EXHIBIT B

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

))) }
Plaintiff,	
)	No. 05 C 3445
)) Judge Holderman) Magistrate Judge Cole)
efendants.))

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.)

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

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

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 S' FOR THE NORTHEI EASTE	TATES D RN DIŞTI RN DIVI	RICT OF ILLING	
	2M13	विकास सर्वेद्धारा ।	·'q
GREEN BAY PACKAGING, INC.,)))	
 	District)	DE C 344E
	Plaintiff,)	05 C 3445
vs.)))	
MIDWEST PACKAGING, L.L.C., FRED OSCARSON and JEFF OSCARSON,	fendants.)))	

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.
- 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.

Rev. 3/98 1 Form# 22-015

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

Dated this $\frac{3}{2}$ day of X Fred Oscarson, Personally Sworn before this 25 day of JA

EXHIBIT B

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Stock No. 1103tase 1:05-cv-03445

Document 48-3 Filed 07/17/2008 INDIVIDUAL FINANCIAL STATEMENT

Page	21	of	6年250

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Cyrisconsin Bankers Association 1997

Commissions

Real Estate

Other

Dividends & Interest

IMPORTANT: Date and sign statement

Name FRED OSCARSON	, Dittait, Dele	and aidil distances	- · ·
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1-1-86, however acquired, and property acquired by me	by gift or inheritar	nce at any time.	• • • • • • • • • • • • • • • • • • • •
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ASSETS		LIABILITIES OF APPLICANT AND SPOUSE	
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Unlisted Securities (Schedule B)		Notes Payable Others (Schedule 5)	
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 Mongage Payable (Schedule D)	\$1,300.00 P
Securities Held by Brokers in Margin Accts.		Real Estate Taxes	\$5.000 P/yr
Equity in Partnership		Gredit Cards	\$30.000
Equity in Proprietorship		Other Debts (Itemize Below)	7,000
Vesled Pension Benelits or Profit Sharing		MORTAGE BALANCE. \$60.000	\$61.000
Other Assets: (Itemize Below)		CAR. CADDLIC \$8,100.	\$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		<u> </u>
DEMING NEW_MEXICE PRO	\$10.000	· Total Liabilities	\$704.100
PORT LA BELLE FLORIDA.	\$30.000	Assets less Liabilities = Net Worth	
TOTAL ASSETS		TOTAL LIABILITIES and NET WORTH	
SOURCES OF INCOME FOR YEAR ENDED		CONTINGENT LIABILITIES OF APPLICANT AND SPOT	
Salaries & Bonuses*	s165,000	As Endorser, Co-Maker, or Guarantor	S
	5	On Lease or Contracts	\$

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

"Income from Allmony, Child Support or Separate Maintenance Income need not be revealed if you do not wish the Lender to consider this income on determining your crafit worthings.

s 45,000

2

Legal Claims

Other (describe)

instanting your creatmentalitets.		
ERSONAL INFORMATION .		
Hame 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 s	chedules? If so, describe. —	
Are you a defendant in any legal actions or sults? If so, describe		
Are you a partner or officer in any other venture? If so, describe. —		
Do you have a will? DYes D No. If so, name of Personal Representative,	MARTY OSCARSON SON RAY POLACH LAWYER.	٠.
Have you ever been declared Bankruot? If so, describe,		——————————————————————————————————————

