						275.00
	0244082 - IN	06/16/06			.00	54.50						54.50
CUSTOMER D388 TOTALS:					.00	329.50	.00	.00	.00	.00	329.50	
D619	Data Prox Equipment Co.				CONTACT: LYN JACKSON			PHONE: (973) 242-3300		EXT:	CR LMT:	.00
10/26/06	0250761 - IN	10/26/06			.00	7.95						7.95
11/17/06	0251914 - IN	11/17/06			.00	7.00						7.00
CUSTOMER D619 TOTALS:					.00	14.95	.00	.00	.00	.00	14.95	
D720	Discount Copier Systems				CONTACT: Adele Chavers			PHONE: (251) 639-0691		EXT:	CR LMT:	.00
03/29/07	0258610 - IN	03/29/07			.00	195.40	195.40					5
CUSTOMER D720 TOTALS:					.00	195.40	195.40	.00	.00	.00	.00	
D820	Digital Resources				CONTACT: Tim Horn			PHONE: (843) 916-1880		EXT:	CR LMT:	1,000.00
03/29/07	0258583 - IN	03/29/07			.00	129.05	129.05					5
CUSTOMER D820 TOTALS:					.00	129.05	129.05	.00	.00	.00	.00	
E119	Excel Copier Sales and Service				CONTACT: Dennis Newberry			PHONE: (301) 924-1415		EXT:	CR LMT:	.00
03/23/07	0258162 - IN	04/11/07			.00	186.40	186.40					
CUSTOMER E119 TOTALS:					.00	186.40	186.40	.00	.00	.00	.00	
E238	Expert Laser Services, Inc.				CONTACT: Judy Tryba			PHONE: (508) 764-1413		EXT:	CR LMT:	2,000.00
03/20/07	0257936 - IN	04/19/07			.00	85.50	85.50					
03/29/07	0258604 - IN	04/28/07			.00	164.05	164.05					
CUSTOMER E238 TOTALS:					.00	249.55	249.55	.00	.00	.00	.00	
E278	Eastern Business Machines(NJ)				CONTACT: Sam Taylor			PHONE: (609) 465-3042		EXT:	CR LMT:	.00
03/29/07	0258585 - IN	03/29/07			.00	170.40	170.40					5
CUSTOMER E278 TOTALS:					.00	170.40	170.40	.00	.00	.00	.00	

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ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

AON NO: 00 SUMMIT

CUSTOMER	INVOICE NO	INVOICE DATE	DISCOUNT DUE DATE	DISCOUNT AMOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS DELQ
E319 Estes Cartridge Recycling											
				CONTACT: DAVID ESTES	PHONE: (417) 466-3111			EXT:	CR LMT:	1,000.00	
11/27/06	0252150	- IN	12/27/06	.00	8.85-					8.85-	
03/09/07	0257367	- IN	04/08/07	.00	1,303.40	1,303.40					
03/12/07	0257457	- IN	04/11/07	.00	114.00	114.00					
03/27/07	0258319	- IN	04/26/07	.00	614.60	614.60					
03/29/07	0258664	- IN	04/28/07	.00	71.70	71.70					
***** CREDIT LIMIT EXCEEDED *****											
CUSTOMER E319 TOTALS:				.00	2,094.85	2,103.70	.00	.00	.00	8.85-	
E659 E T Computer Supplies & Svc											
				CONTACT: Lenwood Ross	PHONE: 718-789-2973			EXT:	CR LMT:	1,000.00	
01/25/07	0254972	- IN	01/25/07	.00	9.00				9.00		68
03/27/07	0258325	- IN	03/27/07	.00	115.75	115.75					7
03/29/07	0258534	- IN	03/29/07	.00	139.55	139.55					5
***** ON CREDIT HOLD *****											
CUSTOMER E659 TOTALS:				.00	264.30	255.30	.00	.00	9.00	.00	
E716 Enterprize Electronics											
				CONTACT: JOSEPH SANTORO	PHONE: 845 858-8159			EXT:	CR LMT:	.00	
03/02/07	0256992	- IN	04/05/07	.00	126.85	126.85					
CUSTOMER E716 TOTALS:				.00	126.85	.00	126.85	.00	.00	.00	
E800 E.B.S. **PC**											
				CONTACT: MARY BETH PRETE	PHONE: (800) 345-8898			EXT: 107	CR LMT:	50,000.00	
02/07/07	0255596	- IN	03/09/07	.00	25.00-			25.00-			
02/13/07	0255914	- IN	03/15/07	.00	53.00			53.00			19
02/26/07	0256631	- IN	03/28/07	.00	161.40	161.40					6
02/28/07	0256808	- IN	03/30/07	.00	6,884.20	6,884.20					4
03/05/07	0257094	- IN	04/04/07	.00	31.80	31.80					
CUSTOMER E800 TOTALS:				.00	7,105.40	31.80	7,045.60	28.00	.00	.00	
F100 Flo-Tech											
				CONTACT: Jose Minier	PHONE: (860) 613-3333			EXT: 154	CR LMT:	15,000.00	
11/22/06	0252082	- IN	12/26/06	.00	7.50-					7.50-	
12/14/06	0252830	- IN	01/11/07	.00	19.53-					19.53-	
12/20/06	0253142	- IN	01/14/07	.00	49.41-					49.41-	
12/26/06	0253442	- IN	01/23/07	.00	47.28-					47.28-	
01/03/07	0253593	- IN	01/29/07	.00	79.68-					79.68-	
01/09/07	0253850	- IN	02/06/07	.00	14.58-					14.58-	
01/09/07	0254129	- IN	02/12/07	.00	311.96-					311.96-	
01/19/07	0254667	- IN	02/22/07	.00	283.76-				283.76-		
01/29/07	0255153	- IN	03/04/07	.00	915.50-				915.50-		
02/06/07	0255523	- IN	03/12/07	.00	40.56-				40.56-		
02/06/07	0255524	- IN	03/12/07	.00	525.00-			525.00-			
02/15/07	0256057	- IN	03/21/07	.00	698.19-			698.19-			
03/07/07	0257234	- IN	04/10/07	.00	1,076.00	1,076.00					13
03/08/07	0257356	- IN	04/11/07	.00	1,173.00	1,173.00					
03/13/07	0257514	- IN	04/16/07	.00	10,351.00	10,351.00					
03/21/07	0258008	- IN	04/24/07	.00	1,358.95	1,358.95					
03/28/07	0258363	- IN	05/01/07	.00	18,853.00	18,853.00					
***** CREDIT LIMIT EXCEEDED *****											
CUSTOMER F100 TOTALS:				.00	36,263.00	38,179.95	.00	147.19-	1,239.82-	529.94-	
F130 Fanelli Boys Inc.											
				CONTACT: JOHN FANELLI	PHONE: (304) 428-2886			EXT:	CR LMT:	500.00	
03/27/07	0258268	- IN	03/27/07	.00	215.50	215.50					7
CUSTOMER F130 TOTALS:				.00	215.50	215.50	.00	.00	.00	.00	
F674 Four Star Final											
				CONTACT: Dave Swicord	PHONE: 718-821-7787			EXT:	CR LMT:	5,000.00	
02/28/07	0256840	- IN	03/30/07	.00	1,165.15	1,165.15					4
03/01/07	0256871	- IN	03/31/07	.00	135.00	135.00					3
03/02/07	0256975	- IN	04/01/07	.00	1,464.70	1,464.70					2
03/02/07	0256999	- IN	04/01/07	.00	230.75	230.75					2
03/05/07	0257092	- IN	04/04/07	.00	476.20	476.20					
03/07/07	0257203	- IN	04/06/07	.00	658.75	658.75					
03/12/07	0257429	- IN	04/11/07	.00	1,666.90	1,666.90					
03/12/07	0257469	- IN	04/11/07	.00	639.50	639.50					
03/13/07	0257562	- IN	04/12/07	.00	169.00	169.00					
03/14/07	0257633	- IN	04/13/07	.00	248.50	248.50					
03/15/07	0257724	- IN	04/14/07	.00	996.70	996.70					
03/17/07	0257770	- IN	04/15/07	.00	134.70	134.70					
03/17/07	0257831	- IN	04/18/07	.00	579.36	579.36					

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ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

UNION NO: 00 SUMMIT

CUS	INVOICE	INVOICE	DISCOUNT	DISCOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS
NO	NO	DATE	DATE	AMOUNT							DELQ
03/20/07	0257938 - IN	04/19/07	.00	846.95	846.95						
03/23/07	0258170 - IN	04/22/07	.00	207.85	207.85						
03/28/07	0258406 - IN	04/27/07	.00	453.76	453.76						
***** CREDIT LIMIT EXCEEDED *****											
CUSTOMER F674 TOTALS:				.00	10,073.77	7,078.17	2,995.60	.00	.00	.00	
F924	Fill My Ink	CONTACT: Jason Taylor		PHONE: (724) 847-2667		EXT:		CR LMT:		.00	
04/11/06	0240393 - IN	04/11/06	.00	27.80-	27.80-						
CUSTOMER F924 TOTALS:				.00	27.80-	.00	.00	.00	.00	27.80-	
G120	Global Technology Group Inc.	CONTACT: Chuck		PHONE: (570) 587-0702		EXT:		CR LMT:		.00	
12/13/06	0253054 - IN	01/16/07	.00	75.00	75.00					75.00	77
CUSTOMER G120 TOTALS:				.00	75.00	.00	.00	.00	.00	75.00	
G296	G-Five Inc.	CONTACT: Eddie Davidson		PHONE: 864-675-5755		EXT:		CR LMT:		.00	
12/05/06	0252605 - IN	12/05/06	.00	139.00-	139.00-					139.00-	
CUSTOMER G296 TOTALS:				.00	139.00-	.00	.00	.00	.00	139.00-	
G354	Genesis 22 Toners & More	CONTACT: Frank		PHONE: (956) 246-2609		EXT:		CR LMT:		.00	
02/16/07	0256154 - IN	02/16/07	.00	16.25	16.25						46
03/22/07	0258079 - IN	03/22/07	.00	127.60	127.60						12
***** ON CREDIT HOLD *****											
CUSTOMER G354 TOTALS:				.00	143.85	127.60	.00	16.25	.00	.00	
G563	Geoda Systems	CONTACT: George		PHONE: (386) 613-1440		EXT:		CR LMT:		.00	
02/26/07	0256641 - IN	03/22/07	.00	150.55	150.55						12
CUSTOMER G563 TOTALS:				.00	150.55	.00	150.55	.00	.00	.00	
G569	Gamina Laser Supplies*BC*	CONTACT: Doug Edwards		PHONE: (405) 373-3030		EXT:		CR LMT:		.00	
03/27/07	0258320 - IN	03/27/07	.00	702.50	702.50						7
03/30/07	0258577 - IN	03/30/07	.00	25.00	25.00						4
CUSTOMER G569 TOTALS:				.00	727.50	727.50	.00	.00	.00	.00	
G654	Globe Data	CONTACT: CHRIS ANYA		PHONE: (770) 306-1007		EXT:		CR LMT:		.00	
03/29/07	0258504 - IN	03/29/07	.00	112.00	112.00						5
CUSTOMER G654 TOTALS:				.00	112.00	112.00	.00	.00	.00	.00	
H115	Dice Imaging Inc.	CONTACT: Brian Hoffman		PHONE: (717) 597-0300		EXT:		CR LMT:		.00	
03/29/07	0258597 - IN	05/02/07	.00	34.75	34.75						
CUSTOMER H115 TOTALS:				.00	34.75	34.75	.00	.00	.00	.00	
H155	Tony's Office Machines	CONTACT: Tony		PHONE: (706) 376-9073		EXT:		CR LMT:		300.00	
06/05/06	0243352 - IN	06/05/06	.00	27.00-	27.00-					27.00-	
CUSTOMER H155 TOTALS:				.00	27.00-	.00	.00	.00	.00	27.00-	
H403	Hartsville Toner	CONTACT: David		PHONE: (843) 335-5786		EXT:		CR LMT:		5,000.00	
03/05/07	0257028 - IN	04/04/07	.00	180.20	180.20						
CUSTOMER H403 TOTALS:				.00	180.20	180.20	.00	.00	.00	.00	
H880	Hooper Electronics	CONTACT: ANDREW DAVIS		PHONE: (601) 693-2715		EXT:		CR LMT:		.00	
01/10/07	0254266 - IN	02/13/07	.00	669.45	669.45					669.45	49
CUSTOMER H880 TOTALS:				.00	669.45	.00	.00	.00	669.45	.00	
I200	Imageware Corp	CONTACT: Steve LoPiccolo		PHONE: (717) 741-3705		EXT:		CR LMT:		500.00	
03/29/07	0258444 - IN	03/29/07	.00	73.30	73.30						5
CUSTOMER I200 TOTALS:				.00	73.30	73.30	.00	.00	.00	.00	
I2000	REFILTONER (Ecuador)	CONTACT: Fernando Alvarez N.		PHONE: 011-593-22562667		EXT:		CR LMT:		5,000.00	
02/14/07	0256011 - IN	04/15/07	.00	230.75	230.75						
05/20/07	0257973 - IN	05/20/07	.00	3,987.00	3,987.00						

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ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

XON NO: 00 SUMMIT

CUSTOMER	INVOICE	DISCOUNT	DISCOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS
INV DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT						DELQ
CUSTOMER 1200 TOTALS:				.00	4,217.75	3,987.00	.00	230.75	.00	.00
1302	I.S. 3	CONTACT: Friscido		PHONE: (305) 599-8868		EXT:		CR LMT:		.00
11-03-04	0202697 - IN	11/18-04		.00	467.28				467.28	866
11-10-04	0203328 - IN	11/25-04		.00	293.10				293.10	839
11-23-04	0204404 - IN	11/23-04		.00	1,417.00				1,417.00	861
12-30-04	0206995 - IN	12/30-04		.00	25.00				25.00	824
12-30-04	0207006 - IN	12/30-04		.00	25.00				25.00	824
12-30-04	0207012 - IN	12/30-04		.00	25.00				25.00	824
08-11-05	0224212 - IN	09/10-05		.00	90.50				90.50	570
08-19-05	0224780 - IN	08/19-05		.00	483.00				483.00	592
02-03-06	0236009 - IN	02-03-06		.00	132.83				132.83	424
11-03-06	0251194 - IN	11/03-06		.00	133.33-				133.33-	
01-30-07	0255232 - IN	01/30-07		.00	52.77-			52.77-		
03-14-07	0257622 - IN	03/14-07		.00	60.49	60.49				20
03-27-07	0258286 - IN	03/27-07		.00	181.40	181.40				7
03-27-07	0258303 - IN	03/27-07		.00	827.25	827.25				7
03-29-07	0258476 - IN	03/29-07		.00	1,067.50	1,067.50				5
***** ON CREDIT HOLD *****										
CUSTOMER 1302 TOTALS:				.00	4,909.25	2,136.64	.00	.00	52.77-	2,825.38
1479	Ink & Toner Exchange	CONTACT: Mike Walker - Buyer		PHONE: (479) 631-2465		EXT:		CR LMT:		.00
11-22-05	0231537 - IN	11/22-05		.00	14.85-				14.85-	
CUSTOMER 1479 TOTALS:				.00	14.85-	.00	.00	.00	.00	14.85-
1598	IS Computer Service Inc	CONTACT: MAC		PHONE: 608-274-4741		EXT:		CR LMT:		2,500.00
02-28-07	0256832 - IN	03/30-07		.00	171.75	171.75				4
03-20-07	0257917 - IN	04/19-07		.00	103.75	103.75				
CUSTOMER 1598 TOTALS:				.00	275.50	103.75	171.75	.00	.00	.00
16	Imaging Resources, Inc	CONTACT: Jim May		PHONE: (989) 790-3171		EXT:		CR LMT:		.00
	0238147 - IN	03/08-06		.00	43.00-				43.00-	
CUSTOMER 1790 TOTALS:				.00	43.00-	.00	.00	.00	.00	43.00-
1931	Image Enhancers	CONTACT: JULIUS HECHT		PHONE: (516) 902-5580		EXT:		CR LMT:		.00
07-08-05	0221711 - IN	07/08-05		.00	34.50-				34.50-	
01-23-06	0235147 - IN	01/23-06		.00	36.00-				36.00-	
11-13-06	0251620 - IN	11/13-06		.00	16.00-				16.00-	
CUSTOMER 1931 TOTALS:				.00	86.50-	.00	.00	.00	.00	86.50-
1933	C.L.I	CONTACT: Lee Chris		PHONE: (361) 579-6609		EXT:		CR LMT:		.00
02-06-07	0255528 - IN	02-06-07		.00	27.42		27.42			56
CUSTOMER 1933 TOTALS:				.00	27.42	.00	.00	27.42	.00	.00
1143	Jafa Technologies	CONTACT: John Amiffah		PHONE: (301) 890-8866		EXT:		CR LMT:		500.00
03-29-07	0258502 - IN	03/29-07		.00	107.75	107.75				5
CUSTOMER 1143 TOTALS:				.00	107.75	107.75	.00	.00	.00	.00
1333	Certified Copier Service	CONTACT: John Jeffrey		PHONE: (501) 676-6129		EXT:		CR LMT:		.00
03-06-07	0257132 - IN	04/05-07		.00	148.55	148.55				
03-23-07	0258148 - IN	04/22-07		.00	74.50	74.50				
CUSTOMER 1333 TOTALS:				.00	223.05	223.05	.00	.00	.00	.00
1516	Jett Mar. Inc.	CONTACT: Sandy Martin		PHONE: (817) 441-2420		EXT:		CR LMT:		1,000.00
03-07-07	0257195 - IN	04/06-07		.00	352.15	352.15				
CUSTOMER 1516 TOTALS:				.00	352.15	352.15	.00	.00	.00	.00
K056	KBC Business Products	CONTACT: KEN		PHONE: (413) 774-6805		EXT: 202		CR LMT:		.00
08-23-06	0247411 - IN	09/16-06		.00	59.00-				59.00-	
01-24-07	0254921 - IN	02/17-07		.00	128.50			128.50		45
CUSTOMER K056 TOTALS:				.00	69.50	.00	.00	.00	128.50	59.00-

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ALL OPEN INVOICES - AGED AS OF: 04/03/07

