

EXHIBIT B

GREEN BAY PACKAGING, INC.,

Plaintiff,

VS.

No. 05 C 3445

Judge Holderman

MIDWEST PACKAGING, L.L.C., FRED
OSCARSON and JEFF OSCARSON,

Magistrate Judge Cole

Defendants.

Pursuant to Local Rule 56.1(a)(3), Plaintiff Green Bay Packaging, Inc. ("Green Bay"), by its attorneys, submit the following statement of undisputed material facts:

1. On June 10, 2005, Green Bay filed a breach of contract action against Midwest Packaging, which was amended on September 9, 2005. A copy of the Amended Complaint is attached as Ex. 1.

2. Plaintiff Green Bay is a Wisconsin corporation, with its principal place of business at 1700 N. Webster Court, Green Bay, Wisconsin 54302. (Am. Compl. at ¶ 2.)

3. Defendant Midwest Packaging is an Illinois Limited Liability company with its principal place of business at 7 N. 172 Fox Bend Drive, St. Charles, Illinois 60175. (Am. Compl. at ¶ 3.)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

GREEN BAY PACKAGING, INC.,)	
)	
)	
Plaintiff,)	
)	
vs.)	No. 05 C 3445
)	
)	Judge Holderman
)	
MIDWEST PACKAGING, L.L.C., FRED)	Magistrate Judge Cole
OSCARSON and JEFF OSCARSON,)	
)	
Defendants.)	
)	

**PLAINTIFF'S RULE 56.1 STATEMENT IN SUPPORT OF ITS MOTION FOR
SUMMARY JUDGMENT AGAINST DEFENDANT MIDWEST PACKAGING, L.L.C.**

Pursuant to Local Rule 56.1(a)(3), Plaintiff Green Bay Packaging, Inc. ("Green Bay"), by its attorneys, submit the following statement of undisputed material facts:

1. On June 10, 2005, Green Bay filed a breach of contract action against Midwest Packaging, which was amended on September 9, 2005. A copy of the Amended Complaint is attached as Ex. 1.

2. Plaintiff Green Bay is a Wisconsin corporation, with its principal place of business at 1700 N. Webster Court, Green Bay, Wisconsin 54302. (Am. Compl. at ¶ 2.)

3. Defendant Midwest Packaging is an Illinois Limited Liability company with its principal place of business at 7 N. 172 Fox Bend Drive, St. Charles, Illinois 60175. (Am. Compl. at ¶ 3.)

4. The amount in controversy exceeds \$75,000.00, exclusive of interest and costs. (Am. Compl. at ¶ 6.)

5. Green Bay is a manufacturer of paperboard packaging products. (Am. Compl. at ¶ 8.)

6. Midwest Packaging, desiring to purchase products from Green Bay, applied to Green Bay for credit in 1973. (Am. Compl. at ¶ 9.)

7. From January 27, 2005 through June 6, 2005, Midwest Packaging purchased products from Green Bay under the line of credit extended to it by Green Bay. (Am. Compl. at ¶ 13; Ex. C. to Am. Compl.)

8. Midwest Packaging failed to reject upon delivery the goods identified in the Amended Complaint. (Requests for Admissions to Defendants No. 6.)

9. Midwest Packaging accepted that delivery of the goods identified in the Amended Complaint. (Requests for Admissions to Defendants No. 7.)

10. Midwest Packaging accepted delivery of the goods identified in the Amended Complaint. (Requests for Admissions to Defendants No. 8.)

11. Midwest Packaging has not paid any of the invoices identified in Exhibit C to the Amended Complaint. (Requests for Admissions to Defendants No. 1.)

12. On June 7, 2005, Jeff Oscarson notified Green Bay that Midwest Packaging had ceased operations effective that day. (Am. Compl. at ¶ 14.)

13. At that time Midwest Packaging owed Green Bay \$668,441.23. (Am. Compl. at ¶ 15; Ex. D. to Am Compl.)

14. Additionally, in reliance on the aforementioned financial information and Guarantee, Green Bay manufactured products to fulfill orders placed with it by Midwest

Packaging identified in the invoices attached to the Amended Complaint. (Am. Compl. at ¶ 16; Ex. E. to Am. Compl.)

15. However, after those products were manufactured and before they were shipped, Midwest Packaging defaulted on its obligations to Green Bay. (Am. Compl. at ¶ 17.)

16. The products described in the invoices attached to the Amended Complaint remain in Green Bay's warehouse because the customers for which Midwest Packaging ordered the products no longer need them. (Am. Compl. at ¶ 18; Ex. D. to Am. Compl.)

17. Green Bay has attempted to mitigate its damages with respect to the products identified in the invoices attached to the Amended Complaint, but has been unable to find a market for those products, and it has incurred a loss, as to those products, of \$10,814.62. (Am. Compl. at ¶ 19; Ex. D. to Am. Compl.)

18. As of September 6, 2005, the amount due to Green Bay by Midwest Packaging is \$679,255.85. (Am. Compl. at ¶ 20.)

19. Midwest Packaging is obligated to pay Green Bay \$679,255.85. (Requests for Admissions to Defendants No. 5.)

20. On October 13, 2005, the individual Defendants have filed for bankruptcy protection. (Ex. 3 and 4.)

21. The individual Defendants do not intend to defend this case as to Midwest Packaging. (Ex. 5.)

Respectfully submitted,

GREEN BAY PACKAGING, INC., Plaintiff

By: /s/ Soo Choi
One of Its Attorneys

Scott N. Schreiber
David B. Goodman
Soo Choi
MUCH SHELIST FREED DENENBERG
AMENT & RUBENSTEIN, P.C.
191 North Wacker Drive, Suite 1800
Chicago, IL 60606
(312) 521-2000

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing **Plaintiff's Rule 56.1 Statement in Support of Its Motion for Summary Judgment Against Defendant Midwest Packaging, L.L.C.** was served on the following by facsimile and U.S. Mail this 9th day of November 2005:

Mr. John K. Kallman
221 North LaSalle Street
Suite 1200
Chicago, Illinois 60601
(312) 332-3920 (fax)

____/s/ Soo Choi_____
Soo Choi

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

GREEN BAY PACKAGING, INC.,

Plaintiff,

vs.

MIDWEST PACKAGING, L.L.C., FRED
OSCARSON and JEFF OSCARSON,

Defendants.

No. 05 C 3445

AMENDED COMPLAINT

Plaintiff Green Bay Packaging, Inc. ("Green Bay"), by its attorneys, and for its Amended Complaint against defendants Midwest Packaging, L.L.C. ("Midwest Packaging"), Fred Oscarson and Jeff Oscarson, states as follows:

NATURE OF ACTION

1. This is a breach of contract action arising out of (1) Midwest Packaging's failure to submit payment due to Green Bay for products purchased from Green Bay under a line of credit extended to Midwest by Green Bay; and (2) Fred and Jeff Oscarson's failure to pay for Midwest Packaging's debt to Green Bay as required under an Unlimited Continuing Guarantee (the "Guarantee"). This action seeks damages and an accounting for Midwest Packaging's failure to pay amounts due and Fred and Jeff Oscarson's breach of the Guarantee.

THE PARTIES

2. Plaintiff Green Bay is a Wisconsin corporation, with its principal place of business at 1700 N. Webster Court, Green Bay, Wisconsin 54302.

3. Defendant Midwest Packaging is an Illinois Limited Liability company with its principal place of business at 7 N. 172 Fox Bend Drive, St. Charles, Illinois 60175.

4. Defendant Fred Oscarson is an individual who, on information and belief, resides in Hoffman Estates, Illinois.

5. Defendant Jeff Oscarson is an individual who, on information and belief, resides in St. Charles, Illinois.

JURISDICTION AND VENUE

6. This Court has jurisdiction pursuant to 28 U.S.C. § 1332, diversity of citizenship, in that the amount in controversy exceeds, exclusive of interest and costs, the sum of \$75,000.00.

7. Venue in this judicial district is proper pursuant to 28 U.S.C. §1391(a).

ALLEGATIONS

8. Green Bay is a manufacturer of paperboard packaging products.

9. Defendant Midwest Packaging, desiring to purchase products from Green Bay, applied to Green Bay for credit in 1973.

10. On January 25, 2000, in support of Midwest Packaging's continued application for credit to Green Bay, defendants Fred Oscarson and Jeff Oscarson, principals of Midwest Packaging, agreed to personally guarantee the credit extended to Midwest Packaging by Green Bay by entering into the Guarantee, a copy of which is attached as Exhibit A.

11. The Guarantee guaranteed Midwest Packaging's debts to Green Bay:

Fred Oscarson and Jeff Oscarson (hereinafter "Guarantor") hereby guarantees payment of and promises to pay when due, or at the time the Debtor [Midwest Packaging] becomes a subject of

bankruptcy or other insolvency proceedings, all debts, obligations and liabilities of Debtor to GBP [Green Bay], including interest, late charges and all payments from Debtor to GBP which are returned by GBP to a trustee, receiver, creditor or other party pursuant to state or federal law. Guarantor further guarantees payment of and promises to pay all costs, expenses and fees that are incurred at any time by GBP in endeavoring to collect any sums from Debtor or Guarantor. This Guarantee is valid and enforceable against Guarantor even if Debtor's obligations to GBP should become invalid and unenforceable.

12. In conjunction with the Guarantee, and in support of Midwest Packaging's application for credit, Fred and Jeff Oscarson provided Green Bay with individual financial statements. Copies of these statements are attached as Exhibit B.

13. Based on the financial information supplied by Fred and Jeff Oscarson as well as the Guarantee, Green Bay extended credit to Midwest Packaging. From January 27, 2005 through June 6, 2005, Midwest Packaging purchased products from Green Bay under the line of credit extended to it by Green Bay and guaranteed by Fred and Jeff Oscarson. A copy of the invoice detailing these charges is attached as Exhibit C.

14. On June 7, 2005, Jeff Oscarson notified Green Bay that Midwest Packaging had ceased operations effective that day.

15. As a result, Green Bay sent a letter to Fred and Jeff Oscarson at their residences on June 7, 2005, demanding payment of the debt that Fred and Jeff Oscarson had guaranteed, namely the amount of \$668,441.23. Copies of this letter are attached as Exhibit D.

16. Additionally, in reliance on the aforementioned financial information and Guarantee, Green Bay manufactured products to fulfill orders placed with it by Midwest Packaging identified in the invoices attached as Exhibit E.

17. However, after those products were manufactured and before they were shipped, Midwest Packaging defaulted on its obligations to Green Bay.

18. The products described in the invoices attached as Exhibit D remain in Green Bay's warehouse because the customers for which Midwest Packaging ordered the products no longer need them.

19. Green Bay has attempted to mitigate its damages with respect to the products identified in Exhibit D, but has been unable to find a market for those products, and it has incurred a loss, as to those products, of \$10,814.62.

20. As of September 6, 2005, the amount due to Green Bay by Midwest Packaging is \$679,255.85.

21. To date, Green Bay has received no response from any of the defendants.

COUNT I – BREACH OF CONTRACT BY MIDWEST PACKAGING

22. Green Bay realleges every allegation of Paragraphs 1 through 21 of this Complaint.

23. Midwest Packaging took out a line of credit from Green Bay to purchase products from Green Bay and under this line of credit, Green Bay has extended \$679,255.85 to Midwest Packaging to purchase \$679,255.85 of products from Green Bay.

24. Midwest Packaging is obligated to pay Green Bay \$679,255.85 for products provided to Midwest Packaging by Green Bay that remain unpaid for.

25. As a result of Midwest Packaging's actions, Green Bay has suffered and will continue to suffer substantial loss, damages and irreparable harm. Midwest Packaging has refused to pay the amounts rightfully due to Green Bay.

COUNT II – BREACH OF CONTRACT BY FRED AND JEFF OSCARSON

26. Green Bay realleges every allegation of Paragraphs 1 through 25 of this Complaint.

27. The Guarantee is a valid contract with definite and certain terms.

28. Green Bay has performed all of its obligations under the Guarantee.

29. Under the Guarantee, defendants are obligated to pay \$679,255.85 in the event that Midwest Packaging fails to pay Green Bay this amount.