schedule	A-CESCH	<u>1•09•€∜•09</u> 445	avin®ocupher	HSASALLICE HES	OFF	17/2	2008_	Pag	e 2	2 of	64	-		_
Уре	Name of Fir	Amount	Amount			In Name Of:								
,	CHARTER	NATIONAL BAN	K \$36,000			FRED & JANET OSCARSON							 	S NO
		GE BANK		\$4,000				JANE						
<u>. </u>	 							•						-
	· .													
Schedule	8 — V.S. Gov	emment, Listed & U	Inlisted Securities	s (List on separate si	neet If	nece	eeesry)							
lo. of Shi ace Valu	ares or e (Of Bonds)	Description*		Омивг					Маг	ket Va	ilue			EDGE NO
			ES, STOCK	YTTUNK					\$7	<u> </u>	nn_			
		NATIONWIDE			·					5 <u>7. O</u>			ļ	
		DISNEY VA	C CLUB				···	;	\$	<u> 5.0</u>	<u> </u>		-	
													-	+
Indicates	if Securities t	ere Restricted By C	ontract or SEC Re	egulations.						•		•		
chadule	C — Life insur	rance Carried, inclu	de Group		•									
ace Amo	iunt .	Name of Company	,	Owner	Be	nefici	ary		•			CASH :	SURRENDER Labos	
\$10.00	0	PRIDENTIAL	•	FRFD	I	ለህድ	P 050	APSON				4.00	٦	
\$10.0	00	LIFE THVEST	ORS	TRFD .	1 7		~ 5.0.	CARSO				4,00	- 1	
\$10.0		NAT BENEFIT	TITE THE	FPFD	<u> </u>	ĮĄŅ,	ET-05	CARSO	; ;;			3.00		
\$10.	000	NEW ENGLAND	T.TEF	PPFD		<u> TA XI</u>	<u> </u>	C73201	I			Ţ5,0	₽∳	
Schedule	D — Real Esta	ite Owned												
Address (£ Type of Prop	erty	Date Acquired	Owner .		Cost	Mk	t. Value		MORT punt		E turity	lusut	ance S
CLUB	HOME, GOI	F COURCE	1988	FREDS JANET	VEDS JANET \$160.0002260			£ 260. (-000-\$61-000-			\$26	0.000	
·	HOFFMAN E	ST_TI		Vorma, an are							-			
Schedule	E — Names o	l Banks or Other Le	nders Where Cre	MORTGAGE PER dit Has Been Obtain		<u> </u>	* 1530	0-96	<u> </u>	•	<u> </u>			
Vame & A	ddress of Len	der	Borrower .	· · · · · · · · · · · · · · · · · · ·	Da		Due	High C	redit	Curi	ent E	Balance		c, or
באחנו	SIDE I FM	LING THE	HOMESIDE	LENDING, INC	Ma	oe		} -		\$61	00	0	Ur	sec.
		SAN ANTONIO								†			<u> </u>	
			מיניפרואי	AGE									· _	
HVI	RIE BANK	BARRINGTON	201 5 GEC	OVE AVE GAR.			 	 		\$8	,10	<u> </u>	<u> </u>	
			1		<u> </u>		!	<u>.</u>	·····	_!		·	!	
	·	d Loan Receivable						,						
Unpald A	mount	Name of N	laker			- P	ate Mad	e	-	Securi	ty Ple	edged		
				•	·	+						·		
								······································						
additional to furnish relationsh mation. characi	inlormation.con such informatio ips with Lender, bearing on teristics or n	nceming myfinancial on and any other credit agree to noully Lende, my credit worth onde of living wi	conditionalthough it experiences with er.Inwriting, of any hiness, credit th its affiliates	orize Lender or its ager Lender may rely on this i me to others and to a change that materially a standing, credit a unless I direct La th Lender may n	linand nswer iffects CSDS	ial sia any q lhe ac acity r at t	tement v uestions curacy c chan ine add	vilhout ar about m of this stat acter, i fress a	y crea emen emen emen	nerveri dit expe Len- eral re e that	ification der r eput t suc	on.lauth se and o may sh sation, sh info	odze Iher II Iare Per rma	Lender nancial infor- sonal
It may staten	be a federal cri lents concernin	me punishable by a fi g any of the above in	ne of not more tha Iomallon, under p	n 55,000 or imprisonn rovisions of Title 18, U	ent for nited 5	astigi astigi	nore tha Code, S	n two ye: lection 10	ars or 014.	poly to	knov	wingly m	ake f	alse

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.