CON NO: 00 SUMMIT

CUS. ORDER	INVOICE	DISCOUNT	DISCOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS
INV DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT						DELQ
K126	Kentuckiana Copy & Computer	CONTACT: Byron Felker	PHONE: (812) 948-8417	EXT:	CR LMT:	2,000.00				
03/01/07	0256909 - IN 03/31/07	.00	159.70		159.70					3
03/23/07	0258163 - IN 04/22/07	.00	77.05	77.05						
CUSTOMER K126 TOTALS:				.00	236.75	77.05	159.70	.00	.00	.00
K463	Key Press	CONTACT: Jack Sanford	PHONE: (915) 594-3954	EXT:	CR LMT:	.00				
02/26/07	0164986 - PP 02/26/07	.00	95.55-		95.55-					
02/27/07	0256735 - IN 02/27/07	.00	95.55		95.55					35
***** ON CREDIT HOLD *****										
CUSTOMER K463 TOTALS:				.00	.00	.00	.00	.00	.00	.00
L035	Laser Kare Technology Inc.	CONTACT: RENEE	PHONE: (978) 744-0088	EXT:	CR LMT:	1,000.00				
02/23/07	0256521 - IN 02/23/07	.00	25.00		25.00					39
03/02/07	0257010 - IN 03/02/07	.00	1.25-		1.25-					
03/29/07	0258537 - IN 03/29/07	.00	118.00	118.00						5
***** ON CREDIT HOLD *****										
CUSTOMER L035 TOTALS:				.00	141.75	118.00	23.75	.00	.00	.00
L1069	Lazer Sharp	CONTACT: Chris Kelly	PHONE: (757) 671-7033	EXT:	CR LMT:	.00				
02/28/07	0256846 - IN 03/30/07	.00	157.25		157.25					4
03/01/07	0256944 - IN 03/31/07	.00	349.90		349.90					3
03/20/07	0257959 - IN 04/19/07	.00	145.10	145.10						
CUSTOMER L1069 TOTALS:				.00	652.25	145.10	507.15	.00	.00	.00
L1183	Laser Pros	CONTACT: Dan Mayo	PHONE: (800) 864-7767	EXT:	CR LMT:	2,000.00				
03/13/07	0257493 - IN 04/12/07	.00	624.10	624.10						
03/26/07	0258193 - IN 04/25/07	.00	676.65	676.65						
CUSTOMER L1183 TOTALS:				.00	1,300.75	1,300.75	.00	.00	.00	.00
L1263	The Cartridge Works	CONTACT: Phil Justice	PHONE: (434) 361-1569	EXT:	CR LMT:	.00				
03/26/07	0248017 - IN 09/05/06	.00	6.60-		6.60-					6.60-
CUSTOMER L1263 TOTALS:				.00	6.60-	.00	.00	.00	.00	6.60-
L1271	Laser Technologies & Services	CONTACT: STEVE STEVEN	PHONE: (561) 792-9600	EXT:	CR LMT:	.00				
03/12/07	0257436 - IN 04/15/07	.00	113.30	113.30						
CUSTOMER L1271 TOTALS:				.00	113.30	113.30	.00	.00	.00	.00
L1455	Laser Recon	CONTACT: Chris Abbott, Ownr/Buyer	PHONE: (409) 899-1575	EXT:	CR LMT:	1,000.00				
03/12/07	0257461 - IN 04/11/07	.00	91.40	91.40						
CUSTOMER L1455 TOTALS:				.00	91.40	91.40	.00	.00	.00	.00
L1508	Liberty Laser Solutions	CONTACT: TRISH ACKLEY	PHONE: (815) 795-5700	EXT:	CR LMT:	40,000.00				
01/04/07	0253939 - IN 03/05/07	.00	1,627.50		1,627.50					29
01/10/07	0254254 - IN 03/11/07	.00	2,160.00		2,160.00					23
01/11/07	0254336 - IN 03/12/07	.00	1,580.00		1,580.00					22
01/12/07	0254375 - IN 03/13/07	.00	1,025.00		1,025.00					21
01/15/07	0254460 - IN 03/16/07	.00	835.00		835.00					18
01/22/07	0254757 - IN 03/23/07	.00	1,310.00		1,310.00					11
01/24/07	0254918 - IN 03/25/07	.00	1,695.00		1,695.00					9
01/25/07	0254992 - IN 03/26/07	.00	762.50		762.50					8
01/25/07	0255004 - IN 03/26/07	.00	128.50		128.50					8
01/26/07	0255039 - IN 03/27/07	.00	290.00		290.00					7
02/06/07	0255531 - IN 04/07/07	.00	2,040.00		2,040.00					
02/12/07	0255846 - IN 04/13/07	.00	745.00		745.00					
02/16/07	0256152 - IN 04/17/07	.00	790.00		790.00					
02/20/07	0256276 - IN 04/21/07	.00	1,590.00		1,590.00					
02/22/07	0256427 - IN 04/23/07	.00	325.00		325.00					
02/28/07	0256834 - IN 04/29/07	.00	1,060.00		1,060.00					
02/28/07	0256835 - IN 04/29/07	.00	148.00		148.00					
03/01/07	0256884 - IN 04/30/07	.00	1,125.00		1,125.00					
03/05/07	0257065 - IN 05/04/07	.00	916.50	916.50						
03/13/07	0257529 - IN 05/12/07	.00	3,590.00	3,590.00						
03/13/07	0257554 - IN 05/12/07	.00	1,485.00	1,485.00						
03/13/07	0257626 - IN 05/13/07	.00	550.00	550.00						
03/13/07	0257632 - IN 05/13/07	.00	1,595.00	1,595.00						

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

MEMO NO: 00 SUMMIT

CUSTOMER	INV DATE	INVOICE NO	INVOICE DUE DATE	DISCOUNT DUE DATE	DISCOUNT AMOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS DELQ
	03-19-07	0257839	- IN 05/18/07		.00	1,200.00	1,200.00					
	03-20-07	0257872	- IN 05/19/07		.00	1,590.00	1,590.00					
	03-27-07	0258326	- IN 05/26/07		.00	2,000.00	2,000.00					
	03-29-07	0258496	- IN 05/28/07		.00	55.50	55.50					
CUSTOMER L1508 TOTALS:					.00	32,218.50	12,982.00	2,333.00	5,490.00	11,413.50	.00	
L187	Luckrow's Inc.		CONTACT: Steve Miller		PHONE: (518) 563-4900		EXT:	CR LMT:		1,000.00		
	02-13-07	0255904	- IN 03/15/07		.00	172.00			172.00			19
CUSTOMER L187 TOTALS:					.00	172.00	.00	.00	172.00	.00	.00	
L237	Laser Xpress & Supply		CONTACT: Joe Samuel		PHONE: (770) 941-5612		EXT:	CR LMT:		.00		
	03-28-07	0258167	- IN 03/28/07		.00	270.80	270.80					6
	03-29-07	0258468	- IN 03/29/07		.00	149.15	149.15					5
CUSTOMER L237 TOTALS:					.00	419.95	419.95	.00	.00	.00	.00	
L268	Laser Tech		CONTACT: Art Jones		PHONE: (336) 274-6730		EXT:	CR LMT:		.00		
	03-27-07	0258282	- IN 03/27/07		.00	164.80	164.80					7
	03-29-07	0258475	- IN 03/29/07		.00	182.45	182.45					5
	03-29-07	0258613	- IN 03/29/07		.00	122.90	122.90					5
CUSTOMER L268 TOTALS:					.00	470.15	470.15	.00	.00	.00	.00	
L277	La Noche No Cuesta, LLC		CONTACT: Gabriel Rosalia		PHONE: 516-565-2277		EXT:	CR LMT:		.00		
	03-21-07	0257987	- IN 03/21/07		.00	84.10	84.10					13
	03-29-07	0258477	- IN 03/29/07		.00	79.00	79.00					5
CUSTOMER L277 TOTALS:					.00	163.10	163.10	.00	.00	.00	.00	
L384	LAX, Inc.		CONTACT: MELISSA		PHONE: (970) 498-0600		EXT:	CR LMT:		500.00		
	12-23-04	0206695	- IN 12/23/04		.00	233.25					233.25	
CUSTOMER L384 TOTALS:					.00	233.25	.00	.00	.00	.00	233.25	
L401	Laser Technologies (Eatontown)		CONTACT: Kenon Macky		PHONE: (732) 189-3704		EXT:	CR LMT:		5,000.00		
	02-13-07	0255961	- IN 03/30/07		.00	314.25			314.25			4
	02-14-07	0256046	- IN 03/31/07		.00	73.75			73.75			3
	02-19-07	0256255	- IN 04/05/07		.00	154.25			154.25			
	02-26-07	0256661	- IN 04/12/07		.00	90.40		90.40				
	03-07-07	0257230	- IN 04/21/07		.00	227.25	227.25					
	03-13-07	0257541	- IN 04/27/07		.00	536.00	536.00					
	03-21-07	0258012	- IN 05/05/07		.00	170.75	170.75					
	03-28-07	0258383	- IN 05/12/07		.00	85.65	85.65					
CUSTOMER L401 TOTALS:					.00	1,652.30	1,019.65	90.40	542.25	.00	.00	
L4033	Laser Tek Services, Inc.		CONTACT: Bryce Fank		PHONE: (701) 239-4033		EXT:	CR LMT:		3,000.00		
	01-26-07	0255041	- IN 02-25-07		.00	904.25			904.25			37
	01-26-07	0255055	- IN 02-25-07		.00	49.40			49.40			37
	02-13-07	0255947	- IN 03/15/07		.00	704.40			704.40			19
	03-02-07	0256978	- IN 04-01/07		.00	997.30		997.30				2
	03-13-07	0257492	- IN 04/12/07		.00	786.00	786.00					
	03-15-07	0257667	- IN 04/14/07		.00	100.00	100.00					
	03-15-07	0257672	- IN 04/14/07		.00	100.50	100.50					
	03-16-07	0257746	- IN 04/15/07		.00	29.35	29.35					
	03-19-07	0257840	- IN 04/18/07		.00	104.00	104.00					
	03-20-07	0257942	- IN 04/19/07		.00	90.00	90.00					
	03-20-07	0257963	- IN 04/19/07		.00	346.50	346.50					
	03-27-07	0258276	- IN 04/26/07		.00	766.85	766.85					
	03-29-07	0258661	- IN 04/28/07		.00	565.30	565.30					
***** CREDIT LIMIT EXCEEDED *****												
CUSTOMER L4033 TOTALS:					.00	5,543.85	2,888.50	997.30	704.40	953.65	.00	
L487	LaserTone (NY)		CONTACT: JEFF		PHONE: (315) 461-8100		EXT:	CR LMT:		1,500.00		
	01-18-07	0254621	- IN 02/17/07		.00	23.00			23.00			45
	01-23-07	0254867	- IN 02/22/07		.00	840.60			840.60			40
	01-30-07	0255246	- IN 03/01/07		.00	823.80			823.80			33
	02-02-07	0255428	- IN 03/04/07		.00	256.75			256.75			30
	02-07-07	0255918	- IN 03/15/07		.00	1,203.95			1,203.95			19
	02-07-07	0256180	- IN 03/18/07		.00	543.75			543.75			16

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ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

MRN NO: 00 SUMMIT

CUSTOMER/	INVOICE NO	INVOICE DUE DATE	DISCOUNT DUE DATE	DISCOUNT AMOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS DELQ.
02/21/07	0256367 - IN	03/23/07		.00	242.10			242.10			11
02/26/07	0256647 - IN	03/28/07		.00	274.25		274.25				6
03/07/07	0257194 - IN	04/06/07		.00	807.27	807.27					
03/15/07	0257703 - IN	04/14/07		.00	618.90	618.90					
03/16/07	0257773 - IN	04/15/07		.00	83.50	83.50					
03/21/07	0258015 - IN	04/20/07		.00	634.50	634.50					
03/29/07	0258478 - IN	04/28/07		.00	1,075.25	1,075.25					
03/29/07	0258626 - IN	04/28/07		.00	39.50	39.50					
***** ON CREDIT HOLD *****											
CUSTOMER L487 TOTALS:				.00	7,467.12	3,258.92	274.25	1,989.80	1,944.15	.00	
L591	Laser Recycle Labs	CONTACT: Ken Rowell PHONE: (704) 529-1187 EXT: CR LMT: 2,000.00									
08/10/06	0246764 - IN	09/09/06		.00	6.50-					6.50-	
CUSTOMER L591 TOTALS:				.00	6.50-	.00	.00	.00	.00	6.50-	
L701	Laser Services Inc.	CONTACT: James Bell PHONE: (503) 649-9294 EXT: CR LMT: 3,000.00									
03/23/07	0258128 - IN	04/22/07		.00	411.00	411.00					
CUSTOMER L701 TOTALS:				.00	411.00	411.00	.00	.00	.00	.00	
L732	LaserSource	CONTACT: Ed Russin PHONE: 732-536-1839 EXT: CR LMT: .00									
11/09/06	232267C - CM			.00	40.00-					40.00-	
CUSTOMER L732 TOTALS:				.00	40.00-	.00	.00	.00	.00	40.00-	
L807	Laser Advantage (NY)	CONTACT: SANDY BROWN PHONE: (716) 694-8706 EXT: CR LMT: .00									
03/27/07	0258348 - IN	03/27/07		.00	861.75	861.75					7
CUSTOMER L807 TOTALS:				.00	861.75	861.75	.00	.00	.00	.00	
L957	Laser Technology	CONTACT: Moe Rawlings PHONE: (859) 276-0198 EXT: CR LMT: .00									
03/29/07	0258437 - IN	03/29/07		.00	191.50	191.50					5
CUSTOMER L957 TOTALS:				.00	191.50	191.50	.00	.00	.00	.00	
M1100	Martech/Miller	CONTACT: Todd Miller PHONE: (800) 771-7355 EXT: CR LMT: 15,000.00									
03/22/07	0258078 - IN	03/22/07		.00	3,419.70	3,419.70					12
03/27/07	0258332 - IN	03/27/07		.00	2,977.00	2,977.00					7
***** ON CREDIT HOLD *****											
CUSTOMER M1100 TOTALS:				.00	6,396.70	6,396.70	.00	.00	.00	.00	
M1245	Morgan & Company	CONTACT: GWEN MORGAN PHONE: (336) 945-6492 EXT: CR LMT: 5,000.00									
08/25/06	0247589 - IN	09/24/06		.00	5.45-					5.45-	
10/10/06	0249909 - IN	11/09/06		.00	5.80-					5.80-	
12/13/06	0253269 - IN	01/14/07		.00	3.95-					3.95-	
01/09/07	0254155 - IN	02/08/07		.00	13.35-						
02/20/07	0256284 - IN	03/22/07		.00	112.50			112.50	13.35-		12
03/06/07	0257167 - IN	04/05/07		.00	276.50	276.50					
03/08/07	0257311 - IN	04/07/07		.00	56.25	56.25					
03/15/07	0257701 - IN	04/14/07		.00	280.00	280.00					
03/23/07	0258126 - IN	04/22/07		.00	577.75	577.75					
03/27/07	0258291 - IN	04/26/07		.00	290.00	290.00					
CUSTOMER M1245 TOTALS:				.00	1,564.45	1,480.50	.00	112.50	13.35-	15.20-	
M216	Marion County Office Supply	CONTACT: Ann Quick PHONE: 870-715-2823 EXT: CR LMT: .00									
03/23/07	0258143 - IN	03/23/07		.00	95.60	95.60					11
CUSTOMER M216 TOTALS:				.00	95.60	95.60	.00	.00	.00	.00	
M403	MICR Source INC.	CONTACT: ALAN RIGHTLER PHONE: (856) 753-0400 EXT: CR LMT: 10,000.00									
01/30/07	0255241 - IN	03/01/07		.00	174.00				174.00		33
02/01/07	0255368 - IN	03/03/07		.00	250.20				250.20		31
02/02/07	0255445 - IN	03/04/07		.00	316.00				316.00		30
02/05/07	0255488 - IN	03/07/07		.00	233.40			233.40			27
02/06/07	0255576 - IN	03/08/07		.00	194.60			194.60			26
02/09/07	0255776 - IN	03/11/07		.00	312.60			312.60			23
02/12/07	0255873 - IN	03/14/07		.00	128.35			128.35			20
02/16/07	0256203 - IN	03/18/07		.00	341.95			341.95			16
02/17/07	0256340 - IN	03/23/07		.00	19.00			19.00			11
J7	0256403 - IN	03/23/07		.00	234.30			234.30			11

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

NON NO: 00 SUMMIT

CUS	JER	INVOICE	DISCOUNT	DISCOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS
INV DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT							DELQ
02-22-07	0256470 - IN	03-24-07		.00	225.80			225.80			10
02-27-07	0256709 - IN	03-29-07		.00	383.50		383.50				5
02-28-07	0256860 - IN	03-30-07		.00	335.30		335.30				4
03-01-07	0256947 - IN	03-31-07		.00	437.95		437.95				3
03-05-07	0257083 - IN	04-04-07		.00	252.75	252.75					
03-08-07	0257281 - IN	04-07-07		.00	318.00	318.00					
03-12-07	0257464 - IN	04-11-07		.00	133.39	133.39					
03-13-07	0257564 - IN	04-12-07		.00	146.90	146.90					
03-19-07	0257828 - IN	04-18-07		.00	76.05	76.05					
03-20-07	0257966 - IN	04-19-07		.00	280.30	280.30					
03-21-07	0258027 - IN	04-20-07		.00	211.10	211.10					
03-23-07	0258158 - IN	04-22-07		.00	173.50	173.50					
03-26-07	0258251 - IN	04-25-07		.00	128.00	128.00					
03-29-07	0258529 - IN	04-28-07		.00	188.75	188.75					
CUSTOMER M403 TOTALS:				.00	5,495.69	1,908.74	1,156.75	1,690.00	740.20	.00	
M572	Mac-Laser Technology			CONTACT: Jason Miller		PHONE: (607) 433-0717		EXT:	CR LMT:	2,500.00	
03-15-07	0257728 - IN	04-29-07		.00	3,147.25	3,147.25					
03-28-07	0258375 - IN	05-12-07		.00	97.00	97.00					
***** CREDIT LIMIT EXCEEDED *****											
CUSTOMER M572 TOTALS:				.00	3,244.25	3,244.25	.00	.00	.00	.00	
M591	Millennium Business Systems			CONTACT: Gerry Gajewski		PHONE: (734) 591-3100		EXT:	CR LMT:	.00	
06-06-06	0243416 - IN	06-06-06		.00	18.50-					18.50-	
CUSTOMER M591 TOTALS:				.00	18.50-	.00	.00	.00	.00	18.50-	
M689	Tahoe Business Center			CONTACT: LARRY MARLOW		PHONE: (530) 542-0978		EXT:	CR LMT:	.00	
09-19-06	0248776 - IN	09-19-06		.00	123.75-					123.75-	
CUSTOMER M689 TOTALS:				.00	123.75-	.00	.00	.00	.00	123.75-	
M734	Miami Toner & Ribbons, Inc.			CONTACT: Carlos Ramos		PHONE: 305-301-4734		EXT:	CR LMT:	.00	
03-29-07	0166657 - PP	03-29-07		.00	300.90-	300.90-					
03-29-07	0258480 - IN	03-29-07		.00	300.90	300.90					5
CUSTOMER M734 TOTALS:				.00	.00	.00	.00	.00	.00	.00	
M904	Martek, Inc.			CONTACT: Carrie Rethwisch		PHONE: (321) 733-1020		EXT:	CR LMT:	2,500.00	
03-07-07	0257184 - IN	04-06-07		.00	1,136.75	1,136.75					
03-22-07	0258045 - IN	04-21-07		.00	365.40	365.40					
CUSTOMER M904 TOTALS:				.00	1,502.15	1,502.15	.00	.00	.00	.00	
M970	Mikes Remanufacturing & Repair			CONTACT: MIKE		PHONE: (410)-282-5711		EXT:	CR LMT:	.00	
10-26-06	0250784 - IN	10-26-06		.00	8.95-					8.95-	
11-16-06	0251824 - IN	11-16-06		.00	8.95-					8.95-	
11-22-06	0252102 - IN	11-22-06		.00	35.80-					35.80-	
CUSTOMER M970 TOTALS:				.00	53.70-	.00	.00	.00	.00	53.70-	
M995	Millennium Reman'd Toners			CONTACT: Frank Garcia (Owner)		PHONE: (718) 585-9887		EXT:	CR LMT:	4,000.00	
11-16-05	0231125 - IN	11-16-05		.00	477.88					477.88	503
11-22-06	0252104 - IN	12-22-06		.00	2,044.35					2,044.35	102
01-26-07	0255074 - IN	01-26-07		.00	20.95-				20.95-		
***** ON CREDIT HOLD *****											
CUSTOMER M995 TOTALS:				.00	2,501.28	.00	.00	.00	20.95-	2,522.23	
N024	Natrana County School Dist. #1			CONTACT: Stark Wilson		PHONE: (307) 577-4627		EXT: Dir#	CR LMT:	2,000.00	
02-23-07	0256530 - IN	03-23-07		.00	1,064.20		1,064.20				9
CUSTOMER N024 TOTALS:				.00	1,064.20	.00	1,064.20	.00	.00	.00	
N118	NER Data Products Inc.			CONTACT: Jeff Alampi		PHONE: (856) 881-5524		EXT:	CR LMT:	10,000.00	
01-24-07	0254887 - IN	02-23-07		.00	102.30				102.30		39
02-05-07	0255454 - IN	03-07-07		.00	78.05			78.05			27
02-21-07	0256350 - IN	03-23-07		.00	78.05			78.05			11
02-27-07	0256737 - IN	03-29-07		.00	72.15		72.15				5
03-23-07	0258151 - IN	04-22-07		.00	30.10	30.10					