30. As a result of Fred and Jeff Oscarson's actions, Green Bay has suffered and will continue to suffer substantial loss, damages and irreparable harm. Fred and Jeff Oscarson have refused to pay the amounts rightfully due to Green Bay.

PRAYER FOR JUDGMENT

WHEREFORE, Green Bay prays that judgment be entered as follows:

1. Adjudging Midwest Packaging to have breached its obligations to pay amounts due to Green Bay.
2. Adjudging Fred and Jeff Oscarson to have breached the Guarantee.
3. Ordering an accounting by Midwest Packaging of the sums due but unpaid from defendants to Green Bay;
4. Ordering an accounting by Fred and Jeff Oscarson of the sums due but unpaid from defendants to Green Bay pursuant to the Guarantee
5. Awarding Green Bay compensatory damages, not less than \$679,255.85, for losses caused by Defendants' breaches of each of their obligations to pay amounts due to Green Bay and of the Guarantee, and for an accounting and payment for all benefits received or derived by Defendants by virtue of their breaches and all damages sustained by Green Bay by reason of Defendants' acts, including prejudgment and post-judgment interest;
6. Awarding Green Bay its costs and attorneys fees incurred in bringing this suit;
and
7. Awarding Green Bay any such other and further relief as the Court deems just and proper.

Dated: September 9, 2005

Respectfully submitted,


One of its attorneys

Scott N. Schreiber
David B. Goodman
Soo Choi
MUCH SHELIST FREED DENENBERG
AMENT & RUBENSTEIN, P.C., *of counsel*
191 N. Wacker Drive, Suite 1800
Chicago, Illinois 60606
(312) 521-2000 (telephone)
(312) 521-2100 (facsimile)
Attorneys for Plaintiff, Green Bay Packaging, Inc.

EXHIBIT A

UNLIMITED CONTINUING GUARANTEE

FOR VALUE RECEIVED, and to induce Green Bay Packaging, Inc. of Green Bay, Wisconsin (hereinafter "GBP") to extend credit to Midwest Packaging LLC, PO Box 681, Hoffman Estates, IL 60195 (hereinafter "Debtor"), Fred Oscarson and Jeff Oscarson (hereinafter "Guarantor") hereby guarantees payment of and promises to pay when due, or at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, all debts, obligations and liabilities of Debtor to GBP, including interest, late charges and all payments from Debtor to GBP which are returned by GBP to a trustee, receiver, creditor or other party pursuant to state or federal law. Guarantor further guarantees payment of and promises to pay all costs, expenses and fees that are incurred at any time by GBP in endeavoring to collect any sums from Debtor or Guarantor. This Guarantee is valid and enforceable against Guarantor even if Debtor's obligations to GBP should become invalid and unenforceable.

WAIVER. Guarantor expressly waives notice of default by Debtor as well as proceedings to collect from Debtor for any such default and further waives any requirements of diligence of collection, presentment, demand, notice or protest.

REPRESENTATIONS. Guarantor acknowledges and agrees that GBP has not made any representations or warranties with respect to Debtor's obligations to GBP, or with respect to the financial condition of Debtor. Guarantor has independently determined the collectability and enforceability of Debtor's obligations to GBP and the financial condition of Debtor.

REVOCATION. This is a continuing Guarantee and shall remain in full force and effect until GBP receives written notice of revocation from Guarantor. Upon such revocation by written notice, this Guarantee shall continue in full force and effect as to all obligations contracted for or incurred before revocation, and as to them GBP shall have the rights provided by this Guarantee as if no revocation had occurred. Any renewal or extension of an existing contract between Debtor and GBP, whether made before or after revocation, and any materials provided by GBP to Debtor pursuant to commitments made before revocation shall constitute obligations contracted for or incurred before revocation.

SUBROGATION. Guarantor waives any claim, right or remedy which Guarantor may now have or hereafter acquire against Debtor or any person primarily or contingently liable for the guaranteed obligations or that arise from the existence or performance of Guarantor's obligations hereunder, including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification or participation in any claim, right or remedy of GBP against Debtor or any collateral security GBP now has or hereafter acquires regardless of how such claim, remedy or right arises.


PERSONS BOUND. This Guarantee benefits GBP, its successors and assigns, and binds Guarantor, its successors and assigns.

Dated this 25 day of January, 2000.

X



Fred Oscarson, Personally


Jeff Oscarson, Personally

Sworn before this 25 day of Jan, 2000 at

KANE, ILLINOIS

(County/State)

Chris Zwingelberg — 6/25/02
Notary Public

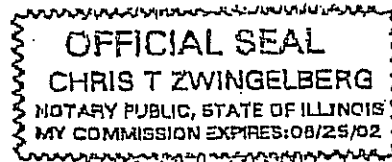


EXHIBIT B

W.B.A. 127 (8/13/97)

©Windsorish Bankers Association 1997

Name Jeffrey + OSCARSON.

Address PO Box 68, St. Charles IL 60174

To Golden Bee Packaging

- ("Lender")

For the purpose of obtaining credit from Lender and any future credit granted by Lender, or to support the extension of credit already given, I make the following statement to Lender of my financial condition on 7/1/2003. This statement is Lender's property.

For Wisconsin residents only: I am ☐ married ☐ unmarried ☐ legally separated

Name of spouse _____ Address _____

NOTICE TO MARRIED APPLICANTS: No provision of any marital property agreement, unilateral statement under § 766.59, Wis. Stats., or court decree under § 766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted or an open-end credit plan is entered into, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision.

If married applicants are applying for joint credit, include all assets and all liabilities of both spouses. Both spouses must sign this statement. If a married applicant is applying for separate credit or for joint credit with someone other than his or her spouse, include all marital property and all individual property of the applicant spouse but do not include individual property of the other spouse.

Marital property means assets acquired with my or my spouse's income on or after 1-1-85; and

Individual property means property owned (whether in joint or sole name) by me prior to marriage, prior to establishing residence in Wisconsin, or prior to 1-1-66, however acquired, and property acquired by me by gift or inheritance at any time.

COMPLETE ALL BLANKS, WRITING "NO" OR "NONE" WHERE NECESSARY

***For Married Wisconsin residents, name each spouse and include the income of each spouse.**

*Income from Alimony, Child Support or Separate Maintenance Income need not be reported if you do not wish the Lender to consider this income in determining your creditworthiness.

Home Telephone 847-464-5815.

Social Security No. 344-44-9730

Employer's of Applicant(s) Modular Packaging LLC

Are any assets pledged or restricted other than indicated on the following schedules? If so, describe. NO

Are you a defendant in any legal actions or suits? If so, describe. no

Are you a partner or officer in any other venture? If so, describe. hC

Do you have a will? ☒ Yes ☐ No If so, name of Personal Representative. Raymond Pullen

Have you ever been declared Bankrupt? If so, describe. no

COMPLETE SCHEDULES AND SIGN ON REVERSE

Schedule A — Cash, Checking Accounts, Savings Accounts, & Certificates of Deposit

Type	Name of Financial Institution	Amount	In Name Of:	PLEGDED YES NO
Checking	Fifth Third Bank	10,000	Jeff & Laura Eschmann	
Savings	"	32,000	"	
Savings	Edward Jones	20,000	"	

Schedule B — U.S. Government, Listed & Unlisted Securities (List on separate sheet if necessary)

No. of Shares or Face Value (Of Bonds)	Description*	Owner	Market Value	PLEGGE YES NO
Mutual Funds	FT Edward Jones	Jeff & Laura	200,000	

*Indicates If Securities are Restricted By Contract or SEC Regulations.

Schedule C — Life Insurance Carried, Include Group

Face Amount	Name of Company	Owner	Beneficiary	CASH SURRENDER Value Loans
100,000	STATE FARM	Jeff	Laura	

Schedule D — Real Estate Owned

Address & Type of Property	Date Acquired	Owner	Cost	Mkt. Value	MORTGAGE Amount Maturity	Insurance \$
70172 Fox Aero Dr. St. Charles IL 60175			80K	250,000	OME 40 yr	

Schedule E — Names of Banks or Other Lenders Where Credit Has Been Obtained

Name & Address of Lender	Borrower	Date Made	Dus	High Credit	Current Balance	Sec. or Unsec.
Fifth Third Bank St. Charles, IL	Jeff & Laura	2002	36,000 - 100,000		Home Equity Loan	
					Line of Credit	

Schedule F — Notes and Loan Receivable

Unpaid Amount	Name of Maker	Date Made	Security Pledged

I certify that this financial statement is true and complete. I authorize Lender or its agents to verify the information obtained in this statement and to obtain additional information concerning my financial condition although Lender may rely on this financial statement without any further verification. I authorize Lender to furnish such information and any other credit experiences with me to others and to answer any questions about my credit experience and other financial relationships with Lender. I agree to notify Lender, in writing, of any change that materially affects the accuracy of this statement. Lender may share information bearing on my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living with its affiliates unless I direct Lender at the address above that such information if unrelated to my transactions or experiences with Lender may not be shared by Lender with its affiliates.

It may be a federal crime punishable by a fine of not more than \$5,000 or imprisonment for not more than two years or both to knowingly make false statements concerning any of the above information, under provisions of Title 18, United States Code, Section 1014.

7-9-03
Date Signed

X

Applicant Signature

X

Applicant Signature

For married Wisconsin resident, I understand Lender may be required by law to give notice of any credit transaction to my spouse. The credit applied for, if granted, will be incurred in the interest of my marriage or family.

X

W.B.A. 127 (06/97)

Wisconsin Bankers Association 1997

INDIVIDUAL FINANCIAL STATEMENT

IMPORTANT: Date and sign statement

Name FRED OSCARSON

Address 1762 PEBBLE BEACH DR. HOFFMAN EST, IL 60104

To _____ ("Lender")

For the purpose of obtaining credit from Lender and any future credit granted by Lender, or to support the extension of credit already given, I make the following statement to Lender of my financial condition on _____. This statement is Lender's property.

For Wisconsin residents only: I am ☐ married ☐ unmarried ☐ legally separated

Name of spouse _____ Address _____

NOTICE TO MARRIED APPLICANTS: No provision of any marital property agreement, unilateral statement under § 766.59, Wis. Stats., or court decree under § 766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted or an open-end credit plan is entered into, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision.

INSTRUCTIONS FOR INFORMATION TO BE SUPPLIED BELOW:

If married applicants are applying for joint credit, include all assets and all liabilities of both spouses. Both spouses must sign this statement. If a married applicant is applying for separate credit or for joint credit with someone other than his or her spouse, include all marital property and all individual property of the applicant spouse but do not include individual property or the other spouse.

For purposes of this statement:

Marital property means assets acquired with my or my spouse's income on or after 1-1-88; and

Individual property means property owned (whether in joint or sole name) by me prior to marriage, prior to establishing residence in Wisconsin, or prior to 1-1-86, however acquired, and property acquired by me by gift or inheritance at any time.