Filed 07/17/2008

Page 23 of 64

'Stock No. 11031

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	or i	Ä	で	7	117	TAVE	

INDIVIDUAL FINANCIAL STATEMENT

i	TIAIDONE LINKU	IDIAL STATEMENT	••
	ORTANT: Date a	ond sign statement	-
Hame			
Address 7017 Fox Bird Dr.	54. ch12	. Il. 60175	·
īg			("Lender")
For the purpose of obtaining credit from Lender and any t	ininte cledit Blaut	led by Lender, or to support the extension of credit already	
ollowing statement to Lender of my financial condition on	<u> </u>	This statement is L	ender's property.
For Wisconsin residents only: I am 🔲 married 🗆 unmarr	ied 🔲 legally ser	paraled	•
Name of spouse		Address	<u> </u>
NOTICETO MARRIED APPLICANTS: No provision of any m § 766,70, Wis. Stats., adversely affects the interest of the cred nlo, is furnished a copy of the agreement, statement or decr	tor unless the cre ee or has actual l	ditor, prior to the time the credit is granted or an open-end cre-	ourl decree under dit plan is entered
INSTRUCTIONS FOR INFORMATION TO BE SUPPLIED I If married applicants are applying for joint credit, include married applicant is applying for separate credit or for jo individual property of the applicant spouse but do <u>not</u> i	e all assets and a fint credit with so	omeone other than his or her spouse, include all marital	s statement. If a property and all
1-1-86, however acquired, and property acquired by me l	il or sole name) by by gifl or inheritan	y me prior to marriage, prior to establishing residence in Wis rce at any time.	consin, or prior to
COMPLETE ALL BLAN	KS, WRITING "N	IO' OR "NONE" WHERE NECESSARY	
ASSETS		LIABILITIES OF APPLICANT AND SPOUSE	
Cash on Hand and in Financial Institutions (Schedule A)	5 50,000	Notes Payable — Lenders/Secured (Schedule E)	s
Gov't and Listed Securities (Schedule B)	アットと	Notes Payable — Lenders/Unsecured (Schedule E)	
Unlisted Securities (Schedule B)	חטר2	Notes Payable Others (Schedule E)	· <u> </u>
Notes and Loans Receivable (Schedule F)	ひゅんが	Life Insurance Loans (Schedule C)	-
Homestead and Real Estate Owned (Schedule D)	252 000	Due to Brokers	_
Automobiles	60,000	Accounts Payable	
Other Personal Property	ت مورند. 3	Unpaid Income Taxes	
Cash Value Life Insurance (Schedule C)		Resi Estate Mongage Payable (Schedule D)	1100 mo.
Securities Held by Brokers in Margin Accts.	しつどと	Real Estate Taxes	
Equity in Partnership		Credit Cerds	
Equity in Proprietorship		Other Debts (Itemize Below)	
Vested Pension Benefits or Profit Sharing		المراد ، لا	P3-1000
Other Assels: (Itemize Below)	 		:
EDW4 JOJES - Stock - Funis.	150,00		
Dianes Uncertain Gab	40,000	,	
	1		
		Total Liabilities	نه <u>لاط</u>
		. Assets less Liabilities = Net Worth	<u> </u>
TOTAL ASSETS	\$ 80000	TOTAL LIABILITIES and NET WORTH	s 850,000
SOURCES OF INCOME FOR YEAR ENDED		CONTINGENT LIABILITIES OF APPLICANT AND SPOT	
Salaries & Bonuses*	5 /77.2.	As Endoreer, Co-Maker, or Guarantor	\$
	5	On Lease or Contracts '	S
Commissions	دون ه رداتی 5	Legal Claims	S
Dividends & Interest	G	Other (describe)	5
Real Estate	· 5		
Other -			
For Married Wisconsin residents, name each apouse and	I Include the inco	me of each spouse,	
"Income from Alimony, Child Support or Separate Mainte determining your creditworthiness.	nance income ne	eed not be revealed If you do not wish the Lender to consid	er this income on
PERSONAL INFORMATION			
Home Telephone 577 HLM-5819.		Social Security No. 344-64-4750	
	ck-er, L	_6.	
Are any assets pledged or restricted other than indicated of			
Are you a delendant in any legal actions or suits? If so, des	•	o	
Are you a panner or officer in any other vanture? If so, dea			**
		13.3.	