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ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

NON NO: 00 SUMMIT

CL	MER	INVOICE INV DATE	INVOICE NO	DISCOUNT DUE DATE	DISCOUNT DUE DATE	DISCOUNT AMOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS DELQ
CUSTOMER N118 TOTALS:							.00	360.65	30.10	72.15	156.10	102.30	.00
N194	North East Laser Life	CONTACT: Pam							PHONE: 570-586-7509	EXT:	CR LMT:	3,000.00	
03/06/07	0257152 - IN	04/05/07				.00	172.60	172.60					
03/19/07	0257802 - IN	04/18/07				.00	231.35	231.35					
03/26/07	0258229 - IN	04/25/07				.00	293.15	293.15					
03/27/07	0258274 - IN	04/26/07				.00	43.50	43.50					
CUSTOMER N194 TOTALS:							.00	740.60	740.60	.00	.00	.00	.00
N300	North East Laser Toner	CONTACT: DENNIS HOUCK							PHONE: (570) 689-2951	EXT:	CR LMT:	2,000.00	
03/12/07	0257474 - IN	04/11/07				.00	106.75	106.75					
03/20/07	0257907 - IN	04/19/07				.00	346.75	346.75					
03/27/07	0258310 - IN	04/26/07				.00	319.40	319.40					
03/29/07	0258533 - IN	04/28/07				.00	210.50	210.50					
CUSTOMER N300 TOTALS:							.00	983.40	983.40	.00	.00	.00	.00
N320	Northeastern Utah Office Suppl	CONTACT: Todd							PHONE: (435) 789-1782	EXT:	CR LMT:	.00	
03/27/07	0258338 - IN	03/27/07				.00	303.25	303.25					7
03/29/07	0258474 - IN	03/29/07				.00	216.75	216.75					5
CUSTOMER N320 TOTALS:							.00	520.00	520.00	.00	.00	.00	.00
N327	N.V.G. Wholesale	CONTACT: John Gotshall							PHONE: (301) 261-0929	EXT:	CR LMT:	.00	
03/20/07	0257930 - IN	04/23/07				.00	80.65	80.65					
CUSTOMER N327 TOTALS:							.00	80.65	80.65	.00	.00	.00	.00
N378	New Systems Services	CONTACT: K. Mark Baynes							PHONE: (336) 667-4900	EXT:	CR LMT:	500.00	
03/13/07	0257522 - IN	04/12/07				.00	308.25	308.25					
CUSTOMER N378 TOTALS:							.00	308.25	308.25	.00	.00	.00	.00
N587	Net Eccentric	CONTACT: Ivanov Persad							PHONE: (305) 247-1318	EXT:	CR LMT:	.00	
03/03/06	0237859 - IN	03/03/06				.00	16.00-					16.00-	
02/23/07	0256515 - IN	02/23/07				.00	16.00-	16.00-					
CUSTOMER N587 TOTALS:							.00	32.00-	.00	16.00-	.00	.00	16.00-
N930	New Pro Net/Laser Products	CONTACT: Stephan Rohach							PHONE: (210) 651-5000	EXT:	CR LMT:	.00	
03/23/07	0258178 - IN	03/23/07				.00	1,083.00	1,083.00					11
03/29/07	0258667 - IN	03/29/07				.00	59.50	59.50					5
CUSTOMER N930 TOTALS:							.00	1,142.50	1,142.50	.00	.00	.00	.00
O003	Ovaco Inc.	CONTACT: Hector Oviedo							PHONE: 305-640-1210	EXT:	CR LMT:	3,000.00	
02/23/07	0256535 - IN	03/25/07				.00	689.65		689.65				9
03/02/07	0256983 - IN	04/01/07				.00	296.75		296.75				2
03/08/07	0257265 - IN	04/07/07				.00	769.70	769.70					
03/20/07	0257967 - IN	04/19/07				.00	221.50	221.50					
03/23/07	0258169 - IN	04/22/07				.00	748.25	748.25					
03/26/07	0258212 - IN	04/25/07				.00	630.00	630.00					
03/29/07	0258528 - IN	04/28/07				.00	85.00	85.00					
***** CREDIT LIMIT EXCEEDED *****													
CUSTOMER O003 TOTALS:							.00	3,440.85	2,454.45	986.40	.00	.00	.00
O122	Osborn Copiers	CONTACT: Don							PHONE: (609) 432-4724	EXT:	CR LMT:	.00	
01/18/07	0254594 - IN	02/21/07				.00	58.00-				58.00-		
CUSTOMER O122 TOTALS:							.00	58.00-	.00	.00	.00	58.00-	.00
P013	Phoenix Business Systems	CONTACT: JAY CLEM							PHONE: (304) 822-4511	EXT:	CR LMT:	.00	
03/20/07	0257947 - IN	03/20/07				.00	18.95-	18.95-					
CUSTOMER P013 TOTALS:							.00	18.95-	18.95-	.00	.00	.00	.00
P141	PREFERRED IMAGING SOLUTIONS	CONTACT: ALDREIN PAGKALINAWAN							PHONE: (415) 368-7965	EXT:	CR LMT:	.00	
01/17/07	0254538 - IN	01/17/07				.00	2.78-				2.78-		

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

WON NO: 00 SUMMIT

CU	IER	INVOICE	DISCOUNT	DISCOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS
INV DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT							DELQ
CUSTOMER P141 TOTALS:					.00	2.78-	.00	.00	.00	2.78-	.00
P249	Penn Laser Charge		CONTACT: Joseph		PHONE: (610) 941-9268		EXT:		CR LMT:		6,000.00
03-01-07	0256950	- IN	03/31/07	.00	766.40						3
03-05-07	0257023	- IN	04/04/07	.00	1,266.05	1,266.05					
03-08-07	0257263	- IN	04/07/07	.00	485.00	485.00					
03-14-07	0257579	- IN	04/13/07	.00	205.60	205.60					
03-15-07	0257691	- IN	04/14/07	.00	311.10	311.10					
03-21-07	0257993	- IN	04/20/07	.00	113.35	113.35					
03-28-07	0258388	- IN	04/27/07	.00	698.55	698.55					
CUSTOMER P249 TOTALS:					.00	3,846.05	3,079.65	766.40	.00	.00	.00
P251	Premier Copiers Ink		CONTACT: Tony Hutcherson		PHONE: 251-243-5540		EXT:		CR LMT:		.00
03-13-07	0257538	- IN	04/16/07	.00	202.00	202.00					
CUSTOMER P251 TOTALS:					.00	202.00	202.00	.00	.00	.00	.00
P289	Priority One Technical Service		CONTACT: Todd Baum		PHONE: (845) 541-9113		EXT:		CR LMT:		.00
10-19-06	0250441	- IN	11/22/06	.00	21.00						132
CUSTOMER P289 TOTALS:					.00	21.00	.00	.00	.00	21.00	
P318	Photoworks4you		CONTACT: Christopher Mills		PHONE: 434-845-6318		EXT:		CR LMT:		.00
02-13-07	0255960	- IN	02/13/07	.00	150.85-			150.85-			
CUSTOMER P318 TOTALS:					.00	150.85-	.00	.00	.00	.00	
P386	Printers		CONTACT: Robin Hendrickson		PHONE: (386) 961-5192		EXT:		CR LMT:		3,000.00
06-23-06	0244409	- IN	07/23/06	.00	22.00-						22.00-
10-27-06	0250872	- IN	11/26/06	.00	32.50-						32.50-
03-07-07	0257244	- IN	04/06/07	.00	290.50	290.50					
03-07-07	0258076	- IN	04/21/07	.00	450.75	450.75					
03-07-07	0258192	- IN	04/25/07	.00	313.25	313.25					
03-29-07	0258599	- IN	04/28/07	.00	250.50	250.50					
CUSTOMER P386 TOTALS:					.00	1,250.50	1,305.00	.00	.00	.00	54.50-
P390	Payton Place Copiers & Fax		CONTACT: Al Payton		PHONE: (612) 695-5581		EXT:		CR LMT:		.00
03-29-07	0258464	- IN	03/29/07	.00	9.65	9.65					5
CUSTOMER P390 TOTALS:					.00	9.65	9.65	.00	.00	.00	.00
P454	Pontiac Office Equipment		CONTACT: Heinz Duda		PHONE: (248) 334-6090		EXT:		CR LMT:		.00
07-07-06	0245006	- IN	07/07/06	.00	39.75-						39.75-
CUSTOMER P454 TOTALS:					.00	39.75-	.00	.00	.00	39.75-	
P582	Pelican Office Supply		CONTACT: Arlen Haastick		PHONE: (218) 863-5822		EXT:		CR LMT:		1,000.00
03-12-07	0257472	- IN	04/11/07	.00	71.50	71.50					
03-23-07	0258125	- IN	04/22/07	.00	177.90	177.90					
CUSTOMER P582 TOTALS:					.00	249.40	249.40	.00	.00	.00	.00
P724	Prism Tech. Intl		CONTACT: EZAT		PHONE: (860) 621-1118		EXT:		CR LMT:		.00
02-01-07	0255350	- IN	02/20/07	.00	3.50						42
03-28-07	0258389	- IN	04/16/07	.00	688.75	688.75					
CUSTOMER P724 TOTALS:					.00	692.25	688.75	.00	.00	3.50	.00
P759	Professional Printjet Solution		CONTACT: Christopher Johnson		PHONE: (417) 864-7283		EXT:		CR LMT:		1,000.00
03-29-07	0258457	- IN	04/28/07	.00	546.10	546.10					
03-29-07	0258625	- IN	04/28/07	.00	24.75	24.75					
CUSTOMER P759 TOTALS:					.00	570.85	570.85	.00	.00	.00	.00
P823	Printer Solutions (ND)		CONTACT: JERRY SKRETTEING		PHONE: (701) 298-6594		EXT:		CR LMT:		2,500.00
10-09-06	0249859	- IN	11/08/06	.00	182.85-						182.85-
CUSTOMER P823 TOTALS:					.00	182.85-	.00	.00	.00	.00	182.85-

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PA000606

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

Summit Technologies LLC

ALL OPEN INVOICES - AGED AS OF: 04/03/07

VISION NO: 00 SUMMIT

CUSTOMER	INVOICE	DISCOUNT	DISCOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS
INV DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT						DELQ
P825	Payroll Systems Inc.			CONTACT: K. Richard Morrison		PHONE: 908 788-0800		EXT:	CR LMT:	
02-26-07	0256606 - CM			.00	54.00	54.00				00
CUSTOMER P825 TOTALS:				.00	54.00	.00	54.00	.00	.00	
P880	Precision Imaging Solutions			CONTACT: David Thurston		PHONE: (972) 242-7200		EXT:	CR LMT:	
02-05-07	0255457 - IN 03-07-07			.00	1,198.00					15,000.00
02-12-07	0255820 - IN 03-14-07			.00	1,383.00		1,198.00			27
02-19-07	0256223 - IN 03-21-07			.00	390.75		1,383.00			20
02-19-07	0256225 - IN 03-21-07			.00	2,200.00		390.75			13
02-26-07	0256622 - IN 03-28-07			.00	735.00		2,200.00			13
03-07-07	0257192 - IN 04-06-07			.00	263.50	735.00				6
03-13-07	0257490 - IN 04-12-07			.00	597.00					
03-20-07	0257864 - IN 04-19-07			.00	1,568.00					
CUSTOMER P880 TOTALS:				.00	8,335.25	2,428.50	735.00	5,171.75	.00	.00
R031	RD Reome Co.			CONTACT: Dick Reome		PHONE: 734-455-1981		EXT:	CR LMT:	
01-29-07	0163032 - PP 01-29-07			.00	109.45					.00
01-30-07	0255214 - IN 01-30-07			.00	99.95				109.45-99.95	63
CUSTOMER R031 TOTALS:				.00	9.50	.00	.00	.00	9.50	.00
R0400	Reliance Printer Tech., Inc.			CONTACT: Shantu Patel		PHONE: (630) 694-0400		EXT: 5	CR LMT:	
02-22-07	0256422 - IN 03-24-07			.00	30.25					8,000.00
03-07-07	0257250 - IN 04-06-07			.00	1,747.75	1,747.75		30.25		10
03-22-07	0258074 - IN 04-21-07			.00	1,712.25	1,712.25				
03-22-07	0258107 - IN 04-21-07			.00	152.50	152.50				
03-26-07	0258189 - IN 04-25-07			.00	8.50	8.50				
03-28-07	0258411 - IN 04-27-07			.00	257.25	257.25				
03-29-07	0258456 - IN 04-28-07			.00	884.25	884.25				
03-29-07	0258497 - IN 04-28-07			.00	415.00	415.00				
03-29-07	0258524 - IN 04-28-07			.00	1,128.50	1,128.50				
CUSTOMER R0400 TOTALS:				.00	6,336.25	6,306.00	.00	30.25	.00	.00
R142	Toner Refills Plus			CONTACT: Mark Hus		PHONE: (210) 643-6563		EXT:	CR LMT:	
03-01-07	0256902 - IN 04-04-07			.00	66.75					.00
03-20-07	0257913 - IN 04-21-07			.00	531.15	531.15				
03-22-07	0258064 - IN 04-25-07			.00	352.20	352.20				
03-23-07	0258140 - IN 04-26-07			.00	153.80	153.80				
03-26-07	0258233 - IN 04-29-07			.00	112.10	112.10				
03-28-07	0258421 - IN 05-01-07			.00	80.25	80.25				
CUSTOMER R142 TOTALS:				.00	1,296.25	1,229.50	66.75	.00	.00	.00
R186	Raven Industries			CONTACT: Mike Bache		PHONE: (724) 539-8230		EXT: 120	CR LMT:	
03-09-07	0257424 - IN 04-23-07			.00	484.25	484.25				.00
03-28-07	0258415 - IN 05-12-07			.00	496.50	496.50				
CUSTOMER R186 TOTALS:				.00	980.75	980.75	.00	.00	.00	.00
R1980	Ribbons Express			CONTACT: Jim Powers		PHONE: (856) 834-5222		EXT: cell	CR LMT:	
06-30-06	0244784 - IN 06-30-06			.00	260.00					.00
11-30-06	0252448 - IN 11-30-06			.00	210.00					260.00-210.00
CUSTOMER R1980 TOTALS:				.00	470.00	.00	.00	.00	.00	470.00
R214	Color Refill Toner			CONTACT: Frank Rubino		PHONE: (609) 645-3908		EXT:	CR LMT:	
03-22-07	0258092 - IN 03-22-07			.00	327.50	327.50				.00
CUSTOMER R214 TOTALS:				.00	327.50	327.50	.00	.00	.00	.00
R217	Reliable Office Products			CONTACT: Bob Clapp		PHONE: (908) 782-7002		EXT:	CR LMT:	
03-05-07	0257032 - IN 03-05-07			.00	30.00	30.00				250.00
03-08-07	0257284 - IN 03-08-07			.00	30.00	30.00				26
CUSTOMER R217 TOTALS:				.00	.00	.00	.00	.00	.00	.00
R271	Riptide Computer Resources Inc			CONTACT: Pamela Norton		PHONE: (250) 381-1666		EXT:	CR LMT:	
03-14-07	0255696 - IN 03-14-07			.00	765.70					.00
04-04-07	0256880 - IN 04-04-07			.00	503.40		765.70			20