COMPLETE ALL BLANKS, WRITING "NO" OR "NONE" WHERE NECESSARY

ASSETS		LIABILITIES OF APPLICANT AND SPOUSE	
Cash on Hand and in Financial Institutions (Schedule A)	\$40,000	Notes Payable — Lenders/Secured (Schedule E)	\$
Gov't and Listed Securities (Schedule B)		Notes Payable — Lenders/Unsecured (Schedule E)	
Unlisted Securities (Schedule B)		Notes Payable Others (Schedule E)	
Notes and Loans Receivable (Schedule F)		Life Insurance Loans (Schedule C)	
Homestead and Real Estate Owned (Schedule D)	\$260,000	Due to Brokers	
Automobiles	\$50,000	Accounts Payable	
Other Personal Property	\$300,000	Unpaid Income Taxes	
Cash Value Life Insurance (Schedule C)	\$16,000	Real Estate Mortgage Payable (Schedule D)	\$1,300.00 P/m
Securities Held by Brokers in Margin Accts.		Real Estate Taxes	\$5,000 P/yr
Equity in Partnership		Credit Cards	\$30,000
Equity in Proprietorship		Other Debts (Itemize Below)	
Vested Pension Benefits or Profit Sharing		MORTGAGE BALANCE	\$60,000
Other Assets: (Itemize Below)		CAR. CADDLIC	\$8,100
EDWARDS JONES STOCK ANNUITY	\$210,000		
NATIONWIDE. STOCK ANNUITY.	\$52,000		
DISNEY VAC CLUB.	\$45,000		
BELL BRAND RANCH ARIZONA.PRO.	\$15,000		
DEMING NEW MEXICO PRO	\$10,000		
PORT LA BELLE FLORIDA.	\$30,000		
TOTAL ASSETS	\$ 988,000	Total Liabilities	\$104,100
		Assets less Liabilities = Net Worth	\$884,100
		TOTAL LIABILITIES and NET WORTH	\$988,100
SOURCES OF INCOME FOR YEAR ENDED		CONTINGENT LIABILITIES OF APPLICANT AND SPOUSE	
Salaries & Bonuses*	\$165,000	As Endorser, Co-Maker, or Guarantor	\$
	\$	On Lease or Contracts	\$
Commissions	\$	Legal Claims	\$
Dividends & Interest	\$ 45,000	Other (describe)	\$
Real Estate	\$		
Other**			

* For Married Wisconsin residents, name each spouse and include the income of each spouse.

** Income from Alimony, Child Support or Separate Maintenance Income need not be revealed if you do not wish the Lender to consider this income on determining your creditworthiness.

PERSONAL INFORMATION

Home Telephone 847-884-1616

Social Security No. 354-12-5478

Employer(s) of Applicant(s) MIDWEST PKG. LLC

Are any assets pledged or restricted other than indicated on the following schedules? If so, describe. —

Are you a defendant in any legal actions or suits? If so, describe. —

Are you a partner or officer in any other venture? If so, describe. —

Do you have a will? ☒ Yes ☐ No If so, name of Personal Representative, MARTY OSCARSON SON, RAY POLACH LAWYER.

Have you ever been declared Bankrupt? If so, describe. —

COMPLETE SCHEDULES AND SIGN ON REVERSE

Type	Name of Financial Institution	Amount	In Name Of:	PLEGGED YES NO
	CHARTER NATIONAL BANK	\$36,000	FRED & JANET OSCARSON	
	HERITAGE BANK	\$4,000	FRED & JANET OSCARSON	

Schedule B — U.S. Government, Listed & Unlisted Securities (List on separate sheet if necessary)

No. of Shares or Face Value (Of Bonds)	Description*	Owner	Market Value	PLEGGED YES NO
	EDWARDS JONES STOCK & ANNUITY		\$210,000	
	NATIONWIDE STOCK		\$52,000	
	DISNEY VAC CLUB		\$45,000	

*Indicates if Securities are Restricted By Contract or SEC Regulations.

Schedule C — Life Insurance Carried, Include Group

Face Amount	Name of Company	Owner	Beneficiary	CASH SURRENDER Value Loans
\$10,000	PRUDENTIAL	FRED	JANET OSCARSON	4,000
\$10,000	LIFE INVESTORS	FRED	JANET OSCARSON	4,000
\$10,000	NAT BENEFIT LIFE INS	FRED	JANET OSCARSON	3,000
\$10,000	NEW ENGLAND LIFE	FRED	JANET OSCARSON	5,000

Schedule D — Real Estate Owned

Address & Type of Property	Date Acquired	Owner	Cost	Mkt. Value	MORTGAGE Amount Maturity	Insurance \$
CLUB HOME, GOLF COURSE HOFFMAN EST. II	1988	FRED & JANET	\$160,000	\$260,000	\$61,000	\$260,000
			MORTGAGE PER MONTH \$1,300.00			

Schedule E — Names of Banks or Other Lenders Where Credit Has Been Obtained

Name & Address of Lender	Borrower	Date Made	Due	High Credit	Current Balance	Sec. or Unsec.
HOMESIDE LENDING, INC P O BOX 47524 SAN ANTONIO TX	HOMESIDE LENDING, INC				\$61,000	
HARRIS BANK BARRINGTON	201 S. GROVE AVE. CAR.				\$8,100	

Schedule F — Notes and Loan Receivable

Unpaid Amount	Name of Maker	Date Made	Security Pledged

I certify that this financial statement is true and complete. I authorize Lender or its agents to verify the information obtained in this statement and to obtain additional information concerning my financial condition although Lender may rely on this financial statement without any further verification. I authorize Lender to furnish such information and any other credit experiences with me to others and to answer any questions about my credit experience and other financial relationships with Lender. I agree to notify Lender, in writing, of any change that materially affects the accuracy of this statement. Lender may share information bearing on my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living with its affiliates unless I direct Lender at the address above that such information if unrelated to my transactions or experiences with Lender may not be shared by Lender with its affiliates.

It may be a federal crime punishable by a fine of not more than \$5,000 or imprisonment for not more than two years or both to knowingly make false statements concerning any of the above information, under provisions of Title 18, United States Code, Section 1014.

7.10.2008
(Date Signed)

X 
Applicant Signature

X
Applicant Signature

For married Wisconsin resident, I understand Lender may be required by law to give notice of any credit transaction to my spouse. The credit applied for, if granted, will be incurred in the interest of my marriage or family.

Wisconsin Bankers Association 1957

COMPLETE SCHEDULES AND SIGN ON REVERSE

Type	Name of Financial Institution	Amount	In Name Of:	PLEGGED YES NO
	Old Kent Bank	\$50,000	Jeff Osburn - Laura Osburn	

Schedule B — U.S. Government, Listed & Unlisted Securities (List on separate sheet if necessary)

No. of Shares or Face Value (Of Bonds)	Description*	Owner	Market Value	PLEGGED YES NO
	Edward Jones Stocks & Announcements	Jeff & Laura	150,000	
	Disney Vac Club	Jeff & Laura	40,000	

*Indicates if Securities are Restricted By Contract or SEC Regulations.

Schedule C — Life Insurance Carried, Include Group

Face Amount	Name of Company	Owner	Beneficiary	CASH SURRENDER Value Loans
\$100,000	State Farm	Jeff Osburn	Laura Osburn	

Schedule D — Real Estate Owned

Address & Type of Property	Date Acquired	Owner	Cost	Mkt. Value	MORTGAGE Amount Maturity	Insurance \$
7017 For Bend Dr. St. Charles		Jeff & Laura		250,000	1100/mo. 8-15	State Farm

Schedule E — Names of Banks or Other Lenders Where Credit Has Been Obtained

Name & Address of Lender	Borrower	Date Made	Due	High Credit	Current Balance	Sec. or Unsec.
Old Kent Bank St. Charles Il. 60175	Jeff & Laura	2-1-00		100,000	Line of credit	
Homestead Lending P.O. Box 71524 San Antonio, TX 78265	Jeff & Laura	86			62,000	

Schedule F — Notes and Loan Receivable

Unpaid Amount	Name of Maker	Date Made	Security Pledged

I certify that this financial statement is true and complete. I authorize Lender or its agents to verify the information obtained in this statement and to obtain additional information concerning my financial condition although Lender may rely on this financial statement without any further verification. I authorize Lender to furnish such information and any other credit experiences with me to others and to answer any questions about my credit experience and other financial relationships with Lender. I agree to notify Lender, in writing, of any change that materially affects the accuracy of this statement. Lender may share information bearing on my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living with its affiliates unless I direct Lender at the address above that such information if unrelated to my transactions or experiences with Lender may not be shared by Lender with its affiliates.

It may be a federal crime punishable by a fine of not more than \$5,000 or imprisonment for not more than two years or both to knowingly make false statements concerning any of the above information, under provisions of Title 18, United States Code, Section 1014.

4-10-00
 (Date Signed)

X

[Signature]

Applicant Signature

X

Applicant Signature

For married Wisconsin resident I understand Lender may be required by law to give notice of any credit transaction to my spouse. The credit applied for, if granted, will be incurred in the interest of my marriage or family.

EXHIBIT C

Green Bay Packaging, Inc.

P.O. Box 19017, Green Bay, WI 54307-9017

Statement of Account for: Midwest Packaging**As of:** 6/7/05

Invoice Date	Invoice Number	Amount Due	Invoices aged				Days Aged
			1-30	31-60	61-90	Over 90	
01/27/05	25540 32	3,005.83	-	-	-	3,005.83	131
01/27/05	25541 32	1,703.83	-	-	-	1,703.83	131
01/28/05	25605 32	1,087.00	-	-	-	1,087.00	130
01/28/05	25606 32	1,180.00	-	-	-	1,180.00	130
01/28/05	25607 32	1,262.00	-	-	-	1,262.00	130
01/28/05	25608 32	1,282.00	-	-	-	1,282.00	130
01/28/05	25609 32	1,465.00	-	-	-	1,465.00	130
01/28/05	25610 32	1,579.00	-	-	-	1,579.00	130
01/28/05	25611 32	1,875.00	-	-	-	1,875.00	130
01/28/05	25612 32	865.44	-	-	-	865.44	130
01/28/05	25613 32	2,609.00	-	-	-	2,609.00	130
01/28/05	25614 32	2,170.90	-	-	-	2,170.90	130
01/28/05	25615 32	1,883.00	-	-	-	1,883.00	130
01/31/05	25665 32	993.58	-	-	-	993.58	127
01/31/05	25666 32	297.60	-	-	-	297.60	127
01/31/05	25667 32	1,355.60	-	-	-	1,355.60	127
02/01/05	25729 32	586.99	-	-	-	586.99	126
02/01/05	25730 32	72.56	-	-	-	72.56	126
02/01/05	25731 32	9,135.00	-	-	-	9,135.00	126
02/01/05	25732 32	7,663.83	-	-	-	7,663.83	126
02/01/05	25733 32	10,067.72	-	-	-	10,067.72	126
02/01/05	25734 32	167.19	-	-	-	167.19	126
02/02/05	25772 32	10,247.04	-	-	-	10,247.04	125
02/03/05	25814 32	5,918.73	-	-	-	5,918.73	124
02/03/05	25815 32	3,793.24	-	-	-	3,793.24	124
02/03/05	25816 32	983.60	-	-	-	983.60	124
02/04/05	25863 32	551.07	-	-	-	551.07	123
02/07/05	25900 32	394.25	-	-	-	394.25	120
02/07/05	25901 32	595.00	-	-	-	595.00	120
02/07/05	25902 32	414.39	-	-	-	414.39	120
02/07/05	25903 32	1,374.50	-	-	-	1,374.50	120
02/07/05	25904 32	569.80	-	-	-	569.80	120
02/07/05	25905 32	16.34	-	-	-	16.34	120
02/09/05	25998 32	10,247.04	-	-	-	10,247.04	118
02/09/05	25999 32	4,461.31	-	-	-	4,461.31	118
02/09/05	26000 32	1,124.26	-	-	-	1,124.26	118
02/09/05	26001 32	706.50	-	-	-	706.50	118
02/11/05	26101 32	247.64	-	-	-	247.64	116
02/11/05	26102 32	6,955.18	-	-	-	6,955.18	116
02/11/05	26103 32	786.12	-	-	-	786.12	116
02/11/05	26104 32	368.82	-	-	-	368.82	116