Schedwe	A — Coshseh	95059-AV	<u> 103</u> 445.	rsilling 6 Ceniv	nt 48tigcatesPIB	PT#	/17/	/200 <u>8</u>	Pag	ie 24	4 of (<u>64</u>			_
Туре	Name of Fir				Amount				me Of:					DGED	
.1	010.	K-~T [٤.٠٠٢ .		450,000		7	JEA OSENN- LINE CILIA.				1			
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			"			-	<u>!</u>								
Schedule	B U.S. Govi	ernment, L	Isted & Un	ilisted Securities	(List on separate s	heet it	fnec	essary)							
No. of Shi Face Valu	eres or e (Of Bonds)	Descriptle	on*	٠.	Owner		•	•		Market Value			PLE	DGE	
				كتددع	الكريم الم	<u> </u>	ں می	٠,		15	20,0	-) t. '			T
		54 25	6 64	Enforma ?						<u> </u>				ــــ	
		D.3	ny Un	ב Club.	7447	L	بديموب.			4	0,00		· · · · · · · · ·	-	+
											<u> </u>			二	
Indicates	: If Securities a	re Resirici	ted By Cor	ntract or SEC Re	gulations.								•		
Schadule	C — Life Insu	rance Carri	ied, Includ	e Groùp									,		
Face Amo	unt	Name of (Соптрвпу	, .	Owner	Be	nello	lary			•		CASH Value	SURRENDER Loans	
300.0	ะอ	570	TE FOR	~	JETT OS curson		ا	J.F.s	رومان ون	٠.					
· .	· · · · · · · · · · · · · · · · · · ·	<u> </u>		•	- 				•						
						_								\dashv	
Schedule	O — Real Esta	ta Oumad		· · · · · · · · · · · · · · · · · · ·				,						- '-	
			 -	1		<u>-</u>									
Address &	i Type of Prop	erty		Date Acquired	Owner		Cost	: M	kt. Value	Ame	MORT: ount		E turity	เกรมก	ance \$
プレニシ シ	Lox Brub Di	. <u>. ک</u>	1-123		Jeff Flave.			7	عده مع	1100	 - -₩•	87	ĽŽ.	<u>5,4~4.5</u>	. F~m
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	<u> </u>		•		**************************************	1				<u> </u>		<u></u>	1		
Schedule	E — Names o	f Banks or	Other Len	ders Where Cre	dit Has Been Obtair	ed	•								
Name & A	ddress of Len	der .		.Borrower·	-		te	Due	High C	Credit	Curr	ent E	alance		c. or
610	L Kong B	5 - K.		بال تادرا	. <u>3</u>		<u>Made</u> 2-12 -		ا ا		1970 L., n. L.		C - (- 1)		sec.
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	F Notes an						······································		· 						
Unpaid A	mount	N N	lame of Ma	aker			1	data Ma	de	- 5	ecuni	ty Ple	dged		
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addillonal to lumish relationsh mation charact	information.com such informatio ips with Lender, bearing on teristics or n	ceming my n end any c lagree to no rny cred rode of li	financial co other credit olify Lender jit worth iving with	ondition although L experiences with Inwriting, of enyc iness, credit h Its affiliates	ize Lender or its age ender may rely on this me to others and to a change that materially standing, credit unless I direct L h Lender may n	inenc nswer eljects ebne	eny o the ar acity rat	atement ovestion ocuracy y, cha the a c	without at a about m of this stated racter, i idress a	ny furth ly cred lement gene lbove	nerveri ili expe Lend rai re e that	ificatio erienc derr eput t suc	on lauli e end c nay si ation, ch info	norizal olher fi nare i per: ormai	Lende nancia infor- sonal
					n 55,000 or imprisona Ovisions of Tilje;18, U						ooth to	ו גרוטי	vingly n	rake fa	ijse

X

10-10- DU

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.