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PA000607

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

DIVISION NO: 00 SUMMIT

CL	INVOICE NO	INVOICE DATE	INVOICE NO	INVOICE DATE	DISCOUNT DUE DATE	DISCOUNT AMOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS DELQ
CUSTOMER R271 TOTALS:							.00	1,269.10	.00	501.40	765.70	.00	.00
R185	Reynolds Office Machine Repair	03-27-07	0258333	- IN	03/27/07	CONTACT: Ed	.00	82.30	82.30	PHONE: 608-786-2892	EXT:	CR LMT:	.00
CUSTOMER R185 TOTALS:							.00	82.30	82.30	.00	.00	.00	.00
R655	R-Best Service Co.	03-21-07	0257992	- IN	04/14/07	CONTACT: J RICHARD RODGERS	.00	77.90	77.90	PHONE: (618) 483-5778	EXT:	CR LMT:	.00
CUSTOMER R655 TOTALS:							.00	77.90	77.90	.00	.00	.00	.00
R810	Ribbons Recycled Inc.	01-08-07	0254056	- IN	02/07/07	CONTACT: Sean	.00	1.07		PHONE: (902) 468-5622	EXT:	CR LMT:	2,000.00
		02-12-07	0255895	- IN	03/14/07		.00	1,664.66				1.07	55
***** ON CREDIT HOLD *****										1,664.66			20
CUSTOMER R810 TOTALS:							.00	1,665.73	.00	.00	1,664.66	1.07	.00
R965	R & R Copies & Supplies	11-29-06	0252374	- IN	11/29/06	CONTACT: H Ricky Roger	.00	21.25		PHONE: (731) 586-2700	EXT:	CR LMT:	.00
		01-31-07	0255308	- IN	03/06/07		.00	338.55				338.55	21.25
CUSTOMER R965 TOTALS:							.00	317.30	.00	.00	.00	338.55	21.25
S006	Laredo Toner	10-16-06	0250168	- IN	10/16/06	CONTACT: Jorge Gonzales Alanis	.00	20.00		PHONE: 956-718-5829	EXT:	CR LMT:	.00
		12-11-06	0252940	- IN	12/11/06		.00	10.00					20.00
CUSTOMER S006 TOTALS:							.00	30.00	.00	.00	.00	.00	30.00
S025	S.U.N.Y. at Stonybrook	11-03-05	0230289	- IN	11/03/05	CONTACT: Ginger	.00	76.00		PHONE: (631) 632-6044	EXT:	CR LMT:	.00
		02-16-06	0246863	- IN	08/14/06		.00	89.95					76.00
		06-16-06	0252049	- IN	12/25/06		.00	260.00					89.95
		02-13-07	0255941	- IN	02/13/07		.00	89.95					260.00
CUSTOMER S025 TOTALS:							.00	184.00	.00	.00	89.95	.00	94.05
S1155	Stones Office Equipment	03-28-07	0258371	- IN	03/28/07	CONTACT: JOE SAUNDERS	.00	216.75	216.75	PHONE: (804) 288-9000	EXT:	CR LMT:	.00
CUSTOMER S1155 TOTALS:							.00	216.75	216.75	.00	.00	.00	.00
S350	Scribex, Inc	02-22-07	0256442	- IN	03/28/07	CONTACT: Allan Honeyman	.00	84.00		PHONE: (518) 782-7161	EXT:	CR LMT:	2,000.00
		03-08-07	0257332	- IN	04/11/07		.00	359.60	359.60				84.00
		03-19-07	0257822	- IN	04/22/07		.00	852.80	852.80				
		03-19-07	0257844	- IN	04/22/07		.00	51.50	51.50				
		03-23-07	0258160	- IN	04/26/07		.00	821.50	821.50				
		03-29-07	0258443	- IN	05/02/07		.00	118.50	118.50				
		03-29-07	0258588	- IN	05/02/07		.00	94.00	94.00				
***** CREDIT LIMIT EXCEEDED *****													
CUSTOMER S350 TOTALS:							.00	2,381.90	2,297.90	.00	84.00	.00	.00
S462	Suffolk Y JCC	01-19-07	0254687	- IN	02/18/07	CONTACT: Jodi Deitch	.00	220.00		PHONE: 631-462-9800	EXT:	CR LMT:	5,000.00
		02-27-07	0256694	- CM			.00	220.00	220.00			220.00	
CUSTOMER S462 TOTALS:							.00	440.00	.00	220.00	.00	220.00	.00
S732	Sunset Distributors	06-15-06	0244003	- IN	06/15/06	CONTACT: Pat Moscatello	.00	31.50		PHONE: (732) 728-9130	EXT:	CR LMT:	.00
CUSTOMER S732 TOTALS:							.00	31.50	.00	.00	.00	.00	31.50
S844	Suncoast Business Systems, Inc	05-04-06	0241754	- IN	05/04/06	CONTACT: Alice Johnson	.00	31.80		PHONE: (727) 844-3000	EXT:	CR LMT:	.00
CUSTOMER S844 TOTALS:							.00	31.80	.00	.00	.00	.00	31.80
	School City of Hammond					CONTACT: Joe Pernick				PHONE: (219) 933-2421	EXT:	CR LMT:	.00

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ACCOUNTS RECEIVABLE AGED INVOICE REPORT

Summit Technologies LLC

ALL OPEN INVOICES - AGED AS OF: 04/03/07

XON NO: 00 SUMMIT

CL	INVOICE NO	INVOICE DATE	INVOICE DUE DATE	DISCOUNT DUE DATE	DISCOUNT AMOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS DELQ
03	02	07	0256963	- IN 04 01/07	.00	1,133.60		1,133.60				2
CUSTOMER S846 TOTALS:					.00	1,133.60	.00	1,133.60	.00	.00	.00	
T103	The Solution Store		CONTACT: TIM PERKINS		PHONE: (434) 572-9211		EXT:		CR LMT:		1,000.00	
03	07	07	0257241	- IN 04/06/07	.00	664.75	664.75					
CUSTOMER T103 TOTALS:					.00	664.75	664.75	.00	.00	.00	.00	
T1066	Tom Monteleone		CONTACT: Thomas Monteleone		PHONE: (410) 877-1781		EXT:		CR LMT:		.00	
08	09	06	0246677	- IN 08/09/06	.00	38.00-					38.00-	
***** ON CREDIT HOLD *****												
CUSTOMER T1066 TOTALS:					.00	38.00-	.00	.00	.00	.00	38.00-	
T115	The Copy Shop*DNS*		CONTACT: Humberto Rodriguez		PHONE: (760) 352-5106		EXT:		CR LMT:		.01	
12	04	06	0252557	- IN 12/04/06	.00	17.50-					17.50-	
01	05	07	0253994	- IN 01/05/07	.00	44.23				44.23		88
02	12	07	0255876	- IN 02/12/07	.00	32.17		32.17				50
***** ON CREDIT HOLD *****												
CUSTOMER T115 TOTALS:					.00	58.90	.00	.00	32.17	44.23	17.50-	
T125	Total Office Products		CONTACT: Al Roberge		PHONE: (952) 895-8497		EXT:		CR LMT:		.00	
12	14	06	253157C	- CM	.00	102.00-					102.00-	
CUSTOMER T125 TOTALS:					.00	102.00-	.00	.00	.00	.00	102.00-	
T129	The Cartridge Company		CONTACT: JERRY		PHONE: (865) 484-1522		EXT:		CR LMT:		1,000.00	
02	12	07	0255837	- IN 03/14/07	.00	134.45						20
02	19	07	0256232	- IN 03/21/07	.00	78.30						13
02	26	07	0256637	- IN 03/28/07	.00	261.10						6
03	05	07	0257052	- IN 04/04/07	.00	131.95	131.95					
03	06	07	0257120	- IN 04/05/07	.00	136.70	136.70					
03	09	07	0257392	- IN 04/08/07	.00	97.25	97.25					
03	09	07	0258362	- IN 04/27/07	.00	154.45	154.45					
CUSTOMER T129 TOTALS:					.00	994.20	520.35	261.10	212.75	.00	.00	
T134	Taylor Business Machines		CONTACT: Bob Taylor		PHONE: 419-693-7557		EXT:		CR LMT:		2,000.00	
02	21	07	0256397	- IN 03/23/07	.00	150.80						11
03	05	07	0257070	- IN 04/04/07	.00	43.75	43.75					
03	13	07	0257539	- IN 04/12/07	.00	81.00	81.00					
03	29	07	0258473	- IN 04/28/07	.00	126.20	126.20					
CUSTOMER T134 TOTALS:					.00	401.75	250.95	.00	150.80	.00	.00	
T171	Toner Solutions		CONTACT: Greg Hrabec		PHONE: (919) 387-1414		EXT:		CR LMT:		2,000.00	
12	29	06	0253756	- IN 01/28/07	.00	17.90					17.90	65
01	26	07	0255036	- IN 02/25/07	.00	857.50						37
02	05	07	0255499	- IN 03/07/07	.00	547.85				857.50		27
02	14	07	0256030	- IN 03/16/07	.00	777.20				547.85		18
03	01	07	0256931	- IN 03/31/07	.00	890.75		890.75		777.20		3
03	07	07	0257208	- IN 04/06/07	.00	758.35	758.35					
03	08	07	0257310	- IN 04/07/07	.00	17.50	17.50					
03	15	07	0257699	- IN 04/14/07	.00	1,056.95	1,056.95					
03	16	07	0257747	- IN 04/15/07	.00	102.50	102.50					
03	22	07	0258065	- IN 04/21/07	.00	282.25	282.25					
03	29	07	0258503	- IN 04/28/07	.00	482.05	482.05					
***** CREDIT LIMIT EXCEEDED *****												
CUSTOMER T171 TOTALS:					.00	5,790.80	2,699.60	890.75	1,325.05	857.50	17.90	
T260	Toner Charge (R)		CONTACT: DAN AHMED		PHONE: (703) 690-2300		EXT:		CR LMT:		30,000.00	
12	19	06	0253489	- IN 01/18/07	.00	7.75					7.75	75
02	07	07	0255615	- IN 03/09/07	.00	5,368.00				5,368.00		25
02	14	07	0256024	- IN 03/16/07	.00	2,315.00				2,315.00		18
02	15	07	0256091	- IN 03/17/07	.00	482.50				482.50		17
02	16	07	0256124	- IN 03/18/07	.00	147.50				147.50		16
02	26	07	0256626	- IN 03/28/07	.00	4,205.25		4,205.25				6
03	08	07	0257343	- IN 04/07/07	.00	1,768.75	1,768.75					
03	20	07	0257910	- IN 04/19/07	.00	1,648.25	1,648.25					
CUSTOMER T260 TOTALS:					.00	15,943.00	3,417.00	4,205.25	8,313.00	.00	7.75	

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PA000609

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

FIRM NO: 00 SUMMIT

CL	IER	INVOICE	DISCOUNT	DISCOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS
INV DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT							DELQ
T421	The Copy Man	CONTACT: Steve Grumblatt	PHONE: (248) 674-3500	EXT:	CR LMT:	1,000.00					
12-05-06	0252608 - IN 01-04-07	.00	158.00-							158.00-	
03-15-07	0257648 - IN 04-14-07	.00	531.80			531.80					
03-27-07	0258307 - IN 04-26-07	.00	432.00			432.00					
CUSTOMER T421 TOTALS:					.00	805.80	963.80	.00	.00	.00	158.00-
T498	Tinsville Copy Products	CONTACT: LOWELL GILLESPIE	PHONE: (814) 827-3520	EXT:	CR LMT:	.00					
12-07-06	0252755 - IN 01-10-07	.00	10.50							10.50	83
CUSTOMER T498 TOTALS:					.00	10.50	.00	.00	.00	.00	10.50
T567	The Copier Doctor	CONTACT:	PHONE: (206) 726-2044	EXT:	CR LMT:	.00					
01-02-07	0253809 - IN 01-02-07	.00	105.30-							105.30-	
02-16-07	0256119 - CM	.00	14.85-					14.85-			
02-27-07	0256731 - IN 02-27-07	.00	55.70			55.70					35
CUSTOMER T567 TOTALS:					.00	64.45-	.00	55.70	14.85-	.00	105.30-
T655	Typewriter Service Center	CONTACT: YVONNE LAMEE	PHONE: (863) 357-1038	EXT:	CR LMT:	500.00					
03-01-07	0256920 - IN 03-31-07	.00	94.50			94.50					3
03-13-07	0257542 - IN 04-12-07	.00	92.25			92.25					
03-16-07	0257736 - IN 04-15-07	.00	71.40			71.40					
03-26-07	0258248 - IN 04-25-07	.00	75.35			75.35					
CUSTOMER T655 TOTALS:					.00	333.50	239.00	94.50	.00	.00	.00
T801	Cartridge America LLC	CONTACT: PAUL PROANO	PHONE: (626) 810-8881	EXT:	CR LMT:	10,000.00					
02-02-07	0255453 - IN 03-04-07	.00	328.25			328.25					30
02-12-07	0255993 - IN 03-14-07	.00	885.25					885.25			20
03-09-07	0257409 - IN 04-08-07	.00	109.25			109.25					
03-13-07	0257561 - IN 04-12-07	.00	2,720.50			2,720.50					
03-13-07	0258384 - IN 04-27-07	.00	211.00			211.00					
03-13-07	0258425 - IN 04-27-07	.00	4,417.25			4,417.25					
CUSTOMER T801 TOTALS:					.00	8,671.50	7,458.00	.00	885.25	328.25	.00
T851	TS Office Equipment	CONTACT: Tom	PHONE: (724) 941-7868	EXT:	CR LMT:	.00					
03-27-07	0258270 - IN 03-27-07	.00	189.95			189.95					7
CUSTOMER T851 TOTALS:					.00	189.95	189.95	.00	.00	.00	.00
T861	Hatch's Toner Recharging Servi	CONTACT: TROY HATCH	PHONE: (985) 384-6418	EXT:	CR LMT:	.00					
09-12-05	0226256 - IN 09-12-05	.00	32.00-							32.00-	
CUSTOMER T861 TOTALS:					.00	32.00-	.00	.00	.00	.00	32.00-
T899	Tri-State Printer + Copier	CONTACT: G HARRY	PHONE: (770) 777-2378	EXT:	CR LMT:	2,000.00					
01-26-07	0255069 - IN 02-25-07	.00	219.20			219.20					37
02-13-07	0255946 - IN 03-15-07	.00	389.30					389.30			19
03-01-07	0256886 - IN 03-31-07	.00	540.60			540.60					3
03-29-07	0258487 - IN 04-28-07	.00	437.40			437.40					
CUSTOMER T899 TOTALS:					.00	1,586.50	437.40	540.60	389.30	219.20	.00
U026	United Parcel Service	CONTACT: Enrique Martinez	PHONE:	EXT:	CR LMT:	.00					
07-12-06	0245267 - IN 08-11-06	.00	260.00							260.00	235
10-13-06	0250094 - IN 11-12-06	.00	49.25							49.25	142
10-18-06	0250345 - IN 11-17-06	.00	103.25							103.25	137
01-03-07	0253853 - IN 02-02-07	.00	135.75							135.75	60
01-22-07	0254774 - IN 02-21-07	.00	504.40						504.40		41
02-12-07	0255890 - IN 03-14-07	.00	158.65					158.65			20
02-13-07	0255943 - IN 03-15-07	.00	86.65					86.65			19
CUSTOMER U026 TOTALS:					.00	1,297.95	.00	.00	245.30	504.40	548.25
U059	Ultra Business Machines	CONTACT: YOLANDA DAVILIA, OWNER	PHONE: (956) 541-7072	EXT:	CR LMT:	.00					
03-26-07	0258196 - IN 03-26-07	.00	220.85			220.85					8
CUSTOMER U059 TOTALS:					.00	220.85	220.85	.00	.00	.00	.00

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

VISION NO: 00 SUMMIT

CU	IER	INVOICE	DISCOUNT	DISCOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS
INV DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT							DELQ
US61	USA Imaging Supplies, Inc.			CONTACT: Marie			PHONE: 954-480-9505		EXT:	CR LMT:	.00
03-27-07	0258109 - IN	03-27-07		.00	180.75	180.75					7
03-28-07	0258182 - IN	03-28-07		.00	257.25	257.25					6
03-28-07	0258403 - IN	03-28-07		.00	133.00	133.00					6
CUSTOMER US61 TOTALS:				.00	571.00	571.00	.00	.00	.00	.00	
U601	U.S. Cartridge Inc.			CONTACT: Kunj Patel			PHONE: (630) 595-5951		EXT:	CR LMT:	2,500.00
03-01-07	0256934 - IN	03-31-07		.00	66.50		66.50				3
03-16-07	0257777 - IN	04-15-07		.00	1,201.25	1,201.25					
03-19-07	0257808 - IN	04-18-07		.00	759.25	759.25					
CUSTOMER U601 TOTALS:				.00	2,027.00	1,960.50	66.50	.00	.00	.00	
V039	Vermont Toner Recharge			CONTACT: SHERRY CUSHMAN			PHONE: (802) 864-7637		EXT:	CR LMT:	3,000.00
03-15-07	0257708 - IN	04-14-07		.00	76.70	76.70					
03-16-07	0257760 - IN	04-15-07		.00	67.25	67.25					
CUSTOMER V039 TOTALS:				.00	143.95	143.95	.00	.00	.00	.00	
V070	Value Recharge Service			CONTACT: MARK GRIM			PHONE: (724) 758-2270		EXT:	CR LMT:	.00
03-27-07	0258273 - IN	04-10-07		.00	165.70	165.70					
CUSTOMER V070 TOTALS:				.00	165.70	165.70	.00	.00	.00	.00	
W196	WK Copier Service			CONTACT: WYNDEE KALISEK			PHONE: (432) 570-5679		EXT:	CR LMT:	.01
01-19-07	0254661 - IN	02-22-07		.00	235.00-					235.00-	
***** ON CREDIT HOLD *****											
CUSTOMER W196 TOTALS:				.00	235.00-	.00	.00	.00	.00	235.00-	.00
W368	LCE Laser Cartridge Express			CONTACT: Dan Rodgers			PHONE: (419) 353-1227		EXT:	CR LMT:	.00
02-01-07	0255345 - IN	03-07-07		.00	2,017.15					2,017.15	27
03-14-07	0255684 - IN	03-14-07		.00	66.75			66.75			20
04-11-07	0257308 - IN	04-11-07		.00	125.60	125.60					
CUSTOMER W368 TOTALS:				.00	2,209.50	125.60	.00	66.75	2,017.15	.00	
Y040	Yankton Office Equipment			CONTACT: ELLIS BLILEY			PHONE: (605) 665-2289		EXT:	CR LMT:	.00
06-01-06	0241191 - IN	06-01-06		.00	7.95-					7.95-	
09-14-06	0248577 - IN	09-14-06		.00	15.90-					15.90-	
CUSTOMER Y040 TOTALS:				.00	23.85-	.00	.00	.00	.00	23.85-	
DIVISION 00 TOTALS:				.00	637,487.13	394,910.74	63,129.09	96,870.86	45,477.37	37,099.07	
NUMBER OF CUSTOMERS:					343						

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

Summit Technologies LLC

ALL OPEN INVOICES - AGED AS OF: 04/03/07

FROM NO: 10 Rapid Refill

INVOICE NO	INVOICE DATE	INVOICE NO	INVOICE DATE	DISCOUNT	DISCOUNT DATE	DISCOUNT AMOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS DEL Q
0225MIA	05-16-06	Rapid Refill (Bay City)	0242117 - IN 05-16-06			.00	45.20-					45.20-	.00
CUSTOMER 0225MIA TOTALS:						.00	45.20-	.00	.00	.00	.00	45.20-	
0227NMA	12-21-06	Rapid Refill (Santa Fe)	0253518 - CM			.00	29.75-					29.75-	.00
	02-23-07		0256492 - CM			.00	44.00-		44.00-				
CUSTOMER 0227NMA TOTALS:						.00	73.75-	.00	44.00-	.00	.00	29.75-	
0235SC	08-10-06	Rapid Refill (Seneca)	0246735 - IN 09-09-06			.00	972.22-					972.22-	.00
	02-26-07		0256609 - CM			.00	59.33-		59.33-				
	03-14-07		0257591 - IN 04-17-07			.00	127.80	127.80					
	03-16-07		0257762 - IN 04-19-07			.00	237.95	237.95					
	03-29-07		0258451 - IN 05-02-07			.00	1,260.00	1,260.00					
CUSTOMER 0235SC TOTALS:						.00	594.20	1,625.75	59.33-	.00	.00	972.22-	
0237GA	01-30-07	Rapid Refill (Cumming)	0255242 - IN 01-30-07			.00	201.25					201.25	.00
CUSTOMER 0237GA TOTALS:						.00	201.25	.00	.00	.00	201.25	.00	
G276	11-15-06	Rapid Refill (Great Lakes)	0251777 - IN 11-15-06			.00	149.00-					149.00-	.00
CUSTOMER G276 TOTALS:						.00	149.00-	.00	.00	.00	.00	149.00-	
NY002	01-17-07	Inkjet Ace Inc.	0254580 - IN 02-16-07			.00	59.50					59.50	.00
	02-08-07		0255741 - IN 03-10-07			.00	463.75			463.75			
CUSTOMER NY002 TOTALS:						.00	523.25	.00	.00	463.75	59.50	.00	
R400	03-29-07	Rapid Refill (Appleton)	0258572 - IN 03-29-07			.00	60.00	60.00					.00
CUSTOMER R400 TOTALS:						.00	60.00	60.00	.00	.00	.00	.00	
TX0134A	01-30-07	Rapid Refill (Dallas)	0255207 - IN 03-05-07			.00	611.30					611.30	.00
CUSTOMER TX0134A TOTALS:						.00	611.30	.00	.00	.00	611.30	.00	
DIVISION 10 TOTALS:						.00	1,722.05	1,685.75	103.33-	463.75	872.05	1,196.17-	
NUMBER OF CUSTOMERS:							8						