GBP Confidential

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Invoice	Invoice						Days
Date	Number	Amount Due	1-30	31-60	61-90	Over 90	Aged
02/11/05	26105 32	186.94	-	-	-	186.94	116
02/11/05	26106 32	687.00	-	-	-	687.00	116
02/14/05	26146 32	229.21	-	-	-	229.21	113
02/14/05	26147 32	100.69	-	-	-	100.69	113
02/14/05	26148 32	814.06	-	-	-	814.06	113
02/14/05	26149 32	3,124.50	-	-	-	3,124.50	113
02/15/05	26186 32	2,202.70	-	-	-	2,202.70	112
02/15/05	26187 32	928.50	-	-	-	928.50	112
02/15/05	26188 32	2,056.50	-	-	-	2,056.50	112
02/16/05	26243 32	10,210.04	-	-	-	10,210.04	111
02/16/05	26244 32	1,270.68	-	-	-	1,270.68	111
02/17/05	26315 32	8,047.50	-	-	-	8,047.50	110
02/17/05	26311 32	1,038.00	-	-	-	1,038.00	110
02/17/05	26312 32	915.00	-	-	-	915.00	110
02/17/05	26313 32	1,043.00	-	-	-	1,043.00	110
02/17/05	26314 32	580.00	-	-	-	580.00	110
02/17/05	26317 32	679.58	-	-	-	679.58	110
02/17/05	26316 32	754.73	-	-	-	754.73	110
02/18/05	26364 32	3,542.31	-	-	-	3,542.31	109
02/18/05	26365 32	7,731.62	-	-	-	7,731.62	109
02/18/05	26366 32	10,946.66	-	-	-	10,946.66	109
02/18/05	26367 32	1,116.15	-	-	-	1,116.15	109
02/18/05	26368 32	2,048.08	-	-	-	2,048.08	109
02/21/05	26408 32	167.94	-	-	-	167.94	106
02/21/05	26409 32	218.85	-	-	-	218.85	106
02/21/05	26410 32	591.98	-	-	-	591.98	106
02/21/05	26411 32	312.00	-	-	-	312.00	106
02/21/05	26412 32	312.00	-	-	-	312.00	106
02/21/05	26413 32	472.79	-	-	-	472.79	106
02/21/05	26414 32	8,268.00	-	-	-	8,268.00	106
02/21/05	26415 32	251.00	-	-	-	251.00	106
02/22/05	26457 32	1,495.10	-	-	-	1,495.10	105
02/22/05	26458 32	592.55	-	-	-	592.55	105
02/23/05	26517 32	1,495.96	-	-	-	1,495.96	104
02/24/05	26564 32	2,280.34	-	-	-	2,280.34	103
02/24/05	26565 32	79.30	-	-	-	79.30	103
02/25/05	26633 32	532.47	-	-	-	532.47	102
02/25/05	26634 32	85.80	-	-	-	85.80	102
02/25/05	26635 32	10,410.86	-	-	-	10,410.86	102
02/25/05	26636 32	1,567.50	-	-	-	1,567.50	102
02/25/05	26637 32	2,428.46	-	-	-	2,428.46	102
02/28/05	26692 32	774.97	-	-	-	774.97	99
02/28/05	26693 32	8,843.55	-	-	-	8,843.55	99
02/28/05	26694 32	1,374.50	-	-	-	1,374.50	99
02/28/05	26695 32	899.38	-	-	-	899.38	99
03/01/05	26746 32	1,193.60	-	-	-	1,193.60	98

Invoice		Invoice		Invol. 3 aged		Days	
Date	Number	Amount Due	1-30	31-60	61-90	Over 90	Aged
03/02/05	26785 32	10,890.80	-	-	-	10,890.80	97
03/02/05	26786 32	396.44	-	-	-	396.44	97
03/02/05	26787 32	6,162.40	-	-	-	6,162.40	97
03/03/05	26861 32	1,337.75	-	-	-	1,337.75	96
03/04/05	26886 32	189.64	-	-	-	189.64	95
03/07/05	26939 32	2,807.62	-	-	-	2,807.62	92
03/07/05	26940 32	6,205.64	-	-	-	6,205.64	92
03/07/05	26941 32	2,681.78	-	-	-	2,681.78	92
03/07/05	26942 32	374.50	-	-	-	374.50	92
03/08/05	27000 32	292.74	-	-	-	292.74	91
03/08/05	27001 32	229.30	-	-	-	229.30	91
03/08/05	27002 32	294.25	-	-	-	294.25	91
03/08/05	27003 32	250.75	-	-	-	250.75	91
03/08/05	27004 32	263.24	-	-	-	263.24	91
03/08/05	27005 32	282.73	-	-	-	282.73	91
03/08/05	27006 32	597.83	-	-	-	597.83	91
03/08/05	27007 32	3,615.33	-	-	-	3,615.33	91
03/08/05	27008 32	11,181.50	-	-	-	11,181.50	91
03/08/05	27009 32	529.00	-	-	-	529.00	91
03/08/05	27010 32	8,265.00	-	-	-	8,265.00	91
03/08/05	27011 32	691.20	-	-	-	691.20	91
03/08/05	27012 32	172.80	-	-	-	172.80	91
03/08/05	27013 32	450.00	-	-	-	450.00	91
03/09/05	27085 32	176.80	-	-	176.80	-	90
03/10/05	27139 32	1,075.32	-	-	1,075.32	-	89
03/10/05	27140 32	2,391.20	-	-	2,391.20	-	89
03/10/05	27141 32	3,106.62	-	-	3,106.62	-	89
03/11/05	27178 32	482.44	-	-	482.44	-	88
03/11/05	27179 32	2,943.50	-	-	2,943.50	-	88
03/11/05	27180 32	2,943.50	-	-	2,943.50	-	88
03/11/05	27181 32	500.58	-	-	500.58	-	88
03/11/05	27182 32	1,281.39	-	-	1,281.39	-	88
03/11/05	27183 32	499.66	-	-	499.66	-	88
03/14/05	27231 32	10,940.58	-	-	10,940.58	-	85
03/14/05	27232 32	1,039.66	-	-	1,039.66	-	85
03/14/05	27233 32	177.76	-	-	177.76	-	85
03/14/05	27234 32	1,208.66	-	-	1,208.66	-	85
03/15/05	27283 32	74.17	-	-	74.17	-	84
03/15/05	27284 32	124.99	-	-	124.99	-	84
03/15/05	27285 32	198.30	-	-	198.30	-	84
03/15/05	27286 32	6,932.60	-	-	6,932.60	-	84
03/16/05	27333 32	363.28	-	-	363.28	-	83
03/17/05	27388 32	749.82	-	-	749.82	-	82
03/17/05	27389 32	1,146.42	-	-	1,146.42	-	82

Case 1:05-cv-03445 Document 48-3 Filed 07/10/2008 Page 29 of 64								Days
Invoice	Case	Invoice	Amount Due	1-30	31-60	61-90	Over 90	Aged
Date	Number							
03/17/05	27390	32	1,411.00	-	-	1,411.00	-	82
03/17/05	27391	32	1,221.00	-	-	1,221.00	-	82
03/17/05	27392	32	1,177.00	-	-	1,177.00	-	82
03/18/05	27435	32	10,959.20	-	-	10,959.20	-	81
03/18/05	27436	32	1,105.84	-	-	1,105.84	-	81
03/18/05	27437	32	2,268.36	-	-	2,268.36	-	81
03/18/05	27438	32	2,227.69	-	-	2,227.69	-	81
03/18/05	27439	32	496.62	-	-	496.62	-	81
03/21/05	27481	32	166.08	-	-	166.08	-	78
03/21/05	27482	32	365.90	-	-	365.90	-	78
03/21/05	27483	32	565.64	-	-	565.64	-	78
03/21/05	27484	32	1,016.35	-	-	1,016.35	-	78
03/21/05	27485	32	1,290.82	-	-	1,290.82	-	78
03/22/05	27532	32	1,706.47	-	-	1,706.47	-	77
03/23/05	27569	32	219.56	-	-	219.56	-	76
03/23/05	27570	32	945.79	-	-	945.79	-	76
03/24/05	27630	32	10,997.96	-	-	10,997.96	-	75
03/28/05	27679	32	1,390.03	-	-	1,390.03	-	71
03/28/05	27680	32	665.46	-	-	665.46	-	71
03/29/05	27722	32	596.01	-	-	596.01	-	70
03/29/05	27723	32	80.05	-	-	80.05	-	70
03/29/05	27724	32	401.33	-	-	401.33	-	70
03/29/05	27725	32	67.00	-	-	67.00	-	70
03/29/05	27726	32	10,925.76	-	-	10,925.76	-	70
03/30/05	27772	32	2,355.70	-	-	2,355.70	-	69
03/30/05	27773	32	264.50	-	-	264.50	-	69
03/31/05	27824	32	155.49	-	-	155.49	-	68
03/31/05	27825	32	1,061.07	-	-	1,061.07	-	68
03/31/05	27826	32	401.12	-	-	401.12	-	68
04/01/05	27869	32	732.24	-	-	732.24	-	67
04/04/05	27920	32	(2,943.50)	-	-	(2,943.50)	-	64
04/04/05	27921	32	7,855.63	-	-	7,855.63	-	64
04/04/05	27922	32	3,116.29	-	-	3,116.29	-	64
04/04/05	27923	32	2,057.35	-	-	2,057.35	-	64
04/05/05	27957	32	10,944.00	-	-	10,944.00	-	63
04/05/05	27958	32	114.00	-	-	114.00	-	63
04/05/05	27959	32	331.04	-	-	331.04	-	63
04/06/05	27996	32	7,767.42	-	-	7,767.42	-	62
04/07/05	28033	32	3,665.89	-	-	3,665.89	-	61
04/07/05	28034	32	1,174.73	-	-	1,174.73	-	61
04/07/05	28035	32	2,360.11	-	-	2,360.11	-	61
04/08/05	28079	32	433.17	-	433.17	-	-	60
04/08/05	28080	32	2,006.28	-	2,006.28	-	-	60
04/11/05	28120	32	704.40	-	704.40	-	-	57

Case 1:05-cv-03445 Document 48-3 Filed 07/17/2008 Page 30 of 64								Days
Invoice	Invoice	Amount Due	1-30	31-60	61-90	Over 90	Aged	
Date	Number							
04/11/05	28117	32 568.71	-	568.71	-	-	-	57
04/11/05	28118	32 1,661.91	-	1,661.91	-	-	-	57
04/11/05	28119	32 1,009.32	-	1,009.32	-	-	-	57
04/14/05	UP	32 68.48	-	68.48	-	-	-	54
04/14/05	28257	32 10,970.60	-	10,970.60	-	-	-	54
04/14/05	28258	32 1,459.35	-	1,459.35	-	-	-	54
04/15/05	28307	32 205.72	-	205.72	-	-	-	53
04/15/05	28308	32 1,313.76	-	1,313.76	-	-	-	53
04/15/05	28309	32 7,470.00	-	7,470.00	-	-	-	53
04/15/05	28310	32 1,502.66	-	1,502.66	-	-	-	53
04/18/05	28355	32 10,866.10	-	10,866.10	-	-	-	50
04/18/05	28356	32 2,744.36	-	2,744.36	-	-	-	50
04/18/05	28357	32 479.25	-	479.25	-	-	-	50
04/18/05	28358	32 379.00	-	379.00	-	-	-	50
04/19/05	28397	32 1,079.23	-	1,079.23	-	-	-	49
04/20/05	28442	32 2,859.50	-	2,859.50	-	-	-	48
04/21/05	28488	32 403.66	-	403.66	-	-	-	47
04/22/05	28543	32 434.32	-	434.32	-	-	-	46
04/22/05	28540	32 79.15	-	79.15	-	-	-	46
04/22/05	28541	32 309.55	-	309.55	-	-	-	46
04/22/05	28542	32 10,807.20	-	10,807.20	-	-	-	46
04/23/05	OPMT	32 (180.00)	-	(180.00)	-	-	-	45
04/25/05	28575	32 891.32	-	891.32	-	-	-	43
04/25/05	28576	32 630.18	-	630.18	-	-	-	43
04/25/05	28577	32 1,571.34	-	1,571.34	-	-	-	43
04/26/05	28630	32 420.83	-	420.83	-	-	-	42
04/26/05	28631	32 2,203.43	-	2,203.43	-	-	-	42
04/26/05	28632	32 556.08	-	556.08	-	-	-	42
04/26/05	28633	32 259.07	-	259.07	-	-	-	42
04/27/05	28673	32 2,888.60	-	2,888.60	-	-	-	41
04/27/05	28674	32 424.56	-	424.56	-	-	-	41
04/28/05	28715	32 472.59	-	472.59	-	-	-	40
04/29/05	28779	32 250.75	-	250.75	-	-	-	39
04/29/05	28780	32 112.17	-	112.17	-	-	-	39
05/02/05	28820	32 9,132.54	-	9,132.54	-	-	-	36
05/02/05	28821	32 1,963.73	-	1,963.73	-	-	-	36
05/02/05	28822	32 905.60	-	905.60	-	-	-	36
05/03/05	28860	32 7,562.46	-	7,562.46	-	-	-	35
05/03/05	28861	32 10,993.40	-	10,993.40	-	-	-	35
05/03/05	28862	32 6,547.16	-	6,547.16	-	-	-	35
05/03/05	28863	32 1,222.99	-	1,222.99	-	-	-	35
05/04/05	28900	32 362.30	-	362.30	-	-	-	34
05/06/05	28984	32 10,869.52	-	10,869.52	-	-	-	32
05/06/05	28985	32 1,816.06	-	1,816.06	-	-	-	32