Application Signature

Case 1:05-cv-03445 Document 48-3 Filed 07/17/2008 Page 25 of 64

EXHIBIT C

Case 1:05-cv-03445 Document 48-3 Filed 07/17/2008 Gi en Bay Packaging i.i.c.

Page 26 of 64

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

Statement of Account for: Midwest Packaging

As of: 6/7/05

Invoice	Invoice				Involc	es aged		Days
Date	Number	_	Amount Due	1-30	31-60	61-90	Over 90	Aged
01/27/05	25540 3		3,005,83		-	-	3,005.83	131
01/27/05	•	32	1,703.83	_		_	1,703.83	131
01/28/05		32	1,087.00	-	-	_	1,087.00	130
01/28/05		32	1,180.00	bea .			1,180.00	130
01/28/05			1,262.00	•	-	-	1,262.00	130
01/28/05		32	1,282.00	-	_	-	1,282.00	130
		32	1,465.00	· •	=	-	1,465.00	130
01/28/05		32	1,579.00	•	-	-	1,579.00	. 130
01/28/05		32	1,875.00			, 🛥	1,875.00	130
01/28/05		32	865.44			-	865.44	130
01/28/05		32	2,609.00				2,609.00	130
01/28/05		32	2,170.90	~	-	***	2,170.90	130
01/28/05		32	1,883.00		-	-	1,883.00	130
01/31/05		32	993.58	-		"	993.58	·127
01/31/05		32	297,60	_	· .	_	297.60	127
01/31/05		32	1,355.60	•	-	-	1,355.60	127
02/01/05		32	586.99	· •	~	.	586.99	126
02/01/05		32	72.56	· -	•	, -	72.56	126
02/01/05		32	9,135.00	-	-	, =	9,135.00	126
02/01/05		32	7,663.83	· -	-	. **	7,663.83	126
02/01/05		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	
02/07/05	25900	32	394.25	140	-	-	394.25	120
02/07/05		32	595,00	ent.	ю	-	595.00	120
02/07/05	25902	32	414.39	-	-		414,39	120
02/07/05	25903	32	1,374.50	- '	ted		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	
02/11/05	5 26102	32	6,955.18	-		-	6,955.18	
02/11/05	5 26103	32		-	_	-	786,12	
02/11/05	5 26104	32	2 36B.82	GBP Con	rfidential -	7 su	368.82 Pag	116 e 1 [.]