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

PON NO: 20 EXPORT

CUSTOMER	INVOICE	DISCOUNT	DISCOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS
INV DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT						DELQ
0523121	LASER ST			CONTACT: SERGIO AMPIE		PHONE: 011-502-24390088		EXT:	CR LMT:	.00
05/26/06	0242939 - IN	05/26/06		.00	75.56-					75.56-
09/01/06	0247962 - IN	09/01/06		.00	.50-					.50-
CUSTOMER 0523121 TOTALS:				.00	76.06-	.00	.00	.00	.00	76.06-
0554380	DYNAMO INTERNATIONAL			CONTACT:		PHONE: 06 9149-8359		EXT:	CR LMT:	.00
03/08/07	0165784 - PP	03/08/07		.00	136.25-	136.25-				
03/08/07	0257351 - IN	03/08/07		.00	136.25	136.25				26
CUSTOMER 0554380 TOTALS:				.00	.00	.00	.00	.00	.00	.00
0557240	INTERLASSER S.A. DE C.V.			CONTACT: LUIS GUTIERREZ		PHONE: 52 55 5658 5181		EXT:	CR LMT:	4,000.00
03/08/07	0257253 - IN	04/07/07		.00	769.50	769.50				
03/22/07	0258043 - IN	04/21/07		.00	304.80	304.80				
03/29/07	0258483 - IN	04/28/07		.00	571.75	571.75				
CUSTOMER 0557240 TOTALS:				.00	1,646.05	1,646.05	.00	.00	.00	.00
0562514	PRODUCTOS NUEVA IMAGEN			CONTACT:		PHONE: 619-270-5466		EXT: USA	CR LMT:	7,000.00
05/11/05	0217512 - IN	05/11/05		.00	14.23-					14.23-
05/27/05	0218789 - IN	05/27/05		.00	6.25-					6.25-
06/23/05	0220661 - IN	06/23/05		.00	14.75-					14.75-
03/02/07	0256990 - IN	04/01/07		.00	1,205.50	1,205.50				2
03/29/07	0258470 - IN	04/28/07		.00	3,691.72	3,691.72				
CUSTOMER 0562514 TOTALS:				.00	4,861.99	3,691.72	1,205.50	.00	.00	35.23-
A402	Armado Biserv Srl			CONTACT: Marius Dobra		PHONE: 40213306696		EXT:	CR LMT:	.01
03/30/07	0258614 - IN	03/30/07		.00	5,402.35	5,402.35				4
***** CREDIT LIMIT EXCEEDED *****										
CUSTOMER A402 TOTALS:				.00	5,402.35	5,402.35	.00	.00	.00	.00
	Achillea d.o.o.			CONTACT: Denis Radakovic		PHONE: 385 91 20 18 111		EXT:	CR LMT:	.01
03/23/07	0166041 - PP	03/19/07		.00	5,706.10-	5,706.10-				
03/23/07	0258114 - IN	03/23/07		.00	5,661.30	5,661.30				11
CUSTOMER A664 TOTALS:				.00	44.80-	44.80-	.00	.00	.00	.00
A942	Afic Printing Products Ltd.			CONTACT: Yafa Segev		PHONE: +972 4 6761216		EXT:	CR LMT:	68,000.00
02/20/07	0256274 - IN	04/21/07		.00	25,730.50	25,730.50				
02/28/07	0256788 - IN	04/29/07		.00	23,498.80	23,498.80				
CUSTOMER A942 TOTALS:				.00	49,229.30	.00	23,498.80	25,730.50	.00	.00
B063	BLIZANCI d.o.o.			CONTACT: Vladimir Vrhovac		PHONE: +387-51-22-6500		EXT:	CR LMT:	.00
01/31/07	0255255 - IN	01/31/07		.00	9,584.15				9,584.15	62
CUSTOMER B063 TOTALS:				.00	9,584.15	.00	.00	.00	9,584.15	.00
B789	Biuromax Sp z o.o.			CONTACT: Józef Zurawski		PHONE: +48 22 735 4444		EXT:	CR LMT:	18,000.00
02/16/07	0256137 - IN	03/18/07		.00	5,123.13	5,123.13				16
CUSTOMER B789 TOTALS:				.00	5,123.13	.00	.00	5,123.13	.00	.00
C537	Copy Depo Kft			CONTACT: Imre Anka		PHONE: (361) 383-1580		EXT:	CR LMT:	9,000.00
02/22/07	0256414 - IN	03/24/07		.00	4,614.65	4,614.65				10
03/30/07	0258603 - IN	04/29/07		.00	6,430.65	6,430.65				
***** CREDIT LIMIT EXCEEDED *****										
CUSTOMER C537 TOTALS:				.00	11,045.30	6,430.65	.00	4,614.65	.00	.00
E584	MANUEL VALDEZ RUIZ			CONTACT: Flor Valdez		PHONE: +52-333-826-6110		EXT:	CR LMT:	.00
10/18/06	0250332 - IN	10/18/06		.00	132.54-					132.54-
CUSTOMER E584 TOTALS:				.00	132.54-	.00	.00	.00	.00	132.54-
G672	GRAS Slovakia			CONTACT: Martin Cuzila		PHONE: +421-905-690-716		EXT:	CR LMT:	.00
09/20/05	0226936 - IN	09/20/05		.00	352.95-					352.95-
CUSTOMER G672 TOTALS:				.00	352.95-	.00	.00	.00	.00	352.95-

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

VERSION NO: 20 EXPORT

CUS. NO.	INVOICE NO.	INVOICE DATE	INVOICE DUE DATE	DISCOUNT DUE DATE	DISCOUNT AMOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS DELQ
G999	Documento&Digitales de Panama											
	09 08 06	0248233	- IN 10 08 06		.00	1,400.00					1,400.00	
	10 17 06	0250276	- IN 11 16 06		.00	1,400.00					1,400.00	138
	CUSTOMER G999 TOTALS:					.00	.00	.00	.00	.00	.00	
H338	Ecuajet											
	01 04 07	0253905	- IN 01 04 07		.00	.50					.50	89
	CUSTOMER H338 TOTALS:					.00	.50	.00	.00	.50	.00	
L029	Lasercom Printer Services											
	05 03 06	0241666	- IN 06 02 06		.00	949.00					949.00	305
	***** ON CREDIT HOLD *****											
	CUSTOMER L029 TOTALS:					.00	949.00	.00	.00	.00	949.00	
L213	Laser Image S.A.											
	02 23 04	0099630	- IN 02 23 04		.00	191.34					191.34	
	03 19 04	0101034	- IN 03 19 04		.00	351.05					351.05	
	03 19 04	0101035	- IN 03 19 04		.00	122.45					122.45	
	04 02 04	0101790	- IN 04 02 04		.00	101.36					101.36	
	05 21 04	0104102	- IN 05 21 04		.00	185.45					185.45	
	06 30 04	0105806	- IN 06 30 04		.00	247.30					247.30	
	08 31 04	0108361	- IN 08 31 04		.00	260.75					260.75	
	10 14 04	0200771	- IN 10 14 04		.00	31.38					31.38	
	11 22 04	0204255	- IN 11 22 04		.00	131.50					131.50	
	11 22 04	0204261	- IN 11 22 04		.00	97.95					97.95	
	11 22 04	0204264	- IN 11 22 04		.00	242.63					242.63	
	12 28 04	0206806	- IN 12 28 04		.00	352.75					352.75	
	02 09 05	0210296	- IN 02 09 05		.00	578.44					578.44	
	02 25 05	0211607	- IN 02 25 05		.00	672.81					672.81	767
	03 31 05	0214346	- IN 03 31 05		.00	1.75					1.75	
	10 06 05	0228125	- IN 10 06 05		.00	.75					.75	
	03 14 07	0257581	- IN 03 14 07		.00	374.82	374.82					20
	03 23 07	0258135	- IN 03 23 07		.00	21,036.40	21,036.40					11
	CUSTOMER L213 TOTALS:					.00	19,187.18	21,411.22	.00	.00	2,224.04	
M966	Monham Electronics											
	02 20 07	0256283	- IN 02 20 07		.00	21.69				21.69		
	CUSTOMER M966 TOTALS:					.00	21.69	.00	.00	21.69	.00	
P813	Pelikan Hardcopy Produktion AG											
	01 11 07	0254315	- IN 01 12 07		.00	850.00					850.00	22
	01 29 07	0255111	- IN 01 30 07		.00	4,355.00					4,355.00	4
	02 12 07	0255835	- IN 04 13 07		.00	3,820.00			3,820.00			
	03 02 07	0256977	- IN 03 02 07		.00	1.00		1.00				32
	03 06 07	0257141	- IN 05 05 07		.00	8,397.50	8,397.50					
	03 26 07	0258190	- IN 03 26 07		.00	1.00	1.00					8
	03 29 07	0258501	- IN 05 28 07		.00	4,864.50	4,864.50					
	CUSTOMER P813 TOTALS:					.00	22,289.00	13,263.00	1.00	3,820.00	5,205.00	.00
P8270	PROTON											
	02 28 07	0256787	- IN 03 30 07		.00	554.38						
	03 13 07	0257489	- IN 04 12 07		.00	995.80	995.80					4
	CUSTOMER P8270 TOTALS:					.00	1,550.18	995.80	554.38	.00	.00	.00
P854	PS PrintService											
	10 17 06	0250253	- IN 12 16 06		.00	544.50					544.50	108
	01 04 07	0253921	- IN 03 05 07		.00	990.00				990.00		29
	01 18 07	0254626	- IN 03 19 07		.00	612.50				612.50		15
	02 06 07	255537C	- CM		.00	891.60			891.60			
	03 02 07	0256982	- IN 05 01 07		.00	1,350.00		1,350.00				
	03 08 07	0257283	- IN 05 07 07		.00	900.00	900.00					
	03 26 07	0258225	- IN 05 25 07		.00	900.00	900.00					
	CUSTOMER P854 TOTALS:					.00	4,405.40	1,800.00	1,350.00	891.60	1,602.50	544.50

System Date: 04/03/2007 / 3:50 pm

Application Date: 04/03/2007

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User: SH / Steven Hecht

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

DIVISION NO: 20 EXPORT

CUSTOMER	INVOICE	DISCOUNT	DISCOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS
INV DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT						DELQ
R022	Rio Copy	CONTACT: Jose Guadalupe Robledo	PHONE: 011-52-8991720022	EXT:	CR LMT:					
03-28-07	0258359 - IN	03/28/07	.00	306.25	306.25					.00
										6
	CUSTOMER R022	TOTALS:	.00	306.25	306.25	.00	.00	.00	.00	
R150	Reinkjet	CONTACT: Milos Vukovic	PHONE: +38115301060	EXT:	CR LMT:					
02-17-06	0236934 - IN	02/17/06	.00	112.50						.00
08-07-06	0246546 - IN	08-07-06	.00	37.50					112.50	410
08-14-06	0246878 - IN	08-14-06	.00	37.50					37.50	239
08-29-06	0247710 - IN	08-29-06	.00	80.00					37.50	232
02-16-07	0256128 - IN	02/16/07	.00	7,550.35			7,550.35		80.00	217
02-16-07	0256132 - IN	02/16/07	.00	149.00			149.00			46
	CUSTOMER R150	TOTALS:	.00	7,966.85	.00	.00	7,699.35	.00	267.50	
R704	Rome Computer (LLC)	CONTACT: Peter Van Amsterdam	PHONE: +971-4-3355-495	EXT:	CR LMT:					
04-03-06	0239876 - IN	04-03-06	.00	20.00					20.00	365
05-12-06	0242186 - IN	05-12-06	.00	64.45					64.45	326
03-16-07	0257758 - IN	03/16/07	.00	25.00	25.00					18
	CUSTOMER R704	TOTALS:	.00	109.45	25.00	.00	.00	.00	84.45	
T168	Esteban Rocha Labra	CONTACT: Esteban A. Rocha Labra	PHONE: 0115625543165	EXT:	CR LMT:					
08-09-06	0246702 - IN	08-09-06	.00	187.41					187.41	237
12-20-06	0253452 - IN	12/20/06	.00	1.00					1.00	104
03-30-07	0258576 - IN	03/30/07	.00	3,906.37	3,906.37					4
	CUSTOMER T168	TOTALS:	.00	4,094.78	3,906.37	.00	.00	.00	188.41	
T597	Tecnocopy	CONTACT: Fernando Simbaña	PHONE: 011-593-22503597	EXT:	CR LMT:					
12-08-06	0252868 - IN	12/08/06	.00	16.02					16.02	.00
02-06-07	0255502 - IN	02/06/07	.00	.05			.05			56
	CUSTOMER T597	TOTALS:	.00	15.97	.00	.00	.05	.00	16.02	
T620	Telos	CONTACT: Piotr Koziol	PHONE: 048 089 541-85-38	EXT:	CR LMT:					
03-30-07	0258608 - IN	05/14/07	.00	2,667.35	2,667.35				10,000.00	
	CUSTOMER T620	TOTALS:	.00	2,667.35	2,667.35	.00	.00	.00	.00	
	DIVISION 20 TOTALS:		.00	149,774.20	61,500.96	26,609.68	46,074.39	16,392.15	802.98	
	NUMBER OF CUSTOMERS:			26						

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

Summit Technologies LLC

ALL OPEN INVOICES - AGED AS OF: 04/03/07

CON NO: 28 Int Distributors

CUSTOMER	INVOICE	DISCOUNT	DISCOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS
INV DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT						DELQ
A4202	A to Z Distributors Inc.	CONTACT: Ron Demelo	PHONE: 305-513-4202	EXT:	CR LMT:	100,000.00				
01-30-07	0255176 - IN	03/16/07	.00	1,821.94				1,821.94		18
02-07-07	0255597 - IN	03/24/07	.00	32,544.56			32,544.56			10
02-13-07	0255939 - IN	03/30/07	.00	99.00			99.00			4
03-06-07	0257193 - IN	04/20/07	.00	3,715.00	3,715.00					
03-09-07	0257350 - IN	04/23/07	.00	28,796.10	28,796.10					
03-23-07	0258149 - IN	05/07/07	.00	.02	.02					
03-30-07	0258578 - IN	05/14/07	.00	4,048.80	4,048.80					
03-30-07	0258619 - IN	05/14/07	.00	61,104.90	61,104.90					
***** CREDIT LIMIT EXCEEDED *****										
CUSTOMER A4202 TOTALS:				.00	132,130.32	97,664.82	.00	32,643.56	1,821.94	.00
C012	Cartridge World Hargrave UK	CONTACT: Gary Watson	PHONE: +441-423-878-520	EXT:	CR LMT:	200,000.00				
09-05-06	0248011 - IN	10/20/06	.00	1,187.50					1,187.50	163
01-22-07	0254734 - IN	03/08/07	.00	3,336.19				3,336.19		26
02-22-07	0256420 - IN	04/08/07	.00	12,398.73			12,398.73			
02-28-07	0256804 - IN	04/14/07	.00	5,310.37	5,310.37					
02-28-07	248011C - CM		.00	883.50	883.50					
03-15-07	0257654 - IN	04/29/07	.00	4,798.17	4,798.17					
03-26-07	0258184 - IN	05/10/07	.00	9,735.57	9,735.57					
CUSTOMER C012 TOTALS:				.00	35,883.03	14,533.74	4,426.87	12,398.73	3,336.19	1,187.50
K014	K.P.Moked Office Machinery Ltd	CONTACT: Ofer	PHONE: +972-3-578-3636	EXT:	CR LMT:	50,000.00				
02-02-07	0255385 - IN	04/03/07	.00	8,726.64				8,726.64		
02-23-07	0256510 - IN	04/24/07	.00	7,088.70		7,088.70				
03-02-07	0256993 - IN	05/01/07	.00	150.00		150.00				
03-20-07	0257914 - IN	05/19/07	.00	12,916.95	12,916.95					
03-21-07	0257980 - IN	03-21-07	.00	16,168.50	16,168.50					13
CUSTOMER K014 TOTALS:				.00	45,050.79	29,085.45	7,238.70	.00	8,726.64	.00
S001	Summit Laser (UK) Ltd.	CONTACT: Steve Keeble	PHONE: +44 8700 84 3434	EXT:	CR LMT:	.00				
0000167 - IN	12/02/05	.00	335.75						335.75	
0244598 - IN	08/12/06	.00	3,444.72						3,444.72	234
08/04/06	0246412 - IN	09/18/06	.00	9,474.54					9,474.54	197
09/08/06	0248201 - IN	10/23/06	.00	7,759.08					7,759.08	162
10/06/06	0249754 - IN	11/20/06	.00	444.65					444.65	134
10/06/06	0249769 - IN	11/20/06	.00	12,381.15					12,381.15	134
10/27/06	0250850 - IN	12/11/06	.00	443.37					443.37	113
11/08/06	0251448 - IN	12/23/06	.00	627.30					627.30	101
11/16/06	0251802 - IN	12/31/06	.00	8,960.36					8,960.36	93
12/18/06	0253292 - IN	02/01/07	.00	5,269.11					5,269.11	61
01/31/07	0255267 - IN	03/17/07	.00	9,206.04				9,206.04		17
02/09/07	0255778 - IN	03/26/07	.00	46.39			46.39			8
03/09/07	0257378 - IN	04/23/07	.00	8,781.01	8,781.01					
03/28/07	0258369 - IN	05/12/07	.00	262.00	262.00					
CUSTOMER S001 TOTALS:				.00	66,763.97	9,043.01	.00	46.39	9,206.04	48,468.53
S750	SINT Company	CONTACT: Kaminsky Vladimir	PHONE: +380 44 490 2552	EXT:	CR LMT:	40,000.00				
05/24/05	0218474 - IN	06/23/05	.00	541.90					541.90	
06/30/05	0221176 - IN	07/30/05	.00	98.75					98.75	
11/30/05	0231929 - IN	01/14/06	.00	3.40					3.40	
CUSTOMER S750 TOTALS:				.00	644.05	.00	.00	.00	.00	644.05
DIVISION 28 TOTALS:				.00	279,184.06	150,327.02	11,665.57	45,088.68	23,090.81	49,011.98
NUMBER OF CUSTOMERS:				5						