Invoice		Invoice		Invoices aged			Days
Date	Number	Amount Due	1-30	31-60	61-90	Over 90	Aged
05/06/05	28986 32	7,143.95	-	7,143.95	-	-	32
05/06/05	28987 32	4,253.75	-	4,253.75	-	-	32
05/06/05	28988 32	2,237.20	-	2,237.20	-	-	32
05/09/05	29031 32	756.32	756.32	-	-	-	29
05/09/05	29032 32	108.48	108.48	-	-	-	29
05/09/05	29033 32	1,433.26	1,433.26	-	-	-	29
05/09/05	29034 32	1,885.31	1,885.31	-	-	-	29
05/10/05	29075 32	3,892.50	3,892.50	-	-	-	28
05/10/05	29076 32	3,175.22	3,175.22	-	-	-	28
05/11/05	29114 32	2,587.67	2,587.67	-	-	-	27
05/12/05	29161 32	11,030.26	11,030.26	-	-	-	26
05/12/05	29162 32	77.84	77.84	-	-	-	26
05/12/05	29163 32	296.72	296.72	-	-	-	26
05/12/05	29164 32	193.05	193.05	-	-	-	26
05/13/05	29209 32	145.51	145.51	-	-	-	25
05/13/05	29210 32	1,099.29	1,099.29	-	-	-	25
05/13/05	29211 32	712.40	712.40	-	-	-	25
05/13/05	29212 32	11,660.76	11,660.76	-	-	-	25
05/13/05	29213 32	1,765.12	1,765.12	-	-	-	25
05/13/05	29214 32	96.40	96.40	-	-	-	25
05/16/05	29257 32	6,395.20	6,395.20	-	-	-	22
05/16/05	29258 32	322.63	322.63	-	-	-	22
05/16/05	29259 32	494.65	494.65	-	-	-	22
05/17/05	29294 32	6,547.39	6,547.39	-	-	-	21
05/17/05	29295 32	958.80	958.80	-	-	-	21
05/19/05	29378 32	10,831.90	10,831.90	-	-	-	19
05/20/05	29421 32	1,463.65	1,463.65	-	-	-	18
05/20/05	29422 32	1,118.32	1,118.32	-	-	-	18
05/23/05	29252 32	396.00	396.00	-	-	-	15
05/23/05	29470 32	376.12	376.12	-	-	-	15
05/23/05	29471 32	7,489.63	7,489.63	-	-	-	15
05/23/05	29472 32	1,119.70	1,119.70	-	-	-	15
05/24/05	29526 32	72.96	72.96	-	-	-	14
05/24/05	29527 32	143.48	143.48	-	-	-	14
05/24/05	29528 32	10,285.58	10,285.58	-	-	-	14
05/25/05	29573 32	2,529.71	2,529.71	-	-	-	13
05/25/05	29574 32	4,024.22	4,024.22	-	-	-	13
05/26/05	29628 32	688.01	688.01	-	-	-	12
05/27/05	29681 32	10,944.00	10,944.00	-	-	-	11
05/27/05	29682 32	7,612.93	7,612.93	-	-	-	11
05/27/05	29683 32	3,142.50	3,142.50	-	-	-	11
05/27/05	29684 32	2,022.23	2,022.23	-	-	-	11
05/31/05	29726 32	902.53	902.53	-	-	-	7
05/31/05	29727 32	2,413.59	2,413.59	-	-	-	7

Invoice		Case 1:05-cv-03445		Document 48-3		Filed 07/17/2008		Page 32 of 64		Days	
Invoice		Invoice		Invo.		Aged		Aged		Aged	
Date	Number	Amount Due	1-30	31-60	61-90	Over 90					
06/01/05	29775 32	268.18	268.18	-	-	-	-	-	-	-	6
06/03/05	29871 32	338.67	338.67	-	-	-	-	-	-	-	4
06/03/05	29872 32	9,842.00	9,842.00	-	-	-	-	-	-	-	4
06/03/05	29873 32	1,303.02	1,303.02	-	-	-	-	-	-	-	4
06/06/05	29909 32	799.88	799.88	-	-	-	-	-	-	-	1
06/06/05	29910 32	185.64	185.64	-	-	-	-	-	-	-	1

TOTALS 668,441.23 135,949.23 135,327.26 132,037.25 265,127.49

Last Payments:

Rec'd 5/26/05 \$36,151
 Rec'd 5/18/05 \$30,053
 Rec'd 5/10/05 \$11,208

EXHIBIT D

Green Bay Packaging



Inc.

Robert J. Zingler
CORPORATE DIRECTOR
GLOBAL CREDIT SERVICES

• CORPORATE OFFICE

P.O. BOX 19017
GREEN BAY, WISCONSIN 54307-9017
(920) 433-5188
FAX (920) 433-0121

June 7, 2005

Jeffrey F. Oscarson
7 N 172 Fox Bend Drive
St. Charles, IL 60175

RE: Midwest Packaging
\$668,441.23

Dear Mr. Oscarson:

Please find enclosed a statement of account, your personal financial statement, and a personal guarantee we have on file. We have been advised by your son, namely Jeff Oscarson, that the company has ceased operations effective June 7, 2005. Please be advised that if Green Bay Packaging does not receive payment in full within forty-eight (48) hours of this notice, we will immediately file a lawsuit against your company and you personally. We have retained legal counsel in the Chicago area. I must remind you that should a suit be initiated, Green Bay Packaging will also seek damages for attorney fees, court costs, and interest penalties. I strongly urge you to contact my office upon receipt of this registered letter.

Encl.

Regards,
Green Bay Packaging Inc.


Robert J. Zingler

RJZ:slk

CC: Fred Oscarson
Midwest Packaging

Kevin Shields
Green Bay Packaging - Chicago Division

Green Bay Packaging



Inc.

Robert J. Zingler
CORPORATE DIRECTOR
GLOBAL CREDIT SERVICES

• CORPORATE OFFICE

P.O. BOX 15817
GREEN BAY, WISCONSIN 54307-3817
(920) 433-5186
FAX (920) 433-5321

June 7, 2005

Fred Oscarson
1762 Pebble Beach Drive
Hoffman Estates, IL 60104


RE: Midwest Packaging
\$668,441.23

Dear Mr. Oscarson:

Please find enclosed a statement of account, your personal financial statement, and a personal guarantee we have on file. We have been advised by your son, namely Jeff Oscarson, that the company has ceased operations effective June 7, 2005. Please be advised that if Green Bay Packaging does not receive payment in full within forty-eight (48) hours of this notice, we will immediately file a lawsuit against your company and you personally. We have retained legal counsel in the Chicago area. I must remind you that should a suit be initiated, Green Bay Packaging will also seek damages for attorney fees, court costs, and interest penalties. I strongly urge you to contact my office upon receipt of this registered letter.

Encl. --

Regards,
Green Bay Packaging Inc.


Robert J. Zingler

RJZ:slk

CC: Jeff Oscarson
Midwest Packaging

Kevin Shields
Green Bay Packaging - Chicago Division

EXHIBIT E

Invoice

ORIGINAL

Green Bay Packaging



Inc.

847-455-2553

DIVISION

"DEDICATED TO QUALITY"

REMIT TO

 BIN NO 53139
 MILWAUKEE WI 53288

 S
 O
 L
 D
 MIDWEST PACKAGING INC
 PO BOX 68
S
H
I
P
 AVON PRODUCTS
 6901 GOLF ROAD

 T
O
 ST CHARLES IL 60174

 T
O
 MORTON GROVE IL

CUSTOMER	GLS/N	DATE SHIPPED	SHIPPED VIA	INVT NUMBER	INVOICE DATE	INVOICE NO.
4328601	81				09/06/05	90605-32A
YOUR P.O.	OUR ORDER NUMBER	DESCRIPTION	QUANTITY SHIPPED	COMPL. PARTIAL	PRICE	AMOUNT
	80424	G0124512	2350	C	397.00 M-PCS	932.95
	82161	G0164523	2300	C	459.00 M-PCS	1055.70
	80624	G0124512	2178	C	397.00 M-PCS	864.67
	82364	G0164537	1006	C	366.00 M-PCS	368.00
	81194	G0244534	10184	C	308.00 M-PCS	3136.67
	90967	G0344534	5160	C	529.00 M-PCS	2729.64

1-10-NET 30

DISCOUNT	TOTAL AMOUNT
	9,087.83

We hereby certify that these goods were produced in compliance with applicable requirements of Sections 6, 7 and 12 of the Federal Labor Standards Act at time of sale and at regular intervals thereafter (LTL). Unemployment Labor Incentive Credit Section 14 (b)(1).

Invoice

ORIGINAL

Green Bay Packaging



Inc.

847-455-2553

DIVISION

"DEDICATED TO QUALITY"

REMIT TO

 BIN NO 53139
 MILWAUKEE, WI 53288

 MIDWEST PACKAGING INC
 PO BOX 68

ST CHARLES IL 60174

SHIP TO

 DBEL
 T/O PRO TRANS INTERN
 1600 W. LA QUINTA #4
 NOGALES AZ 85621

CUSTOMER	SLIP	DATE SHIPPED	SHIPPED VIA	YOUR P.O.	OUR ORDER NUMBER	DESCRIPTION	QUANTITY SHIPPED	COMPL. PARTIAL	PRICE	AMOUNT	INVOICE NO.
328636	81			152219	73969	HD3-920	1,000	C	528.00 M-PCS	528.00	09/06/05 90605-32B
1-10-NET 30										TOTAL AMOUNT	
DISCOUNT										528.00	

In hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Federal Label Standards Act as amended, and of regulations and
 of the U.S. Department of Labor issued under Section 14 of the Act.

CERTIFICATE OF SERVICE

I, David Goodman, an attorney, hereby certify that I served a copy of **Plaintiff's Amended Complaint** upon Defendants' counsel by placing a copy in an envelope, properly addressed, and causing said envelope to be delivered via first class mail, postage pre-paid to:

Mr. John K. Kallman
221 North LaSalle Street
Suite 1200
Chicago, Illinois 60601

on September 9, 2005.



David Goodman

EXHIBIT 2

REQUEST FOR ADMISSION 2. Admit that Exhibit A to the Complaint (a copy of which is attached hereto as Exhibit 2) is a true and correct copy of the Unlimited Continuing Guarantee executed by You.

Response:

REQUEST FOR ADMISSION 3. Admit that You executed the document attached hereto as Exhibit 2.

Response:

REQUEST FOR ADMISSION 4. Admit that You executed the document attached hereto as Exhibit 2 as a condition of purchasing goods from Green Bay Packing.

Response:

REQUEST FOR ADMISSION 5. Admit that You are obligated to pay Green Bay Packaging the money claimed by it in its Amended Complaint.