Gase 1:05-qv-	03 445 Doq t	ıment 48-3	Filed 97/7 /2(20)0 _{දියප} Page 2	7 of 64	Days
Invoice Invoice Date Number A	mount Due	1-30	31-60	61-90	Over 90	Aged
	186.94	-			186.94	116
	687.00	_	-	· -	687.00	116
	229.21	_			229.21	113
	100.69			, -	100.69	113 .
	814.06		•	•	814.06	113
02/14/05 26148 32	3,124.50	_		-	3,124.50	113
02/14/05 26149 32	=	_			2,202.70	112
02/15/05 26186 32	2,202.70		-	_	928.50	112
02/15/05 26187 32	928,50	_		-	2,056.50	112
02/15/05 26188 32	2,056.50	-	_		10,210.04	111
02/16/05 26243 32	10,210.04	-	_		1,270.68	111
02/16/05 26244 32	1,270,68	-	-		8,047.50	110
02/17/05 26315 32	8,047.50		_	_	1,038.00	110
02/17/05 26311 32	1,038.00	-	. •	_	915.00	110
02/17/05 26312 32	915.00	~	-	,	1,043.00	110
02/17/05 26313 32	1,043.00	=		_	580.00	110
02/17/05 26314 32	580.00	-	•		679.58	110
02/17/05 26317 32	679.58	₩	-	· • • • • • • • • • • • • • • • • • • •	754.73	110
02/17/05 26316 32	754.73	-	-	-	3,542.31	109
02/18/05 26364 32	3,542.31	-	• •	-	7,731.62	109
02/18/05 26365 32	7,731.62	- .	-	-	10,946.66	109
02/18/05 26366 32	10,946.66	-	-		1,116.15	109
02/18/05 26367 32	1,116.15		-	-		109
02/18/05 26368 32	2,048.08	•	•	-	2,048.08	105
02/21/05 26408 32	167.94	-	•		167.94	106
02/21/05 26409 32	218.85		-	- ,	218.85	
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	144	-	•	312.00	106
02/21/05 26413 32	472.79			-	472.79	106
02/21/05 26414 32	8,268.00	-	-	-	8,268.00	
02/21/05 26415 32	251.00		-	. ••	251.00	106
02/22/05 26457 32	1,495.10	_	 .	•	1,495.10	
02/22/05 26458 32	592.55	-	-		592.55	
02/23/05 26517 32	1,495.96	-	-	-	1,495.96	
02/24/05 26564 32	2,280.34	-	***	• =	2,280.34	
02/24/05 26565 32	79.30	_	-	₩	79.30	
02/25/05 26633 32	532.47	**	_	-	532.47	
02/25/05 26634 32	. 85.80	-	-	-	85.80	
02/25/05 26635 32	10,410.86	•••		-	10,410.86	
02/25/05 26636 32	1,567.50		-	-	1,567.50	
02/25/05 26637 32	2,428.46	-		•	2,428.46	
02/28/05 26692 32	774.97		-	- ,	774.97	
02/28/05 26693 32	8,843.55	-	-	•	8,843.5	
02/28/05 26694 32	1,374.50		-	-	1,374.50	
02/28/05 26695 32	•	-	-	·	899.3	
03/01/05 26746 32		-	-	-	1,193.6	o 98
00,0,,00 20,.00 42					_	_

Invoice Invoice	v-03 445 Doc	µment 48-3	Filed 0	7/17/2	098 Page 28 o	f 64	Days
	Amount Due	1-30	31-60	-		Ver 90	_Aged_
03/02/05 26785 32	10,890.80		<u> </u>	<u></u>		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	91
03/08/05 27001 32	229,30	_	•	-	_	229.30	91
03/08/05 27001 32 03/08/05 27002 32	294.25	_		_	_	294.25	91
03/08/05 27002 32	250.75	_		_	-	250,75	91
	263.24	.		<u>.</u> .	· · · · · · · · · · · · · · · · · · ·	263.24	91
03/08/05 27004 32 03/08/05 27005 32	282.73			_	, -	282,73	91
: - ·	597.83			-		597,83	91
03/08/05 27006 32	3,615,33		•	_	_	3,615.33	91
03/08/05 27007 32		,			` -	11,181.50	91
03/08/05 27008 32	11,181.50	-		_	_	529.00	91
03/08/05 27009 32	529.00	-		_	_	8,265.00	91
03/08/05 27010 32	8,265,00				_	691.20	91
03/08/05 27011 32	691.20	-		-	_	172.80	91
03/08/05 27012 32	172.80	-		-	<u>-</u>	450.00	91
03/08/05 27013 32	450.00	-	•	-	176.80		90
03/09/05 27085 32	•	-		-	1,075.32		. 89
03/10/05 27139 32	•	•		•	2,391.20	-	89
03/10/05 27140 32	•			-	•	_	89
03/10/05 27141 32	•	· -			3,106.62	-	88
03/11/05 27178 32				-	482.44	_	88
03/11/05 27179 32	· · · · · · · · · · · · · · · · · · ·	<u>-</u>	•	μ.	2,943.50		88
03/11/05 27180 32	•	- .	•	-	2,943.50	· -	88
03/11/05 27181 32		.		-	500.58	-	88
03/11/05 27182 32	•	` **		**	1,281.39	-	88
03/11/05 27183 32		-		-	499,66		85
03/14/05 27231 32	•	. •		-	10,940,58	-	85
03/14/05 27232 32	•	, 🕶		-	1,039.66	-	
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	2 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	2 6,932.60	-		-	6,932,60	-	· 84
03/16/05 27333 32	2 363.28	-	•	-	363.28	÷	83
· 03/17/05 27388 3	2 749.82	-		• -	749.82	-	82
03/17/05 27389 3	2 1,146.42		•	-	1,146.42		82