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

VISION NO: 30 Collections

CUSTOMER	INVOICE	DISCOUNT	DISCOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS
INV DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT						DELQ
0445335	DISCOUNT RECHARGERS (R)	CONTACT: PAUL & CAROL LAGROS	PHONE: (920) 927-5335	EXT:	CR LMT:	.01				
08-08-05	0223901 - IN 09-07-05	.00	32.45						32.45	573
08-17-05	0224562 - IN 09-16-05	.00	180.00						180.00	564
10-11-05	0228470 - IN 11-10-05	.00	310.30						310.30	509
10-14-05	0228773 - IN 11-13-05	.00	47.50						47.50	506
10-19-05	0229163 - IN 11-18-05	.00	180.00						180.00	501
11-03-05	0230307 - IN 12-03-05	.00	377.45						377.45	486
11-09-05	0230664 - IN 12-09-05	.00	215.00						215.00	480
11-14-05	0230960 - IN 12-14-05	.00	821.00						821.00	475
11-23-05	0231618 - IN 12-23-05	.00	446.25						446.25	466
01-03-06	PREPAID - PP 01-03-06	.00	1,758.05						1,758.05	
***** ON CREDIT HOLD *****										
CUSTOMER 0445335 TOTALS:				.00	851.90	.00	.00	.00	.00	851.90
0529730	LASER RECHARGE	CONTACT: MARTY GREENWAY	PHONE: (800) 320-8820	EXT: 104	CR LMT:	1.00				
12-14-04	0205982 - IN 01-13-05	.00	2,887.00						2,887.00	810
12-15-04	0206060 - IN 01-14-05	.00	510.00						510.00	809
12-28-04	0206828 - IN 01-27-05	.00	189.50						189.50	
***** ON CREDIT HOLD *****										
CUSTOMER 0529730 TOTALS:				.00	3,207.50	.00	.00	.00	.00	3,207.50
0534342	GRAHAM BUSINESS MACHINES	CONTACT: JOHN GRAHAM	PHONE: 573-204-7440	EXT:	CR LMT:	.01				
08-10-05	0225577 - IN 08-09-05	.00	279.15						279.15	581
10-11-05	0228424 - IN 10-11-05	.00	25.00						25.00	539
***** ON CREDIT HOLD *****										
CUSTOMER 0534342 TOTALS:				.00	304.15	.00	.00	.00	.00	304.15
0538012	LASER GENERATION	CONTACT: PATRICIA WARDEN	PHONE: (541) 882-8012	EXT:	CR LMT:	.01				
06-24-05	0220847 - IN 07-24-05	.00	281.18						281.18	618
07-01-05	0221390 - IN 07-31-05	.00	48.77						48.77	611
***** CREDIT LIMIT EXCEEDED *****										
CUSTOMER 0538012 TOTALS:				.00	329.95	.00	.00	.00	.00	329.95
0552038	AMERICAN GLOBAL SA DE CV *DNS*	CONTACT: SALIM PENA	PHONE: 01152 555 7480753	EXT:	CR LMT:	25,000.00				
12-08-04	0204149 - IN 01-03-05	.00	6,214.90						6,214.90	820
12-08-04	0205453 - IN 01-22-05	.00	3,205.55						3,205.55	801
01-04-05	0207198 - IN 02-18-05	.00	8,004.75						8,004.75	774
01-05-05	0207325 - IN 02-19-05	.00	3,679.85						3,679.85	773
02-07-05	0210022 - IN 03-24-05	.00	13,322.55						13,322.55	740
02-10-05	0210379 - IN 03-27-05	.00	6,556.80						6,556.80	737
***** CREDIT LIMIT EXCEEDED *****										
CUSTOMER 0552038 TOTALS:				.00	40,984.40	.00	.00	.00	.00	40,984.40
0620049	COPYTECH COPIER & FAX CO.	CONTACT: ANDY BERRYHILL - MAIN CO	PHONE: (662) 280-2455	EXT:	CR LMT:	2,000.00				
02-11-05	0210508 - IN 03-13-05	.00	818.65						818.65	751
03-30-05	0214245 - IN 04-29-05	.00	49.10						49.10	704
06-15-05	0220023 - CM	.00	196.05						196.05	
06-15-05	0220024 - CM	.00	129.00						129.00	
11-22-05	0231512 - IN 12-22-05	.00	129.00						129.00	467
***** ON CREDIT HOLD *****										
CUSTOMER 0620049 TOTALS:				.00	671.70	.00	.00	.00	.00	671.70
0712679	COAST BUSINESS SYSTEMS	CONTACT: GEORGEKEN.OWR.	PHONE: (714) 751-2679	EXT:	CR LMT:	.01				
09-23-04	0162049 - IN 10-23-04	.00	241.35						241.35	892
10-22-04	0201638 - IN 11-21-04	.00	193.61						193.61	863
***** ON CREDIT HOLD *****										
CUSTOMER 0712679 TOTALS:				.00	434.96	.00	.00	.00	.00	434.96
0745298	D & S TECH	CONTACT: PETER LIM	PHONE: (714) 447-8373	EXT:	CR LMT:	3,000.00				
12-13-05	0232772 - IN 01-12-06	.00	527.05						527.05	446
01-13-06	0234592 - IN 02-12-06	.00	343.50						343.50	415
01-27-06	0235594 - IN 02-26-06	.00	947.50						947.50	401
02-08-06	0236363 - IN 03-10-06	.00	684.50						684.50	389
02-10-06	0236515 - IN 03-12-06	.00	216.00						216.00	387
02-14-06	0236727 - IN 03-16-06	.00	1,115.00						1,115.00	383
02-28-06	0237616 - IN 03-30-06	.00	1,513.50						1,513.50	369
***** CREDIT LIMIT EXCEEDED *****										
CUSTOMER 0745298 TOTALS:				.00	5,347.05	.00	.00	.00	.00	5,347.05
0878100	OSLO TECHNOLOGIES	CONTACT: MARVIN PALENCIA	PHONE: (847) 740-9433	EXT:	CR LMT:	.00				
08-15-05	0219280 - IN 07-03-05	.00	805.10						805.10	639
08-15-05	0224667 - IN 09-17-05	.00	1,083.25						1,083.25	563

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 04/03/07

VISION NO: 30 Collections

CUSTOMER	INVOICE	DISCOUNT	DISCOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS
INV DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT						DELQ
CUSTOMER 0878100 TOTALS:				.00	1,888.35	.00	.00	.00	.00	1,888.35
0883336	INSTRUMENTATION SYSTEMS SVC.			CONTACT:	PHONE: (626) 443-3336			EXT:	CR LMT:	1,000.00
03/18/04	0154207	- IN	04/17/04	.00	72.02					72.02
09/01/04	0161349	- IN	10/01/04	.00	215.90					215.90 914
10/15/04	0200962	- IN	11/14/04	.00	271.00					271.00 870
10/26/04	0201911	- IN	11/25/04	.00	223.47					223.47 859
12/06/04	0205260	- IN	01/05/05	.00	152.85					152.85 818
12/16/04	0206186	- IN	01/15/05	.00	103.17					103.17 808
12/17/04	0206336	- IN	01/16/05	.00	80.40					80.40 807
***** ON CREDIT HOLD *****										
CUSTOMER 0883336 TOTALS:				.00	974.77	.00	.00	.00	.00	974.77
0960341	J&J COPY MACHINE & SERVICE*DNS			CONTACT: JUAN AYALA	PHONE: (956) 459-0341			EXT:	CR LMT:	2,000.00
03/16/05	0233151	- IN	03/16/05	.00	25.00					25.00 746
01/31/06	0235712	- IN	01/31/06	.00	610.00					610.00 427
02/21/06	0237028	- IN	02/21/06	.00	25.00					25.00 406
03/14/06	0238615	- IN	03/14/06	.00	25.00					25.00 385
***** ON CREDIT HOLD *****										
CUSTOMER 0960341 TOTALS:				.00	685.00	.00	.00	.00	.00	685.00
A734	Advanced Imaging Products *DNS			CONTACT: ABDUL	PHONE: (847) 839-0806			EXT:	CR LMT:	500.00
10/06/06	0249772	- IN	10/06/06	.00	197.95					197.95 179
***** ON CREDIT HOLD *****										
CUSTOMER A734 TOTALS:				.00	197.95	.00	.00	.00	.00	197.95
C1317	Cullman Office Source			CONTACT: H MIKE PUCKETT	PHONE: (256) 739-9407			EXT:	CR LMT:	.00
11/10/05	0230729	- IN	11/10/05	.00	259.75					259.75 509
CUSTOMER C1317 TOTALS:				.00	259.75	.00	.00	.00	.00	259.75
C321	Data Systems Manufacturing DNS			CONTACT: Robert Gaines	PHONE: (301) 277-0960			EXT:	CR LMT:	.00
0097609	- IN	01/15/04		.00	680.40					680.40 ***
***** ON CREDIT HOLD *****										
CUSTOMER C321 TOTALS:				.00	680.40	.00	.00	.00	.00	680.40
C901	Compulaser			CONTACT: Ron Reed	PHONE: 901-388-5592			EXT:	CR LMT:	500.00
03/14/05	0212944	- IN	04/13/05	.00	167.25					167.25 720
03/18/05	0213359	- IN	04/17/05	.00	72.00					72.00 716
***** ON CREDIT HOLD *****										
CUSTOMER C901 TOTALS:				.00	239.25	.00	.00	.00	.00	239.25
G232	GT Toner			CONTACT: J Genlio Cubil	PHONE: (770) 237-0306			EXT:	CR LMT:	1,500.00
09/30/04	0109946	- IN	10/30/04	.00	291.75					291.75 885
10/05/04	0110331	- IN	11/04/04	.00	208.25					208.25 880
***** ON CREDIT HOLD *****										
CUSTOMER G232 TOTALS:				.00	500.00	.00	.00	.00	.00	500.00
G913	Generation Imaging Consumer			CONTACT: JOE FUOCO	PHONE: (800) 455-9804			EXT:	CR LMT:	10,000.00
08/01/05	0223399	- IN	08/31/05	.00	7.50					7.50 580
08/16/05	0224521	- IN	09/15/05	.00	1,540.00					1,540.00 565
08/19/05	0224771	- IN	09/18/05	.00	4,060.00					4,060.00 562
08/19/05	0224790	- IN	09/18/05	.00	280.00					280.00 562
09/21/05	0227037	- IN	10/21/05	.00	375.00					375.00 529
09/21/05	0227038	- IN	10/21/05	.00	1,050.00					1,050.00 529
10/03/05	0227906	- IN	11/02/05	.00	3,248.00					3,248.00 517
10/04/05	0228009	- IN	11/03/05	.00	415.00					415.00 516
10/13/05	0228743	- IN	11/12/05	.00	431.00					431.00 507
***** ON CREDIT HOLD *****										
CUSTOMER G913 TOTALS:				.00	11,406.50	.00	.00	.00	.00	11,406.50
I903	Image Business Machines*BC DNS			CONTACT: Felix	PHONE: (505) 546-2441			EXT:	CR LMT:	.00
08/06/04	0107313	- IN	08/06/04	.00	25.00					25.00 970
09/22/04	0109454	- IN	09/22/04	.00	137.75					137.75 923
10/21/04	0201427	- IN	10/21/04	.00	289.38					289.38 894
10/25/04	0201713	- IN	10/25/04	.00	231.13					231.13 890
10/26/04	0201796	- IN	10/26/04	.00	50.00					50.00 889
11/15/04	0203613	- IN	11/15/04	.00	25.00					25.00 869
***** ON CREDIT HOLD *****										
CUSTOMER I903 TOTALS:				.00	758.26	.00	.00	.00	.00	758.26

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

Summit Technologies LLC

ALL OPEN INVOICES - AGED AS OF: 04/03/07

VERSION NO: 30 Collections

CUS. NUMBER	INVOICE DATE	INVOICE NO	INVOICE DUE DATE	DISCOUNT DUE DATE	DISCOUNT AMOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS DELQ
K2220	KEMP DIGITAL & IMAGING LLC	CONTACT: STEPHEN KEMP	PHONE: (501) 315-3188	EXT:	CR LMT:							.01
06-15-05	0220138 - IN	07/15/05			.00	248.77						
06-17-05	0220275 - IN	07/17/05			.00	90.60						248.77 627
	***** ON CREDIT HOLD *****											90.60 625
	CUSTOMER K2220 TOTALS:				.00	339.37	.00	.00	.00	.00	339.37	
L1446	LONG ISLAND TONER EXCHANGE DNS	CONTACT: FRANK(OTTO) HEALY	PHONE: (631) 242-6787	EXT:	CR LMT:							1.00
04-29-05	0216671 - IN	05-29-05			.00	150.00						
07-21-05	0222631 - IN	08-20-05			.00	392.26						150.00
08-10-05	0224073 - IN	09-09-05			.00	333.75						392.26 591
08-11-05	0224194 - IN	09-10-05			.00	100.00						333.75 571
09-30-05	0227766 - IN	10-30-05			.00	556.95						100.00 570
10-14-05	0228751 - IN	11/13-05			.00	93.20						556.95 520
10-20-05	0229223 - IN	11/19-05			.00	426.40						93.20 506
	***** ON CREDIT HOLD *****											426.40 500
	CUSTOMER L1446 TOTALS:				.00	1,752.56	.00	.00	.00	.00	1,752.56	
O480	OEM, Inc.	CONTACT:	PHONE: (480) 507-5448	EXT:	CR LMT:							.00
04-04-06	0240040 - IN	04-04-06			.00	90.25						
	CUSTOMER O480 TOTALS:				.00	90.25	.00	.00	.00	.00	90.25	
S482	Sun Laser Technologies(Pvt)Ltd	CONTACT: Nalin Priyantha	PHONE: 0094 74 210913	EXT:	CR LMT:							.00
07-27-06	0245980 - IN	08-26-06			.00	3,448.45						
	CUSTOMER S482 TOTALS:				.00	3,448.45	.00	.00	.00	.00	3,448.45	220
S526	Laser Supply of Utah *DNS*	CONTACT: MARION	PHONE: (801) 226-1590	EXT:	CR LMT:							1,000.00
12-17-03	0096442 - IN	12-17-03			.00	313.00						
12-19-03	0096551 - IN	12-19-03			.00	286.50						313.00 ***
12-19-03	0096585 - IN	12-19-03			.00	275.25						286.50 ***
01-06-04	0097036 - IN	01-06-04			.00	20.00						275.25 ***
01-14-04	0097496 - IN	01-14-04			.00	25.00						20.00 ***
01-14-04	0097779 - IN	01-20-04			.00	25.00						25.00 ***
01-14-04	0098513 - IN	02-02-04			.00	25.00						25.00 ***
	***** ON CREDIT HOLD *****											25.00 ***
	CUSTOMER S526 TOTALS:				.00	969.75	.00	.00	.00	.00	969.75	
T326	TEL TRADE s.r.o.	CONTACT: Valery Torrev	PHONE: +420 222 58 4117	EXT:	CR LMT:							.00
04-20-05	0215920 - IN	05-20-05			.00	6,810.65						
04-22-05	0216165 - IN	05-22-05			.00	2,356.00						6,810.65 653
07-05-05	0221467 - IN	08-04-05			.00	132.00						2,356.00 681
07-22-05	0222768 - IN	08-21-05			.00	638.70						132.00 607
08-12-05	0224273 - IN	09-11-05			.00	6,302.94						638.70 590
08-18-05	0224644 - IN	09-17-05			.00	114.50						6,302.94 569
08-29-05	0225373 - IN	08-29-05			.00	387.00						114.50 563
10-20-05	0229225 - CM				.00	97.50						387.00 582
	CUSTOMER T326 TOTALS:				.00	16,644.29	.00	.00	.00	.00	16,644.29	
T775	Top Hat, Inc.***DNS***	CONTACT: Marlon Marinas	PHONE: 775-324-8547	EXT:	CR LMT:							1.00
07-13-05	0222088 - IN	08-12-05			.00	4,326.50						
07-14-05	0222191 - IN	08-13-05			.00	173.75						4,326.50 599
07-29-05	0223288 - IN	08-28-05			.00	334.50						173.75 598
08-08-05	0223885 - IN	09-07-05			.00	109.70						334.50 583
08-10-05	0224149 - IN	09-09-05			.00	1,831.50						109.70 573
	***** ON CREDIT HOLD *****											1,831.50 571
	CUSTOMER T775 TOTALS:				.00	6,775.95	.00	.00	.00	.00	6,775.95	
U071	Universal Toners Plus*** DNS	CONTACT: David Klein	PHONE: (718) 855-7511	EXT:	CR LMT:							1,000.00
03-17-05	0213260 - IN	03-17-05			.00	59.83						
04-01-05	0214449 - IN	04-01-05			.00	32.75						59.83
05-16-05	0217889 - IN	06-15-05			.00	249.00						32.75 732
05-19-05	0218245 - IN	05-19-05			.00	297.00						249.00 657
05-25-05	0218645 - IN	05-25-05			.00	126.15						297.00 684
06-03-05	0219306 - IN	06-03-05			.00	218.50						126.15 678
06-06-05	0219404 - IN	06-06-05			.00	237.50						218.50 669
06-13-05	0219852 - IN	06-13-05			.00	25.00						237.50
06-13-05	0219860 - IN	06-13-05			.00	25.00						25.00 659
06-13-05	0219866 - IN	06-13-05			.00	25.00						25.00 659
06-13-05	0220093 - IN	06-15-05			.00	25.00						25.00 657
06-13-05	0220293 - IN	06-17-05			.00	212.15						212.15 655

System Date: 04/03/2007 / 3:50 pm
Application Date: 04/03/2007Page: 45
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PA000619