Response:

REQUEST FOR ADMISSION 6. Admit that You failed to reject upon delivery the goods identified in the invoices identified in Exhibit 1 hereto.

Response:

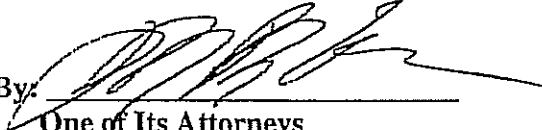
REQUEST FOR ADMISSION 7. Admit that You accepted that delivery of the goods identified in the invoices identified in Exhibit 1 hereto.

Response:

REQUEST FOR ADMISSION 8. Admit You accepted delivery of the goods identified in the invoices identified in Exhibit 1 hereto.

Response:

GREEN BAY PACKAGING, INC.

By: 
One of Its Attorneys

David B. Goodman

Soo Choi

MUCH SHELIST FREED DENENBERG

AMENT & RUBENSTEIN, P.C.

191 North Wacker Drive, Suite 1800

Chicago, IL 60606

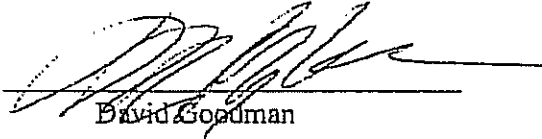
(312) 521-2000

CERTIFICATE OF SERVICE

I, David Goodman, an attorney, hereby certify that I served a copy of **Plaintiff's Requests For Admissions** upon Defendants' counsel by placing a copy in an envelope, properly addressed, and causing said envelope to be delivered by messenger delivery on or before 5:00 pm to:

Mr. John K. Kallman
221 North LaSalle Street
Suite 1200
Chicago, Illinois 60601

on September 26, 2005.



David Goodman

EXHIBIT 1

Green Bay Packaging, Inc.

P.O. Box 19017, Green Bay, WI 54307-9017

Statement of Account for: Midwest Packaging**As of: 6/7/05**

Invoice Date	Invoice Number	Amount Due	Invoices aged				Days Aged
			1-30	31-60	61-90	Over 90	
01/27/05	25540 32	3,005.83	-	-	-	3,005.83	131
01/27/05	25541 32	1,703.83	-	-	-	1,703.83	131
01/28/05	25605 32	1,087.00	-	-	-	1,087.00	130
01/28/05	25606 32	1,180.00	-	-	-	1,180.00	130
01/28/05	25607 32	1,262.00	-	-	-	1,262.00	130
01/28/05	25608 32	1,282.00	-	-	-	1,282.00	130
01/28/05	25609 32	1,465.00	-	-	-	1,465.00	130
01/28/05	25610 32	1,579.00	-	-	-	1,579.00	130
01/28/05	25611 32	1,875.00	-	-	-	1,875.00	130
01/28/05	25612 32	865.44	-	-	-	865.44	130
01/28/05	25613 32	2,609.00	-	-	-	2,609.00	130
01/28/05	25614 32	2,170.90	-	-	-	2,170.90	130
01/28/05	25615 32	1,883.00	-	-	-	1,883.00	130
01/31/05	25665 32	993.58	-	-	-	993.58	127
01/31/05	25666 32	297.60	-	-	-	297.60	127
01/31/05	25667 32	1,355.60	-	-	-	1,355.60	127
02/01/05	25729 32	586.99	-	-	-	586.99	126
02/01/05	25730 32	72.56	-	-	-	72.56	126
02/01/05	25731 32	9,135.00	-	-	-	9,135.00	126
02/01/05	25732 32	7,663.83	-	-	-	7,663.83	126
02/01/05	25733 32	10,067.72	-	-	-	10,067.72	126
02/01/05	25734 32	167.19	-	-	-	167.19	126
02/02/05	25772 32	10,247.04	-	-	-	10,247.04	125
02/03/05	25814 32	5,918.73	-	-	-	5,918.73	124
02/03/05	25815 32	3,793.24	-	-	-	3,793.24	124
02/03/05	25816 32	983.60	-	-	-	983.60	124
02/04/05	25863 32	551.07	-	-	-	551.07	123
02/07/05	25900 32	394.25	-	-	-	394.25	120
02/07/05	25901 32	595.00	-	-	-	595.00	120
02/07/05	25902 32	414.39	-	-	-	414.39	120
02/07/05	25903 32	1,374.50	-	-	-	1,374.50	120
02/07/05	25904 32	569.80	-	-	-	569.80	120
02/07/05	25905 32	16.34	-	-	-	16.34	120
02/09/05	25998 32	10,247.04	-	-	-	10,247.04	118
02/09/05	25999 32	4,461.31	-	-	-	4,461.31	118
02/09/05	26000 32	1,124.26	-	-	-	1,124.26	118
02/09/05	26001 32	706.50	-	-	-	706.50	118
02/11/05	26101 32	247.64	-	-	-	247.64	116
02/11/05	26102 32	6,955.18	-	-	-	6,955.18	116
02/11/05	26103 32	786.12	-	-	-	786.12	116
02/11/05	26104 32	368.82	-	-	-	368.82	116

GBP Confidential

Page 1

Invoice	Case 1:05-cv-03445	Document 48-3	Filed 07/17/2008	Page 48 of 64	Days		
Date	Number	Amount Due	1-30	31-60	61-90	Over 90	Aged
02/11/05	26105 32	186.94	-	-	-	186.94	116
02/11/05	26106 32	687.00	-	-	-	687.00	116
02/14/05	26146 32	229.21	-	-	-	229.21	113
02/14/05	26147 32	100.69	-	-	-	100.69	113
02/14/05	26148 32	814.06	-	-	-	814.06	113
02/14/05	26149 32	3,124.50	-	-	-	3,124.50	113
02/15/05	26186 32	2,202.70	-	-	-	2,202.70	112
02/15/05	26187 32	928.50	-	-	-	928.50	112
02/15/05	26188 32	2,056.50	-	-	-	2,056.50	112
02/16/05	26243 32	10,210.04	-	-	-	10,210.04	111
02/16/05	26244 32	1,270.68	-	-	-	1,270.68	111
02/17/05	26315 32	8,047.50	-	-	-	8,047.50	110
02/17/05	26311 32	1,038.00	-	-	-	1,038.00	110
02/17/05	26312 32	915.00	-	-	-	915.00	110
02/17/05	26313 32	1,043.00	-	-	-	1,043.00	110
02/17/05	26314 32	580.00	-	-	-	580.00	110
02/17/05	26317 32	679.58	-	-	-	679.58	110
02/17/05	26316 32	754.73	-	-	-	754.73	110
02/18/05	26364 32	3,542.31	-	-	-	3,542.31	109
02/18/05	26365 32	7,731.62	-	-	-	7,731.62	109
02/18/05	26366 32	10,946.66	-	-	-	10,946.66	109
02/18/05	26367 32	1,116.15	-	-	-	1,116.15	109
02/18/05	26368 32	2,048.08	-	-	-	2,048.08	109
02/21/05	26408 32	167.94	-	-	-	167.94	106
02/21/05	26409 32	218.85	-	-	-	218.85	106
02/21/05	26410 32	591.98	-	-	-	591.98	106
02/21/05	26411 32	312.00	-	-	-	312.00	106
02/21/05	26412 32	312.00	-	-	-	312.00	106
02/21/05	26413 32	472.79	-	-	-	472.79	106
02/21/05	26414 32	8,268.00	-	-	-	8,268.00	106
02/21/05	26415 32	251.00	-	-	-	251.00	106
02/22/05	26457 32	1,495.10	-	-	-	1,495.10	105
02/22/05	26458 32	592.55	-	-	-	592.55	105
02/23/05	26517 32	1,495.96	-	-	-	1,495.96	104
02/24/05	26564 32	2,280.34	-	-	-	2,280.34	103
02/24/05	26565 32	79.30	-	-	-	79.30	103
02/25/05	26633 32	532.47	-	-	-	532.47	102
02/25/05	26634 32	85.80	-	-	-	85.80	102
02/25/05	26635 32	10,410.86	-	-	-	10,410.86	102
02/25/05	26636 32	1,567.50	-	-	-	1,567.50	102
02/25/05	26637 32	2,428.46	-	-	-	2,428.46	102
02/28/05	26692 32	774.97	-	-	-	774.97	99
02/28/05	26693 32	8,843.55	-	-	-	8,843.55	99
02/28/05	26694 32	1,374.50	-	-	-	1,374.50	99
02/28/05	26695 32	899.38	-	-	-	899.38	99
03/01/05	26746 32	1,193.60	-	-	-	1,193.60	98

Invoice	Invoice	Amount Due	1-30	31-60	61-90	Over 90	Days Aged
Date	Number						
03/02/05	26785 32	10,890.80	-	-	-	10,890.80	97
03/02/05	26786 32	396.44	-	-	-	396.44	97
03/02/05	26787 32	6,162.40	-	-	-	6,162.40	97
03/03/05	26861 32	1,337.75	-	-	-	1,337.75	96
03/04/05	26886 32	189.64	-	-	-	189.64	95
03/07/05	26939 32	2,807.62	-	-	-	2,807.62	92
03/07/05	26940 32	6,205.64	-	-	-	6,205.64	92
03/07/05	26941 32	2,681.78	-	-	-	2,681.78	92
03/07/05	26942 32	374.50	-	-	-	374.50	92
03/08/05	27000 32	292.74	-	-	-	292.74	91
03/08/05	27001 32	229.30	-	-	-	229.30	91
03/08/05	27002 32	294.25	-	-	-	294.25	91
03/08/05	27003 32	250.75	-	-	-	250.75	91
03/08/05	27004 32	263.24	-	-	-	263.24	91
03/08/05	27005 32	282.73	-	-	-	282.73	91
03/08/05	27006 32	597.83	-	-	-	597.83	91
03/08/05	27007 32	3,615.33	-	-	-	3,615.33	91
03/08/05	27008 32	11,181.50	-	-	-	11,181.50	91
03/08/05	27009 32	529.00	-	-	-	529.00	91
03/08/05	27010 32	8,265.00	-	-	-	8,265.00	91
03/08/05	27011 32	691.20	-	-	-	691.20	91
03/08/05	27012 32	172.80	-	-	-	172.80	91
03/08/05	27013 32	450.00	-	-	-	450.00	91
03/09/05	27085 32	176.80	-	-	176.80	-	90
03/10/05	27139 32	1,075.32	-	-	1,075.32	-	89
03/10/05	27140 32	2,391.20	-	-	2,391.20	-	89
03/10/05	27141 32	3,106.62	-	-	3,106.62	-	89
03/11/05	27178 32	482.44	-	-	482.44	-	88
03/11/05	27179 32	2,943.50	-	-	2,943.50	-	88
03/11/05	27180 32	2,943.50	-	-	2,943.50	-	88
03/11/05	27181 32	500.58	-	-	500.58	-	88
03/11/05	27182 32	1,281.39	-	-	1,281.39	-	88
03/11/05	27183 32	499.66	-	-	499.66	-	88
03/14/05	27231 32	10,940.58	-	-	10,940.58	-	85
03/14/05	27232 32	1,039.66	-	-	1,039.66	-	85
03/14/05	27233 32	177.76	-	-	177.76	-	85
03/14/05	27234 32	1,208.66	-	-	1,208.66	-	85
03/15/05	27283 32	74.17	-	-	74.17	-	84
03/15/05	27284 32	124.99	-	-	124.99	-	84
03/15/05	27285 32	198.30	-	-	198.30	-	84
03/15/05	27286 32	6,932.60	-	-	6,932.60	-	84
03/16/05	27333 32	363.28	-	-	363.28	-	83
03/17/05	27388 32	749.82	-	-	749.82	-	82
03/17/05	27389 32	1,146.42	-	-	1,146.42	-	82

Invoice Case 05-cv-03445 Document 48-3 Filed 07/17/2008 Page 50 of 64								Days
Date	Number	Amount Due	1-30	31-60	61-90	Over 90	Aged	
03/17/05	27390 32	1,411.00	-	-	1,411.00	-	82	
03/17/05	27391 32	1,221.00	-	-	1,221.00	-	82	
03/17/05	27392 32	1,177.00	-	-	1,177.00	-	82	
03/18/05	27435 32	10,959.20	-	-	10,959.20	-	81	
03/18/05	27436 32	1,105.84	-	-	1,105.84	-	81	
03/18/05	27437 32	2,268.36	-	-	2,268.36	-	81	
03/18/05	27438 32	2,227.69	-	-	2,227.69	-	81	
03/18/05	27439 32	496.62	-	-	496.62	-	81	
03/21/05	27481 32	166.08	-	-	166.08	-	78	
03/21/05	27482 32	365.90	-	-	365.90	-	78	
03/21/05	27483 32	565.64	-	-	565.64	-	78	
03/21/05	27484 32	1,016.35	-	-	1,016.35	-	78	
03/21/05	27485 32	1,290.82	-	-	1,290.82	-	78	
03/22/05	27532 32	1,706.47	-	-	1,706.47	-	77	
03/23/05	27569 32	219.56	-	-	219.56	-	76	
03/23/05	27570 32	945.79	-	-	945.79	-	76	
03/24/05	27630 32	10,997.96	-	-	10,997.96	-	75	
03/28/05	27679 32	1,390.03	-	-	1,390.03	-	71	
03/28/05	27680 32	665.46	-	-	665.46	-	71	
03/29/05	27722 32	596.01	-	-	596.01	-	70	
03/29/05	27723 32	80.05	-	-	80.05	-	70	
03/29/05	27724 32	401.33	-	-	401.33	-	70	
03/29/05	27725 32	67.00	-	-	67.00	-	70	
03/29/05	27726 32	10,925.76	-	-	10,925.76	-	70	
03/30/05	27772 32	2,355.70	-	-	2,355.70	-	69	
03/30/05	27773 32	264.50	-	-	264.50	-	69	
03/31/05	27824 32	155.49	-	-	155.49	-	68	
03/31/05	27825 32	1,061.07	-	-	1,061.07	-	68	
03/31/05	27826 32	401.12	-	-	401.12	-	68	
04/01/05	27869 32	732.24	-	-	732.24	-	67	
04/04/05	27920 32	(2,943.50)	-	-	(2,943.50)	-	64	
04/04/05	27921 32	7,855.63	-	-	7,855.63	-	64	
04/04/05	27922 32	3,116.29	-	-	3,116.29	-	64	
04/04/05	27923 32	2,057.35	-	-	2,057.35	-	64	
04/05/05	27957 32	10,944.00	-	-	10,944.00	-	63	
04/05/05	27958 32	114.00	-	-	114.00	-	63	
04/05/05	27959 32	331.04	-	-	331.04	-	63	
04/06/05	27996 32	7,767.42	-	-	7,767.42	-	62	
04/07/05	28033 32	3,665.89	-	-	3,665.89	-	61	
04/07/05	28034 32	1,174.73	-	-	1,174.73	-	61	
04/07/05	28035 32	2,360.11	-	-	2,360.11	-	61	
04/08/05	28079 32	433.17	-	433.17	-	-	60	
04/08/05	28080 32	2,006.28	-	2,006.28	-	-	60	
04/11/05	28120 32	704.40	-	704.40	-	-	57	

Invoice		Case 1:05-cv-03445		Document 48-3		Filed 07/01/2008		Page 51 of 64		Days
Date	Number	Amount Due	1-30	31-60	61-90	Over 90				Aged
04/11/05	28117 32	568.71	-	568.71	-	-	-	-	-	57
04/11/05	28118 32	1,661.91	-	1,661.91	-	-	-	-	-	57
04/11/05	28119 32	1,009.32	-	1,009.32	-	-	-	-	-	57
04/14/05	UP 32	68.48	-	68.48	-	-	-	-	-	54
04/14/05	28257 32	10,970.60	-	10,970.60	-	-	-	-	-	54
04/14/05	28258 32	1,459.35	-	1,459.35	-	-	-	-	-	54
04/15/05	28307 32	205.72	-	205.72	-	-	-	-	-	53
04/15/05	28308 32	1,313.76	-	1,313.76	-	-	-	-	-	53
04/15/05	28309 32	7,470.00	-	7,470.00	-	-	-	-	-	53
04/15/05	28310 32	1,502.66	-	1,502.66	-	-	-	-	-	53
04/18/05	28355 32	10,866.10	-	10,866.10	-	-	-	-	-	50
04/18/05	28356 32	2,744.36	-	2,744.36	-	-	-	-	-	50
04/18/05	28357 32	479.25	-	479.25	-	-	-	-	-	50
04/18/05	28358 32	379.00	-	379.00	-	-	-	-	-	50
04/19/05	28397 32	1,079.23	-	1,079.23	-	-	-	-	-	49
04/20/05	28442 32	2,859.50	-	2,859.50	-	-	-	-	-	48
04/21/05	28488 32	403.66	-	403.66	-	-	-	-	-	47
04/22/05	28543 32	434.32	-	434.32	-	-	-	-	-	46
04/22/05	28540 32	79.15	-	79.15	-	-	-	-	-	46
04/22/05	28541 32	309.55	-	309.55	-	-	-	-	-	46
04/22/05	28542 32	10,807.20	-	10,807.20	-	-	-	-	-	46
04/23/05	OPMT 32	(180.00)	-	(180.00)	-	-	-	-	-	45
04/25/05	28575 32	891.32	-	891.32	-	-	-	-	-	43
04/25/05	28576 32	630.18	-	630.18	-	-	-	-	-	43
04/25/05	28577 32	1,571.34	-	1,571.34	-	-	-	-	-	43
04/26/05	28630 32	420.83	-	420.83	-	-	-	-	-	42
04/26/05	28631 32	2,203.43	-	2,203.43	-	-	-	-	-	42
04/26/05	28632 32	556.08	-	556.08	-	-	-	-	-	42
04/26/05	28633 32	259.07	-	259.07	-	-	-	-	-	42
04/27/05	28673 32	2,888.60	-	2,888.60	-	-	-	-	-	41
04/27/05	28674 32	424.56	-	424.56	-	-	-	-	-	41
04/28/05	28715 32	472.59	-	472.59	-	-	-	-	-	40
04/29/05	28779 32	250.75	-	250.75	-	-	-	-	-	39
04/29/05	28780 32	112.17	-	112.17	-	-	-	-	-	39
05/02/05	28820 32	9,132.54	-	9,132.54	-	-	-	-	-	36
05/02/05	28821 32	1,963.73	-	1,963.73	-	-	-	-	-	36
05/02/05	28822 32	905.60	-	905.60	-	-	-	-	-	36
05/03/05	28860 32	7,562.46	-	7,562.46	-	-	-	-	-	35
05/03/05	28861 32	10,993.40	-	10,993.40	-	-	-	-	-	35
05/03/05	28862 32	6,547.16	-	6,547.16	-	-	-	-	-	35
05/03/05	28863 32	1,222.99	-	1,222.99	-	-	-	-	-	35
05/04/05	28900 32	362.30	-	362.30	-	-	-	-	-	34
05/06/05	28984 32	10,869.52	-	10,869.52	-	-	-	-	-	32
05/06/05	28985 32	1,816.06	-	1,816.06	-	-	-	-	-	32

Case 1:05-cv-03445 Document 48-3 Filed 07/17/2008 Page 52 of 64								Days
Invoice	Invoice	Amount Due	1-30	31-60	61-90	Over 90	Aged	
Date	Number							
05/06/05	28986 32	7,143.95	-	7,143.95	-	-	-	32
05/06/05	28987 32	4,253.75	-	4,253.75	-	-	-	32
05/06/05	28988 32	2,237.20	-	2,237.20	-	-	-	32
05/09/05	29031 32	756.32	756.32	-	-	-	-	29
05/09/05	29032 32	108.48	108.48	-	-	-	-	29
05/09/05	29033 32	1,433.26	1,433.26	-	-	-	-	29
05/09/05	29034 32	1,885.31	1,885.31	-	-	-	-	29
05/10/05	29075 32	3,892.50	3,892.50	-	-	-	-	28
05/10/05	29076 32	3,175.22	3,175.22	-	-	-	-	28
05/11/05	29114 32	2,587.67	2,587.67	-	-	-	-	27
05/12/05	29161 32	11,030.26	11,030.26	-	-	-	-	26
05/12/05	29162 32	77.84	77.84	-	-	-	-	26
05/12/05	29163 32	296.72	296.72	-	-	-	-	26
05/12/05	29164 32	193.05	193.05	-	-	-	-	26
05/13/05	29209 32	145.51	145.51	-	-	-	-	25
05/13/05	29210 32	1,099.29	1,099.29	-	-	-	-	25
05/13/05	29211 32	712.40	712.40	-	-	-	-	25
05/13/05	29212 32	11,660.76	11,660.76	-	-	-	-	25
05/13/05	29213 32	1,765.12	1,765.12	-	-	-	-	25
05/13/05	29214 32	96.40	96.40	-	-	-	-	25
05/16/05	29257 32	6,395.20	6,395.20	-	-	-	-	22
05/16/05	29258 32	322.63	322.63	-	-	-	-	22
05/16/05	29259 32	494.65	494.65	-	-	-	-	22
05/17/05	29294 32	6,547.39	6,547.39	-	-	-	-	21
05/17/05	29296 32	958.80	958.80	-	-	-	-	21
05/19/05	29378 32	10,831.90	10,831.90	-	-	-	-	19
05/20/05	29421 32	1,463.65	1,463.65	-	-	-	-	18
05/20/05	29422 32	1,118.32	1,118.32	-	-	-	-	18
05/23/05	29252 32	396.00	396.00	-	-	-	-	15
05/23/05	29470 32	376.12	376.12	-	-	-	-	15
05/23/05	29471 32	7,489.63	7,489.63	-	-	-	-	15
05/23/05	29472 32	1,119.70	1,119.70	-	-	-	-	15
05/24/05	29526 32	72.96	72.96	-	-	-	-	14
05/24/05	29527 32	143.48	143.48	-	-	-	-	14
05/24/05	29528 32	10,285.58	10,285.58	-	-	-	-	14
05/25/05	29573 32	2,529.71	2,529.71	-	-	-	-	13
05/25/05	29574 32	4,024.22	4,024.22	-	-	-	-	13
05/26/05	29628 32	688.01	688.01	-	-	-	-	12
05/27/05	29681 32	10,944.00	10,944.00	-	-	-	-	11
05/27/05	29682 32	7,612.93	7,612.93	-	-	-	-	11
05/27/05	29683 32	3,142.50	3,142.50	-	-	-	-	11
05/27/05	29684 32	2,022.23	2,022.23	-	-	-	-	11
05/31/05	29726 32	902.53	902.53	-	-	-	-	7
05/31/05	29727 32	2,413.59	2,413.59	-	-	-	-	7

Invoice		Case No. 05-cv-03445		Document 48-3		Filed 07/17/2008		Page 53 of 64		Days
Date	Number	Amount Due	1-30	31-60	61-90	Over 90	Aged			
06/01/05	29775 32	268.18	268.18	-	-	-	6			
06/03/05	29871 32	338.67	338.67	-	-	-	4			
06/03/05	29872 32	9,842.00	9,842.00	-	-	-	4			
06/03/05	29873 32	1,303.02	1,303.02	-	-	-	4			
06/06/05	29909 32	799.88	799.88	-	-	-	1			
06/06/05	29910 32	185.64	185.64	-	-	-	1			
TOTALS		668,441.23	135,949.23	135,327.26	132,037.25	265,127.49				

Last Payments:

Rec'd 5/26/05	\$36,151
Rec'd 5/18/05	\$30,053
Rec'd 5/10/05	\$11,208

EXHIBIT 2

UNLIMITED CONTINUING GUARANTEE

FOR VALUE RECEIVED, and to induce Green Bay Packaging, Inc. of Green Bay, Wisconsin (hereinafter "GBP") to extend credit to Midwest Packaging LLC, PO Box 681, Hoffman Estates, IL 60195 (hereinafter "Debtor"), Fred Oscarson and Jeff Oscarson (hereinafter "Guarantor") hereby guarantees payment of and promises to pay when due, or at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, all debts, obligations and liabilities of Debtor to GBP, including interest, late charges and all payments from Debtor to GBP which are returned by GBP to a trustee, receiver, creditor or other party pursuant to state or federal law. Guarantor further guarantees payment of and promises to pay all costs, expenses and fees that are incurred at any time by GBP in endeavoring to collect any sums from Debtor or Guarantor. This Guarantee is valid and enforceable against Guarantor even if Debtor's obligations to GBP should become invalid and unenforceable.