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

Summit Technologies LLC

ALL OPEN INVOICES - AGED AS OF: 04/03/07

IN NO: 30 Collections

CL	INER	INVOICE	DISCOUNT	DISCOUNT	BALANCE	CURRENT	30 DAYS	40 DAYS	60 DAYS	90 DAYS	DAYS
INV DATE	INVOICE NO	DUE DATE	DUE DATE	AMOUNT							DELQ
06-17-05	0220295	- IN 06-17-05		.00	25.00						
06-17-05	0220301	- IN 06-17-05		.00	25.00					25.00	655
06-20-05	0220416	- IN 06-20-05		.00	155.00					25.00	655
***** ON CREDIT HOLD *****										155.00	652
CUSTOMER U071 TOTALS:					.00	1,143.22	.00	.00	.00	.00	1,143.22
W8222	Worldtek Imaging Products*DNS*			CONTACT: Tony		PHONE: (818) 896-8222		EXT:	CR LMT:		.00
09-20-05	0226967	- IN 09-20-05		.00	986.65					986.65	560
09-21-05	0227105	- IN 09-21-05		.00	1,221.00					1,221.00	559
09-27-05	0227487	- IN 09-27-05		.00	4,174.35					4,174.35	553
09-28-05	0227554	- IN 09-28-05		.00	2,545.62					2,545.62	552
09-28-05	0227591	- IN 09-28-05		.00	52.50					52.50	552
10-03-05	0227844	- IN 10-03-05		.00	2,367.15					2,367.15	547
10-03-05	0227845	- IN 10-03-05		.00	82.00					82.00	547
10-04-05	0228005	- IN 10-04-05		.00	75.63					75.63	546
10-05-05	0228028	- IN 10-05-05		.00	82.00					82.00	545
10-11-05	0228422	- IN 10-11-05		.00	25.00					25.00	539
10-11-05	0228423	- IN 10-11-05		.00	25.00					25.00	539
10-13-05	0228672	- IN 10-13-05		.00	25.00					25.00	537
10-13-05	0228673	- IN 10-13-05		.00	25.00					25.00	537
10-18-05	0228975	- IN 10-18-05		.00	25.00					25.00	532
10-18-05	0228976	- IN 10-18-05		.00	25.00					25.00	532
10-18-05	0228977	- IN 10-18-05		.00	25.00					25.00	532
10-19-05	0229094	- IN 10-19-05		.00	25.00					25.00	531
10-19-05	0229100	- IN 10-19-05		.00	25.00					25.00	531
10-27-05	0229763	- IN 10-27-05		.00	25.00					25.00	523
10-27-05	0229767	- IN 10-27-05		.00	25.00					25.00	523
***** ON CREDIT HOLD *****											
CUSTOMER W8222 TOTALS:					.00	11,861.90	.00	.00	.00	.00	11,861.90
DIVISION 30 TOTALS:					.00	112,567.08	.00	.00	.00	.00	112,567.08
NUMBER OF CUSTOMERS: 27											
REPORT TOTALS:					.00	1,180,734.52	608,241.27	101,301.01	188,497.68	85,832.38	196,678.98
NUMBER OF CUSTOMERS: 409											

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EXHIBIT NO. 5

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EXHIBIT F1

EXCEPTIONS TO TITLE

UCC ON ASSETS OF SUMMIT TECHNOLOGIES LLC HELD BY MERRILL LYNCH
FINANCIAL SERVICES TO BE SATISFIED WITH PURCHASE PRICE

BANK WIRE INFORMATION

Summit Technologies
Merrill Lynch Acct
ABA # 043000261
Account # 101-1730

Mellon Bank
For Further credit:
Account title Summit Technologies
Account number 611-07007

Summit Laser Products
Routing # 021000021
Acct# 231501961766

Chase Manhattan Bank
New York, NY
631-981-7020

Laserstar Distribution
Routing # 321270742
Acct # 0734673528

Wells Fargo
101 N. Pecos Rd
Henderson, Nevada, 89074
702 263-2911

UI Supplies
Routing # 021000021
Acct# 740925870

Chase Manhattan Bank
New York, NY
631-981-7020

UI Technologies
Routing # 321270742
Acct # 5004079884

Wells Fargo
101 N. Pecos Rd
Henderson, Nevada, 89074
702 263-2911

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EXHIBIT NO. 6

671105

Schedule K-1
(Form 1120S)
Department of the Treasury
Internal Revenue Service

2005

For calendar year 2005, or tax
year beginning _____, 2006
ending _____, 20__

**Shareholder's Share of Income, Deductions,
Credits, etc.** ▶ See back of form and separate instructions.

Part I Information About the Corporation		Part II Information About the Shareholder		Part III Shareholder's Share of Income, Deductions, Credits, etc.	
A Corporation's employer identification number		F Shareholder's identifying number		1 Ordinary business income (loss)	13 Credits & credit recapture
B Corporation's name, address, city, state, and ZIP code LASERSTAR DISTRIBUTION CORP. C/O 10 MEADOWGATE EAST ST JAMES NY 11780		G Shareholder's name, address, city, state and ZIP code LEWIS HELFSTEIN 10 MEADOWGATE EAST ST JAMES, NY 11780		2 Net rental real estate income (loss)	14 Foreign transactions
C IRS Center where corporation filed return OGDEN UT		H Shareholder's percentage of stock ownership for tax year 65 %		3 Other net rental income (loss)	
D <input type="checkbox"/> Tax shelter registration number, if any				4 Interest income	
E <input type="checkbox"/> Check if Form 9271 is attached				5a Ordinary dividends	
				5b Qualified dividends	15 Alternative minimum tax (AMT) items
				6 Royalties	
				7 Net short-term capital gain (loss)	
				8a Net long-term capital gain (loss)	
				8b Collectibles (28%) gain (loss)	16 Items affecting shareholder basis
				8c Unrecaptured section 1250 gain	
				9 Net section 1231 gain (loss)	17 Other information
				10 Other income (loss)	
				11 Section 179 deduction	
				12 Other deductions	

* See attached statement for additional information.

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

	Code	Report on
1. Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:		
Passive loss	<i>Report on</i>	
Passive income	See the Shareholder's Instructions	
Nonpassive loss	Schedule E, line 28, column (h)	
Nonpassive income	Schedule E, line 28, column (j)	
2. Net rental real estate income (loss)	See the Shareholder's Instructions	
3. Other net rental income (loss)		
Net income	Schedule E, line 28, column (g)	
Net loss	See the Shareholder's Instructions	
4. Interest income	Form 1040, line 8a	
5a. Ordinary dividends	Form 1040, line 9a	
5b. Qualified dividends	Form 1040, line 9b	
6. Royalties	Schedule E, line 4	
7. Net short-term capital gain (loss)	Schedule D, line 5, column (f)	
8a. Net long-term capital gain (loss)	Schedule D, line 12, column (f)	
8b. Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D instructions)	
8c. Unrecaptured section 1250 gain	See the Shareholder's Instructions	
9. Net section 1231 gain (loss)	See the Shareholder's Instructions	
10. Other income (loss)		
<i>Code</i>		
A Other portfolio income (loss)	See the Shareholder's Instructions	
B Involuntary conversions	See the Shareholder's Instructions	
C Sec. 1256 contracts & straddles	Form 6781, line 1	
D Mining exploration costs recapture	See Pub. 535	
E Other income (loss)	See the Shareholder's Instructions	
11. Section 179 deduction	See the Shareholder's Instructions	
12. Other deductions		
A Cash contributions (50%)	} See the Shareholder's Instructions	
B Cash contributions (30%)		
C Noncash contributions (50%)		
D Noncash contributions (30%)		
E Capital gain property to a 50% organization (30%)		
F Capital gain property (20%)		
G Investment interest expense	Form 4952, line 1	
H Deductions—royalty income	Schedule E, line 18	
I Section 59(e)(2) expenditures	See the Shareholder's Instructions	
J Deductions—portfolio (2% floor)	Schedule A, line 23	
K Deductions—portfolio (other)	Schedule A, line 28	
L Preproductive period expenses	See the Shareholder's Instructions	
M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions	
N Reforestation expense deduction	See the Shareholder's Instructions	
O Domestic production activities information	See Form 8903 Instructions	
P Qualified production activities income	Form 8903, line 7	
Q Employer's Form W-2 wages	Form 8903, line 15	
R Other deductions	See the Shareholder's Instructions	
13. Credits		
A Low-income housing credit (section 42(j)(5))	} See the Shareholder's Instructions	
B Low-income housing credit (other)		
C Qualified rehabilitation expenditures (rental real estate)		
D Other rental real estate credits		
E Other rental credits		
F Undistributed capital gains credit	Form 1040, line 70, check box a	
G Credit for alcohol used as fuel	} See the Shareholder's Instructions	
H Work opportunity credit		
I Welfare-to-work credit		
J Disabled access credit		
K Empowerment zone and renewal community employment credit		Form 8844, line 3
L Credit for increasing research activities		} See the Shareholder's Instructions
M New markets credit		
N Credit for employer social security and Medicare taxes		
O Backup withholding		Form 1040, line 64
P Other credits		See the Shareholder's Instructions
14. Foreign transactions		
A Name of country or U.S. possession	} Form 1116, Part I	
B Gross income from all sources		
C Gross income sourced at shareholder level		
<i>Foreign gross income sourced at corporate level</i>		
D Passive category	} Form 1116, Part I	
E General category		
F Other		
<i>Deductions allocated and apportioned at shareholder level</i>		
G Interest expense		Form 1116, Part I
H Other		Form 1116, Part I
<i>Deductions allocated and apportioned at corporate level to foreign source income</i>		
I Passive category	} Form 1116, Part I	
J General category		
K Other		
<i>Other information</i>		
L Total foreign taxes paid		Form 1116, Part II
M Total foreign taxes accrued		Form 1116, Part II
N Reduction in taxes available for credit		Form 1116, line 12
O Foreign trading gross receipts		Form 8873
P Extraterritorial income exclusion		Form 8873
Q Other foreign transactions		See the Shareholder's Instructions
15. Alternative minimum tax (AMT) items		
A Post-1986 depreciation adjustment	} See the Shareholder's Instructions and the Instructions for Form 6251	
B Adjusted gain or loss		
C Depletion (other than oil & gas)		
D Oil, gas, & geothermal—gross income		
E Oil, gas, & geothermal—deductions		
F Other AMT items		
16. Items affecting shareholder basis		
A Tax-exempt interest income		Form 1040, line 8b
B Other tax-exempt income	} See the Shareholder's Instructions	
C Nondeductible expenses		
D Property distributions		
E Repayment of loans from shareholders		
17. Other information		
A Investment income		Form 4952, line 4a
B Investment expenses		Form 4952, line 5
C Qualified rehabilitation expenditures (other than rental real estate)		See the Shareholder's Instructions
D Basis of energy property		See the Shareholder's Instructions
E Recapture of low-income housing credit (section 42(j)(5))		Form 8611, line 8
F Recapture of low-income housing credit (other)		Form 8611, line 8
G Recapture of investment credit		See Form 4255
H Recapture of other credits		See the Shareholder's Instructions
I Look-back interest—completed long-term contracts		See Form 8697
J Look-back interest—income forecast method		See Form 8866
K Dispositions of property with section 179 deductions	} See the Shareholder's Instructions	
L Recapture of section 179 deduction		
M Section 453(l)(3) information		
N Section 453A(c) information		
O Section 1260(b) information		
P Interest allocable to production expenditures		
Q CCF nonqualified withdrawals		
R Information needed to figure depletion—oil and gas		
S Amortization of reforestation costs		
T Other information		

ORIGINAL

Allen D. Quinn

CLERK OF THE COURT

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

IRA AND EDYTHE SEAVER
FAMILY TRUST, et al.

Plaintiffs

vs.

UI SUPPLIES, et al.

Defendants

And related cases and parties

CASE NO. A-587003

DEPT. NO. XI

**Transcript of
Proceedings**

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

HEARING ON PLAINTIFFS' MOTION TO SET ASIDE

THURSDAY, APRIL 25, 2013

APPEARANCES:

FOR THE PLAINTIFFS:

JEFFREY R. ALBREGTS, ESQ.

FOR THE DEFENDANTS:

JEFFREY A. SILVESTRI, ESQ.
MICHAEL OAKES, ESQ.

COURT RECORDER:

JILL HAWKINS
District Court

TRANSCRIPTION BY:

FLORENCE HOYT
Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript
produced by transcription service.

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CLERK OF THE COURT

PA000626

1 LAS VEGAS, NEVADA, THURSDAY, APRIL 25, 2013, 9:03 A.M.)

2 (Court was called to order)

3 THE COURT: Mr. Oakes, it's nice to see you back.

4 MR. OAKES: Good morning, Your Honor. Michael Oakes
5 on behalf of the Helfstein parties.

6 MR. ALBREGTS: Good morning, Your Honor. Jeff
7 Albregts on behalf of plaintiffs appearing with the Edie
8 Seaver.

9 THE COURT: Wimpy. Remember the one that was wimpy?

10 MR. ALBREGTS: Yes, Your Honor.

11 MR. SILVESTRI: Good morning, Your Honor. Jeff
12 Silvestri on behalf the Uninet defendants, UI Supplies, UI
13 Technologies, Nestor Saporiti.

14 THE COURT: All right. It's your motion.

15 MR. ALBREGTS: I don't have a lot to add to what's
16 been briefed, Your Honor. Basically what we're seeking -- and
17 I'm sorry if there's any confusion in that respect -- is the
18 evidentiary hearing the Court had previously contemplated on
19 the Helfstein on the Helfstein settlement whether my clients
20 were fraudulently induced into it prior to our settlements
21 with the Uninet defendants. And it's not a motion asking you
22 to try the whole case again, but to make the determination
23 that you were going to make before as to whether there was a
24 reason for doing so.

25 THE COURT: I understand. I remember what I was

1 doing.

2 MR. ALBREGTS: Very well, Your Honor. If you have
3 any questions, I'd be happy to answer them.

4 THE COURT: Then talk to me about your fallback
5 position, which is your offer to put the \$60,000 in the
6 depository of the clerk. That's your fallback position. It's
7 on page 8.

8 MR. ALBREGTS: Yes, Your Honor. I'm not sure
9 [unintelligible]. Well, yes, we would deposit \$60,000 with
10 the court clerk in order to --

11 THE COURT: Do you really want to put it with the
12 court clerk where nobody earns interest, or do you guys want
13 to put it in an interest-bearing blocked account that you'll
14 agree to?

15 MR. ALBREGTS: Interest-bearing blocked account, if
16 everyone would agree to it, would make more sense, I would
17 believe.

18 MR. OAKES: I want to put it back in my client's
19 account. But, frankly, I don't think we need to get there.

20 THE COURT: I understand that, Mr. Oakes.

21 MR. OAKES: You're kind of way ahead of me. You're
22 looking at me for an answer, and I don't want to concede that
23 that should happen.

24 THE COURT: Well, we're not there yet. But okay.

25 MR. ALBREGTS: I don't have anything else to add,

1 unless you have questions, Your Honor.

2 THE COURT: No. I'm way familiar with this case. I
3 even remember when Mr. Oakes was involved in it the first
4 time.

5 MR. ALBREGTS: Thank you, Your Honor.

6 MR. OAKES: Good morning, Mr. Oakes. Welcome back.

7 MR. OAKES: Hello, Your Honor.

8 Procedurally first. We hit on this in their brief,
9 but I think there's a new point that needs to be brought up.
10 60(b)(3) would -- if this motion is a motion under 60(b)(3),
11 it's untimely. And I don't think there's any doubt about
12 that.

13 THE COURT: I've never had a final judgment in this
14 case yet.

15 MR. OAKES: The judgment was finalized, the order or
16 proceeding was finalized as to my client when they were
17 dismissed from the case --

18 THE COURT: That's not final.

19 MR. OAKES: -- back in '09.

20 THE COURT: That's not final.

21 MR. OAKES: According to the settlement agreement,
22 that notice of voluntary dismissal was supposed to be with
23 prejudice.

24 THE COURT: But it can't be final, because the case
25 is going on. I understand what you're saying.

1 MR. OAKES: It's not final in the sense of appeal.
2 THE COURT: Correct.
3 MR. OAKES: But how would they appeal from their own
4 notice of voluntary dismissal?
5 THE COURT: You'd be surprised what people do.
6 MR. OAKES: Well, we believe that that was the
7 proceeding that triggered the running of the rule. We're
8 years out from that. And therefore any attempt to do this
9 under 60(b)(3) is untimely. Therefore, the only way to look
10 at it is if there was indeed fraud on the Court under the
11 broader 60(b) -- it's not broader, it's a more narrow standard
12 under 60(b), fraud upon the Court.
13 THE COURT: Just gives them more time.
14 MR. OAKES: Gives them more time, but it also
15 imposes a much more stringent standard that is nowhere close
16 to anything that happened in this case. According to --
17 THE COURT: Unfortunately, you weren't here for the
18 trial where your client testified and lots of unusual things
19 occurred.
20 MR. OAKES: I've read the findings, Your Honor, and
21 I understand you made credibility determinations concerning my
22 client that were not favorable to him. And I think that goes,
23 frankly, to the prejudice of having this motion heard by this
24 Court. And by no means am I suggesting any denigration of
25 Your Honor --

1 THE COURT: Oh, I understand, Mr. Oakes.

2 MR. OAKES: -- but my client was not represented by
3 counsel in any of the discovery, initiated no discovery, took
4 no depositions, participated in no --

5 THE COURT: But he was represented by counsel. You
6 were his lawyer. It's just because of the ruling you had from
7 the Nevada Supreme Court you did not participate in the
8 litigation.

9 MR. OAKES: Yeah. He was dismissed.

10 THE COURT: But he was represented by counsel. I
11 mean, he had counsel.

12 MR. OAKES: Well, he had counsel.

13 THE COURT: Plus he's trained as an attorney.

14 MR. OAKES: Your Honor, initiated no discovery
15 because not a party to the case, was dismissed from the
16 plaintiffs' claim, and the third-party claim was dismissed and
17 stayed. He was not participating as a party through any of
18 the discovery, did not send any interrogatories or written
19 requests, did not obtain an expert to respond to any of their
20 expert allegations.

21 What they're asking you to do here is, since you've
22 already tried the case and made negative findings against my
23 client as a witness at the time, to take those and somehow
24 apply those in a res judicata manner or some quasi res
25 judicata matter when he wasn't a party to the case, he was

1 dismissed.

2 So we bounced around a bit, but I want to go back to
3 the 60(b) standard. The standard was described in a case
4 where Lawrence Davidson absconded with clients' money. The
5 most widely accepted definition, which we adopt, holds that,
6 "The concept of fraud on the court embraces only that species
7 of fraud which does or attempts to subvert the integrity of
8 the court itself or is a fraud perpetrated by officers of the
9 court so that the judicial machinery cannot perform in the
10 usual manner. Relief should be denied in the absence of such
11 conduct."

12 What we're talking about here is my client was one
13 of two defendants, and he settled out his case for \$60,000 and
14 paid the money. Now they're saying, well, we continued to
15 audit him after that and we think he's -- we could have won
16 \$560,000 and therefore we were defrauded.

17 Your Honor, that's not the type of fraud that is
18 talked about under the 60(b) fraud upon the court standard.
19 They settled the case, they presented you with an affidavit of
20 counsel stating that he had investigated the case, the
21 strengths of weaknesses, for over 10 months. He also stated
22 in there that he had thought about all of the aspects
23 concerning ability to collect, ability to prevail, and had
24 made a determination that the settlement was a good and fair
25 settlement.

1 The settlement specifically excluded any oral
2 representations on the part of either party, and released all
3 of the claims and specifically the claim they're making now
4 that Mr. Helfstein absconded with money and proceeds from
5 Summit.

6 The allegations were contained in the complaint that
7 Helfstein manipulated the books and records of the company.
8 That's the allegation in their complaint in April of 2009 that
9 they investigated for over 10 months without settling. That's
10 paragraph 15 of the complaint.

11 The complaint also asked for and alleged in 21, "The
12 Helfstein defendants and Summit breached the operating
13 agreement by, among other things, self dealing with respect to
14 the assets and operations of the company." That was the
15 allegation of their complaint that they investigated for
16 10 months before settling and taking \$60,000.

17 The allegation also stated in 23 that the Helfstein
18 defendants acted with malice, they secretly and purposely
19 deprived them of contract benefits, and intentionally
20 exploited their property assets, relationship, and name for
21 their own benefit.

22 And one last point which is very significant, in
23 April of 2009 they alleged a seventh cause of action for an
24 accounting, stating that, "Summit and the Helfstein defendants
25 breached their fiduciary obligations by not operating and

1 managing Summit properly and by failing to properly account
2 for and report on its financial condition." That's what they
3 settled.

4 It then says, "As a result, a full and complete
5 accounting of its activities is required in order to ascertain
6 its true financial condition." That's paragraph 45 of the
7 complaint. That's what they settled.

8 I think I have never seen a situation where someone
9 sued for an accounting, settles their claims, gets a cash
10 payment, and then conducts discovery to internally conduct
11 that accounting themselves, come up with a number higher than
12 the settlement amount and then say they were defrauded. There
13 was no representation as to the financial condition of the
14 company, and all of those representations were excluded in the
15 settlement agreement. Furthermore -- as drafted by counsel
16 for the plaintiffs.

17 Furthermore, the settlement agreement specifically
18 stated that no one is relying on any representations of the
19 other party.

20 So, that being said, aside from the timeliness,
21 there is no fraud here, fraud in connection with the
22 settlement agreement. Settlement agreements are entered into
23 all of the time on fraud causes of action where you settle for
24 less than what you think you might have got. They are also
25 often reduced due to concerns over collectability,

1 particularly when there's no insurance policy involved.
2 There's no pocket to immediately go get money. Lots of
3 defendants that appear wealthy have spendthrift trusts.
4 Collecting on judgments is not an easy task.

5 There is every reason in the world why they took the
6 60,000 in the first place, and there's every reason in the
7 world now for you to refuse their efforts to set aside that
8 settlement agreement.

9 I would add also that it's early. We talked about
10 the need to restore consideration, and that's a fundamental
11 element in any rescission case. You've got to act promptly,
12 and you've got to restore the consideration. They were
13 already talking about maybe we have to set aside the
14 settlement agreement a mere six months after it happened. At
15 that point in time, frankly, other than their complaining that
16 they didn't get the declaration they wanted from Mr.
17 Helfstein, we don't know what the exact basis of their claim
18 was as to why they were entitled to revoke the agreement.

19 What we do --

20 THE COURT: Well, some of the things they said in
21 court was that Mr. Helfstein was not cooperating in accordance
22 with the terms of the settlement agreement. That was one of
23 the other things they said, and that he wasn't providing the
24 ~~information~~ information that he had agreed to provide. So there were a
25 lot of issues related to Mr. Helfstein during the course of

1 the litigation. And I was disappointed that the Supreme Court
2 decided to essentially say, you didn't have to be part of the
3 litigation, which is why we are currently in this position.
4 If you'd been here on the third-party complaint, we wouldn't
5 be in this position, Mr. Oakes.

6 MR. OAKES: Your Honor, I'm hard pressed to concede
7 that I made an error by trying to invoke an arbitration and
8 forum -- choice of venue clause.

9 THE COURT: I understand what you're saying.

10 MR. OAKES: And I'm also --

11 THE COURT: But the long-term consequences of that
12 are that you weren't in the litigation when issues related to
13 your client --

14 MR. OAKES: My client settled, Your Honor. He was
15 out of the case. He had a document that says, the settlement
16 agreement would be given res judicata and collateral estoppel
17 effect.

18 THE COURT: Mr. Oakes, he was a third-party
19 defendant. And while it may be that the arbitration provision
20 was enforceable and your client tried -- chose to invoke that
21 provision, because you had duplicative forums of litigation
22 occurring -- and I don't know what happened between the Uninet
23 defendants and your client on the third-party complaint, but
24 because you had duplicative forums, you the potential for
25 conflicting rulings. Which is the situation we were

1 ultimately placed in here and which was why I had a motion to
2 amend the findings of fact and conclusions of law that was
3 filed I think by Mr. Silvestri -- no, by Mr. Lee.

4 MR. OAKES: There's no conflicting ruling relative
5 to my client, Your Honor. You found against the Uninet
6 defendants, as you had every right to do. Cases get tried
7 against one defendant when another gets let out all of the
8 time. What would be fundamentally unfair to my client --

9 THE COURT: Has your client resolved their claims
10 against the Uninet defendants?

11 MR. OAKES: To my knowledge, no. I think they were
12 awaiting the outcomes here.

13 THE COURT: Do you know if there's been an
14 assignment by the Uninet defendants of their claims against
15 your client?

16 MR. OAKES: I'm sorry?

17 THE COURT: Has there been an assignment of the
18 claims against your client by the Uninet defendants?

19 MR. OAKES: Claims against my client?

20 THE COURT: Uninet had claims against your client,
21 remember. That's how you got to be a third-party defendant.

22 MR. OAKES: Yes.

23 THE COURT: Have those claims been assigned, or do
24 you know?

25 MR. OAKES: Not to my knowledge.

1 THE COURT: Okay.

2 MR. OAKES: I have no knowledge of that. I don't
3 know.

4 THE COURT: Okay.

5 MR. OAKES: So going back to it, this proceeding
6 went forward at a time when my client was dismissed from the
7 plaintiffs' case and was not required to be here as a third-
8 party defendant because he wasn't subject to the jurisdiction
9 of the Court. And whether it was jurisdiction or actually it
10 was choice of law, choice of venue, an arbitration clause.

11 THE COURT: It was a forum.

12 MR. OAKES: So going to the laches -- and that goes
13 to the laches point. As of May 2010 they believed they had a
14 basis to rescind the settlement agreement. As of January of
15 2011 they filed a document which we contend had no effect
16 whatsoever other than to declare finally for the first time on
17 January 20, 2011, that they indeed now didn't want to threaten
18 rescinding the contract, but actually wanted to do it while
19 still retained the consideration, even then taking no steps to
20 bring my client back into the case so he could defend himself.

21 We believe that that is laches, that that is
22 prejudice, that my client could have and should have been
23 allowed to participate in the case if they were going to
24 proceed timely and actually seek to rescind the settlement
25 agreement. It should have been done no later than January

1 2011, and, frankly, if they thought they had a basis to do it
2 in May of 2010, they should have done that then.

3 Finally, there is a jurisdictional point, Your
4 Honor. And I don't know that today's the day to reach it, but
5 I'm going to bring it up, because I don't want to be viewed as
6 waiving it. The complaint was never answered by Madelyn or
7 Lou Helfstein, and the allegations that are now being made
8 have to do with things that were done, money taken from Summit
9 Corporation, a New York corporation, all of the wrongdoing
10 took place, if there was any, in New York, and we believe that
11 there would be jurisdictional arguments, as well, to preclude
12 this Court from hearing this case as to the Helfstein parties.
13 I don't know that now would be specifically the time to raise
14 them, but I'm bringing that up now because I want them on the
15 table so that they're not waived.

16 THE COURT: I appreciate that.

17 Mr. Silvestri, is there anything you want to say?

18 MR. SILVESTRI: Just briefly, Your Honor. As the
19 Court knows, my clients settled with the Seavers. You asked
20 that the -- about the litigation that Uninet and Summit has.
21 It's still ongoing in New York. My understanding was that
22 that was stayed pending resolution of the case here.

23 You asked if any claims had been assigned, any of
24 Uninet's claims have been assigned. They have not. However,
25 I will bring to the Court's attention, as I -- because you

1 might be hearing from me again very shortly, the settlement
2 agreement -- and I know you don't want to, but the settlement
3 agreement --

4 THE COURT: No. I always appreciate hearing from
5 you, Mr. Silvestri.

6 MR. SILVESTRI: Well, thank you.

7 The settlement agreement itself was supposed to be
8 confidential. It's got a big confidentiality statement in
9 there. I've brought a copy of it. I don't want to talk about
10 the agreement, because it is in itself confidential. But
11 Section 8 has a confidentiality agreement. It says that we're
12 not going to be talking about this, we're not going to be
13 talking about how much, when, details, whatever. The reply
14 brief talks about how much we settled for. It says a number,
15 much to my clients' dissatisfaction and disappointment, and my
16 client's very upset about it. I would have filed some kind of
17 motion. I didn't have time. I only got the reply brief a
18 couple days ago.

19 THE COURT: So you think the mention on page 5
20 should be redacted?

21 MR. SILVESTRI: Absolutely think the mention on
22 page 5 should be redacted.

23 THE COURT: Is that the only place it is?

24 MR. SILVESTRI: I believe. You know, it will
25 certainly limit the damage. As I've said, damage has been

1 done for reasons that I'm not really willing to talk about,
2 but --

3 THE COURT: Is it okay for me to strike the reply,
4 Mr. Albregts and for you to refile it without mentioning or
5 redacting the potentially confidential information?

6 MR. ALBREGTS: So stipulated.

7 But you did say we were going to discuss this after
8 court.

9 MR. SILVESTRI: Yes. And it came up because --

10 THE COURT: How about just for the -- I'm going to
11 strike the document called "Plaintiffs' Reply in Support of
12 Motion to Set Aside/Rescind Helfstein Settlement Agreement and
13 Proceed on Claims Against Them," because it inadvertently
14 includes confidential information.

15 MR. ALBREGTS: Thank you very much, Your Honor.

16 MR. SILVESTRI: There was no --

17 THE COURT: Mr. Albregts is then going to file a
18 redacted version of the document.

19 MR. ALBREGTS: Today, Your Honor, yes.

20 MR. SILVESTRI: I was not indicating --

21 THE COURT: Is that okay?

22 MR. SILVESTRI: Yes. I was not meaning to indicate
23 in any way that it was purposeful or deliberate or anything of
24 that nature. I wanted to raise it with the Court so that I
25 didn't have to file a motion, and --

1 THE COURT: I took care of it.

2 MR. SILVESTRI: I appreciate it.

3 As far as the -- whatever the ruling's going to be,
4 we have fully and finally settled all our claims. I just want
5 to make sure that whatever happens if this case goes forward
6 that nobody's going to be looking back at my clients.

7 THE COURT: When was the final judgment?

8 MR. SILVESTRI: You want my opinion on when the
9 final judgment was?

10 THE COURT: I want you to tell me, because I'm
11 looking through here trying to find what I would characterize
12 as a final judgment, and I don't see it.

13 MR. SILVESTRI: I will tell you what you told me the
14 final judgment was.

15 THE COURT: The findings of fact that I issued,
16 which aren't really a judgment.

17 MR. SILVESTRI: Well, when I asked because the issue
18 came up about was there a timely --

19 THE COURT: Motion --

20 MR. SILVESTRI: -- filing of motion to alter or
21 amend, my position at that time was it was timely because
22 there was no -- nothing called "judgment." And your ruling
23 back to me, although I'm not sure it was a formal ruling, but
24 your statement to me was, when those findings of fact and
25 conclusions of law came out that's the final judgment.

1 THE COURT: Somebody's supposed to enter the
2 judgment document. But that's my judgment.

3 MR. SILVESTRI: My position at the time was because
4 the judgment was never entered as a final judgment, which
5 typically you see when you get findings of fact, conclusions
6 of law, then you get somebody that lodges it as a final
7 judgment. That's what I was operating under. Your statement
8 to me at the time was I was incorrect and that your findings
9 of fact and conclusions of law were supposed to be considered
10 the final judgment.

11 THE COURT: Yep. But I never -- I still today don't
12 have a judgment.

13 MR. SILVESTRI: And we never -- we never created one
14 or lodged one, because we were working on the ruling that you
15 said that was it.

16 THE COURT: Well, and also we were working on the
17 fraud issue.

18 MR. SILVESTRI: There were several issues still
19 ongoing, but --

20 THE COURT: And an evidentiary hearing that I was
21 going to have --

22 MR. SILVESTRI: Correct.

23 THE COURT: -- related to those fraud issues.

24 Okay. Anything else?

25 MR. SILVESTRI: Not from me.

1 THE COURT: Anything else, Mr. Albregts?

2 MR. ALBREGTS: Your Honor, going backwards very
3 quickly, there was no satisfaction of judgment exchanged in
4 the settlement process. I don't think that would be
5 confidential, it'd be something filed with you. So I think
6 your instincts on that are correct.

7 As to jurisdiction, fraudulent procurement of
8 settlement agreement signed in this jurisdiction I think gets
9 to those arguments. If you want to address that later, I'd be
10 happy to brief it.

11 On the issues raised by Mr. Oakes, who, as always,
12 advocates extremely well for his clients, the way I view them,
13 Your Honor -- and this is one of the strangest, if not the
14 strangest, I've ever been in, but -- in terms of all the
15 elements involved, but it seems like it's a 12(b)(5) summary
16 judgment type analysis. And to get to those issues there's
17 genuine issues of fact as to whether indeed all of the things
18 that Mr. Oakes raises are the case. And all we're asking for
19 is not the trial, we're asking for the evidentiary hearing
20 that you were going to set before, the 60 days brief or
21 limited discovery subject to whatever limitations you want to
22 put on it to get to that issue. If you decide after that, no,
23 there's no basis for it, the arguments Mr. Oakes makes with
24 the settlement agreement are correct, I have no problem with
25 that. That's all.

1 And on the other issue, Your Honor, I see it your
2 way, too. I don't see any way how we -- in the Supreme
3 Court's decision my clients could have done anything after
4 2010, 2011 on that. And my recollection, not always as good
5 as Mr. Silvestri's was, the couple times I tried to do that
6 you said, Mr. Albregts, the Supreme Court's told us we
7 couldn't go there.

8 THE COURT: I don't have to agree with them. I just
9 have to do what they tell me to do.

10 MR. ALBREGTS: So that's my recollection. Thank you
11 for your patience and time, Your Honor.

12 THE COURT: Mr. Oakes.

13 MR. OAKES: Your Honor, there was never a stay of
14 anything directed to the plaintiff or what the plaintiff could
15 do.

16 THE COURT: No. I said you weren't part of the
17 case.

18 MR. OAKES: It says that there was a stay of the
19 third-party/cross-claims.

20 THE COURT: Right. You weren't part of the case.

21 MR. OAKES: And the reason I wasn't part of the case
22 was because the plaintiff had dismissed us. It was a twofold
23 reason we weren't a party to the case. The plaintiff
24 dismissed my client, the third-party claims were stayed, the
25 plaintiff had the ability to file this motion then. Nothing's

1 changed vis-a-vis the Supreme Court order. They had -- they
2 were never stopped by the Supreme Court order from taking
3 steps -- or from taking this very step way back as early as
4 the first day after the order was entered.

5 THE COURT: Anything else, Mr. Oakes?

6 MR. OAKES: No, Your Honor.

7 THE COURT: All right. The term "final" in
8 Rule 60(b) is similar to the term "final" for appellate
9 purposes. Based upon my review of the docket, there does not
10 appear to be a final order that exists. Although I issued
11 findings of fact and conclusions of law that awarded a sum
12 certain, unfortunately no judgment was ever entered related to
13 that which would then cause the time to begin to run for
14 purposes of the word "final."

15 As a result, I am going to evaluate this a mistake,
16 inadvertence, surprise, or excusable neglect for purposes of
17 making a determination as to whether the settlement agreement
18 should be set aside.

19 I'm going to set an evidentiary hearing to make a
20 determination as to whether the settlement agreement should be
21 set aside.

22 I am not making a finding that there was a fraud
23 upon the court, which is necessary for NRC 60(b)(3) for that,
24 because I don't have a final judgment and I'll have to get
25 there. I'm not saying there wasn't fraud in the settlement

1 agreement. I'm saying I don't know because I haven't had the
2 evidentiary hearing yet.

3 So what do you want to do before an evidentiary
4 hearing besides go to Carson City, Mr. Oakes?

5 MR. OAKES: Go to Carson City, Your Honor.

6 THE COURT: Part of this order that the plaintiffs,
7 who received the \$60,000 in settlement funds, must deposit
8 those into a blocked, interest-bearing account that is agreed
9 to between Mr. Oakes and Mr. Albregts. If you'll submit an
10 order on that, we'll get the funds deposited so that the funds
11 are there if I determine the settlement agreement is in fact
12 set aside. Because I have not made that determination yet,
13 but I want the funds to be available in case I do make that
14 determination.

15 MR. ALBREGTS: Yes, Your Honor.

16 THE COURT: Any questions?

17 MR. ALBREGTS: You want me to prepare the order?

18 THE COURT: I want Mr. Albregts to prepare the
19 order. I want you to send it to both of them to look at.

20 MR. ALBREGTS: Yes, Your Honor.

21 THE COURT: And then I want you to prepare --

22 MR. ALBREGTS: Can you give me a couple days,
23 because I would like the minutes or the transcript, if that's
24 possible.

25 THE COURT: It's always possible.

1 MR. ALBREGTS: Yes, Your Honor.
2 THE COURT: You just have to ask politely.
3 MR. ALBREGTS: Oh, of course, Your Honor. I'll have
4 my assistant do it so that we're assured of that.
5 THE COURT: All right. So --
6 MR. OAKES: I do have questions, Your Honor.
7 THE COURT: This is what's going to happen. Mr.
8 Albregts is going to send you a copy of the draft order.
9 Hopefully it's not going to be too bad. I'm going to get it
10 entered. You're then going to decide if you're going to do
11 something and go to Carson City. If you go to Carson City,
12 then I'm going to probably entertain your motion for a stay
13 before I conduct the evidentiary hearing. The question is do
14 I then need to put the \$60,000 in the interest-bearing account
15 if you get a stay. And I'll address that at the time we get
16 there.
17 MR. OAKES: Okay, Your Honor.
18 MR. ALBREGTS: So --
19 THE COURT: Is that the plan you're planning to
20 follow, Mr. Oakes?
21 MR. OAKES: Pretty likely.
22 So you're saying that evidentiary hearing would be
23 under 60(b)(1)?
24 THE COURT: Well, and (2).
25 MR. OAKES: Okay. I mean, not that I'm stipulating.

1 I don't mean okay I'm stipulating. I understand.

2 THE COURT: Okay you understand what I said.

3 MR. OAKES: Yes.

4 THE COURT: All right.

5 MR. OAKES: Okay.

6 THE COURT: Anything else?

7 MR. ALBREGTS: Thank you, Your Honor.

8 THE CLERK: [Inaudible].

9 THE COURT: No, because he's going to ask for a
10 stay. I'm going to set a status check in two weeks on my
11 chambers calendar and make sure Mr. Oakes did what he said.
12 Otherwise, if he doesn't file a motion for stay, then I'll
13 figure out what we have to do before we have the evidentiary
14 hearing.

15 MR. ALBREGTS: Yes, Your Honor.

16 MR. OAKES: Thank you very much.

17 MR. ALBREGTS: Thank you, Your Honor.

18 THE COURT: Because sometimes people want to do
19 discovery before we do those kind of hearings, and I'm always
20 open to discussing that issue.

21 Mr. Silvestri, it was lovely to see you. Good luck
22 in your arguments next week.

23 MR. SILVESTRI: Thank you.

24 THE PROCEEDINGS CONCLUDED AT 9:30 A.M.

25 * * * * *

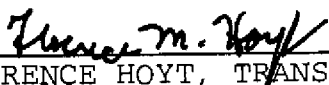
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