WAIVER. Guarantor expressly waives notice of default by Debtor as well as proceedings to collect from Debtor for any such default and further waives any requirements of diligence of collection, presentment, demand, notice or protest.

REPRESENTATIONS. Guarantor acknowledges and agrees that GBP has not made any representations or warranties with respect to Debtor's obligations to GBP, or with respect to the financial condition of Debtor. Guarantor has independently determined the collectability and enforceability of Debtor's obligations to GBP and the financial condition of Debtor.


REVOCATION. This is a continuing Guarantee and shall remain in full force and effect until GBP receives written notice of revocation from Guarantor. Upon such revocation by written notice, this Guarantee shall continue in full force and effect as to all obligations contracted for or incurred before revocation, and as to them GBP shall have the rights provided by this Guarantee as if no revocation had occurred. Any renewal or extension of an existing contract between Debtor and GBP, whether made before or after revocation, and any materials provided by GBP to Debtor pursuant to commitments made before revocation shall constitute obligations contracted for or incurred before revocation.


SUBROGATION. Guarantor waives any claim, right or remedy which Guarantor may now have or hereafter acquire against Debtor or any person primarily or contingently liable for the guaranteed obligations or that arise from the existence or performance of Guarantor's obligations hereunder, including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification or participation in any claim, right or remedy of GBP against Debtor or any collateral security GBP now has or hereafter acquires regardless of how such claim, remedy or right arises.

PERSONS BOUND. This Guarantee benefits GBP, its successors and assigns, and binds Guarantor, its successors and assigns.

Dated this 25 day of January, 2000.

X

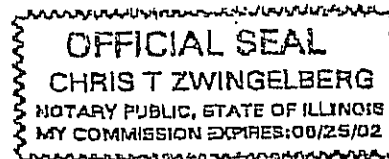

Fred Oscarson, Personally


Jeff Oscarson, Personally

Sworn before this 25 day of JAN, 2000 at

KANE, ILLINOIS
(County/State)

Chris Zwingelberg 6/25/02
Notary Public




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Job : 40
Date: 11/9/2005
Time: 1:20:32 PM

EXHIBIT 3

U.S. Bankruptcy Court
Northern District of Illinois (Chicago)
Bankruptcy Petition #: 05-52582

Assigned to: Honorable Judge Manuel Barbosa
Chapter 7
Voluntary
No asset

Date Filed: 10/13/2005

Jeffrey F. Oscarson
7N 172 Fox Bend Dr.
Saint Charles, IL 60175
SSN: xxx-xx-9750
Debtor

represented by **Robert R Benjamin**
Querrey & Harrow, Ltd.
175 West Jackson Boulevard
Suite 1600
Chicago, IL 60604
312-540-7000
Fax : 312-540-0578
Email: rbenjamin@querrey.com

Charles J Myler
Myler Ruddy & McTavish
111 W Downer Pl Ste 400
Aurora, IL 60506
330-897-8475
Trustee

Ira Bodenstein
Office of the U. S. Trustee, Region 11
227 W Monroe St
Suite 3350
Chicago, IL 60606
312 886-5785
U.S. Trustee

Filing Date	#	Docket Text
10/13/2005	<u>1</u>	Chapter 7 Voluntary Petition Fee Amount \$209, Filed by Robert R Benjamin on behalf of Jeffrey F. Oscarson (Benjamin, Robert) (Entered: 10/13/2005)
10/13/2005	<u>2</u>	Receipt of Voluntary Petition (Chapter 7)(05-52582) [misc,volp7a] (209.00) Filing Fee. Receipt number 4558426. Fee Amount \$ 209.00 (U.S. Treasury) (Entered: 10/13/2005)
10/13/2005	<u>3</u>	Declaration Re: Electronic Filing Filed by Robert R Benjamin on behalf of Jeffrey F. Oscarson. (Benjamin, Robert) (Entered: 10/13/2005)
10/13/2005	<u>4</u>	Notice of Filing Filed by Robert R Benjamin on behalf of Jeffrey F. Oscarson (RE: <u>3</u> Declaration Re: Electronic Filing). (Benjamin, Robert) (Entered: 10/13/2005)
10/14/2005	<u>5</u>	First Meeting of Creditors with 341(a) meeting to be held on 12/19/2005 at 01:30 PM at Kane Courthouse, 100 S 3rd Street, Courtroom 140, Geneva, Illinois 60134. Objections for Discharge due by 02/17/2006. (admin,) (Entered: 10/14/2005)
10/24/2005	<u>6</u>	Amended Petition to correct: No Asset Case to Asset Case Filed by Robert R Benjamin

U.S. Bankruptcy Court
Northern District of Illinois (Chicago)
Bankruptcy Petition #: 05-52473

Assigned to: Pamela S. Hollis
Chapter 7
Voluntary
No asset

Date Filed: 10/13/2005

Oscar Fred Oscarson
762 Pebble Beach Drive
Schaumburg, IL 60194
SSN: xxx-xx-5478
Debtor
aka
Oscar F Oscarson

represented by **Robert R Benjamin**
Querrey & Harrow, Ltd.
175 West Jackson Boulevard
Suite 1600
Chicago, IL 60604
312-540-7000
Fax : 312-540-0578
Email: rbenjamin@querrey.com

Andrew J Maxwell, ESQ
Maxwell & Potts, LLC
105 West Adams Street
Suite 3200
Chicago, IL 60603
312 368-1138
Trustee

Ira Bodenstein
Office of the U. S. Trustee, Region 11
227 W Monroe St
Suite 3350
Chicago, IL 60606
312 886-5785
U.S. Trustee

Filing Date	#	Docket Text
10/13/2005	<u>1</u>	Chapter 7 Voluntary Petition Fee Amount \$209, Filed by Robert R Benjamin on behalf of Oscar Fred Oscarson (Benjamin, Robert) (Entered: 10/13/2005)
10/13/2005	<u>2</u>	Declaration Re: Electronic Filing Filed by Robert R Benjamin on behalf of Oscar Fred Oscarson. (Benjamin, Robert) (Entered: 10/13/2005)
10/13/2005	<u>3</u>	Notice of Filing Filed by Robert R Benjamin on behalf of Oscar Fred Oscarson (RE: <u>2</u> Declaration Re: Electronic Filing). (Benjamin, Robert) (Entered: 10/13/2005)
10/13/2005	4	Receipt of Voluntary Petition (Chapter 7)(05-52473) [misc.volp7a] (209.00) Filing Fee. Receipt number 4557473. Fee Amount \$ 209.00 (U.S. Treasury) (Entered: 10/13/2005)
10/14/2005	5	First Meeting of Creditors with 341(a) meeting to be held on 02/02/2006 at 03:00 PM at 227 W Monroe Street, Room 3360, Chicago, Illinois 60606. Objections for Discharge due by 04/03/2006. (admin,) (Entered: 10/14/2005)

10/24/2005	<u>6</u>	Amended Petition to correct: No Asset Case to Asset Case Filed by Robert R Benjamin on behalf of Oscar Fred Oscarson. (Benjamin, Robert) (Entered: 10/24/2005)
10/24/2005	<u>7</u>	Notice of Filing Filed by Robert R Benjamin on behalf of Oscar Fred Oscarson (RE: <u>6</u> Amended Petition). (Benjamin, Robert) (Entered: 10/24/2005)
11/03/2005	<u>8</u>	Request for Chapter 7 341 Meeting of Creditors (Keith, Cynthia) (Entered: 11/03/2005)
11/03/2005	<u>9</u>	BNC Certificate of Service - Meeting of Creditors. (RE: <u>8</u> Request for Chapter 7 341 Meeting of Creditors). No. of Notices: 7. Service Date 11/05/2005. (Admin.) (Entered: 11/06/2005)

PACER Service Center			
Transaction Receipt			
11/09/2005 13:12:26			
PACER Login:	ms0068	Client Code:	0004955-0001
Description:	Docket Report	Search Criteria:	05-52473 Fil or Ent: Fil From: 7/12/2005 To: 11/9/2005 Doc From: 0 Doc To: 99999999 Term: y Links: n Format: HTMLfmt
Billable Pages:	1	Cost:	0.08

 **FACSIMILE**

LAW OFFICES OF JOHN K. KALLMAN
221 NORTH LASALLE STREET
SUITE 1200
CHICAGO, IL 60601
(312) 578-1515
Fax number: (312) 332-3920

To: David B. Goodman
Fax No: (312) 521-2100
Date: November 4, 2005
Time: 9:05 am
Re: *Green Bay Packaging, Inc. v. Midwest Packaging, L.L.C., Fred Oscarson
and Jeff Oscarson, Case No. 05 C 3445*

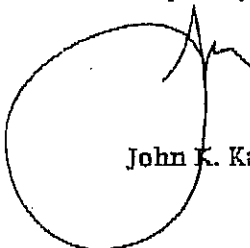
This Transmission Consists of: 1 Pages

IMPORTANT SMALL PRINT: THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE

COMMENTS: Thanks for your faxletter of yesterday's date. I've confirmed with my individual clients that they do not intend to defend as to the corporate defendant. I will join in a call to the Magistrate Judge, if you want, to cancel the settlement conference.

For the same reason, I am authorized to say that we will not oppose an appropriate motion for judgment as to the corporate defendant.

Very truly yours,



John K. Kallman

JKK/secers
cc: Messrs. Oscarson



Responses and Replies

1:05-cv-03445 Green Bay Packaging, Inc. v. Midwest Packaging, L.L.C. et al

United States District Court

Northern District of Illinois - CM/ECF LIVE, Ver 2.5

Notice of Electronic Filing

The following transaction was received from Choi, Soo entered on 11/9/2005 at 2:36 PM CST and filed on 11/9/2005

Case Name: Green Bay Packaging, Inc. v. Midwest Packaging, L.L.C. et al

Case Number: 1:05-cv-3445

Filer: Green Bay Packaging, Inc.

Document Number: 26

Document Text:

FILED 56 LR56.1 Statement by Green Bay Packaging, Inc. regarding motion for summary judgment, [24] *against Defendant Midwest Packaging, L.L.C.* (Attachments: # (1) Exhibit Exhibit 1# (2) Exhibit Exhibit 2# (3) Exhibit Exhibit 3# (4) Exhibit Exhibit 4# (5) Exhibit Exhibit 5)(Choi, Soo)

The following document(s) are associated with this transaction:

Document description:

Main Document

Original filename:

n/a

Electronic document Stamp:

STAMP dcecfStamp_ID=1040059490 [Date=11/9/2005] [FileNumber=1830994-0
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Document description: Exhibit Exhibit 1

Original filename: n/a

Electronic document Stamp:

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Document description:Exhibit Exhibit 2

Original filename:n/a

Electronic document Stamp:

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Document description:Exhibit Exhibit 3

Original filename:n/a

Electronic document Stamp:

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Document description:Exhibit Exhibit 4

Original filename:n/a

Electronic document Stamp:

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Document description:Exhibit Exhibit 5

Original filename:n/a

Electronic document Stamp:

TAMP dcecfStamp_ID=1040059490 [Date=11/9/2005] [FileNumber=1830994-5
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91e738aac1bb0292cfbc540d4a15967700a52ca2a85e1271e2bc9127a1e4]]

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