Invoice	Casonic	₽5-d	v-03445 Doc	ument 48-3	Filed 0l7Mq/200)age∲age 29	of 64	Days
Date	Numb		Amount Due	1-30		51-90	Over 90	Aged
03/17/05	1	32	1,411.00	-		1,411.00	-	82
03/17/05		32	1,221.00	,	-	1,221.00	, -	82
03/17/05		32	•	-	***	1,177.00	_	82
03/18/05		32	10,959.20		-	10,959.20	-	81
03/18/05		32	1,105.84	-	-	1,105.84		81
03/18/05		32	2,268,36	-	-	2,268.36	-	81
03/18/05		32	2,227,69	•••	-	2,227.69	-	81
03/18/05		32	496.62	٠ ــ	-	496,62	•	81
03/21/05		32	166.08	_	- .	166.08	-	78
03/21/05		32	365.90			365,90	-	78
03/21/05		32	565,64		-	565.64	-	78
03/21/05		32	1,016.35	_	· •	1,016.35	-	78
03/21/05		32	1,290.82	_	-	1,290.82	_	78
03/21/05			1,706.47			1,706.47		77
	27569		219.56	_	4	219.56		76
03/23/05		32	945.79		· · · · · · · · · · · · · · · · · · ·	945.79		76
				-		10,997.96	_	75
03/24/05		32	10,997.96	_	, -	1,390.03	_	71
03/28/05		32	1,390.03	· -	-	665.46	_	71
03/28/05		32	665.46	₩	•		_	7 o
03/29/05		32	596.01		•	596.01	-	70
03/29/05		32	80.05	-	, -	80.05	_	
03/29/05		32	401.33	-	-	401.33		70 70
03/29/05		32	67.00		-	67.00		70 70
03/29/05		32	•	-	***	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	<u> </u>		732.24	,	67
04/04/05	5 27920	32	(2,943.50)	·	terr eri er	(2,943.50)	-	64
04/04/0!	5 27921	32	7,855.63	,	-	7,855.63		64
	5 27922	32	·		*1	3,116.29	-	64
	5 27923		•	· ·		2,057.35	•	64
	5 27957		•	-		10,944.00	-	63
	5 27958			-	-	114.00	•	63
* *	5 27959			-		331.04	-	63
	5 27996			-	-	7,767.42		62
	5 28033		•	-		3,665.89		61
	5 28034 5 28034		*	_	_	1,174.73		61
	5 28034 5 28035		•	-		2,360.11		61
				_	 433.17	2,000.11	_	· 60
	5 280 79				2,006.28	_	-	60
	5 28080		•	•	·	-	-	57
04/11/0	5 28120	32	704.40		704.40		_	

Invoice Case		5 Document	48-3	Filed 07/13/20	08gedPage 3	0 of 64	Days
		nt Due 1-30		31-60	61-90	Over 90	Aged
04/11/05 281	17 32 5	68.71	-	568.71	-	. **	57
04/11/05 281	18 32 - 1,8	61.91	-	1,661.91		-	. 57
04/11/05 281	19 32 1,0	09.32	-	1,009.32		· -	57
04/14/05 UF		6B.48	-	68,48	· - ·	•	54
04/14/05 2828	57 32 10,9	70,60	-	10,970.60		·	- 54
04/14/05 282	58 32 1,4	59.35	₹.	1,459.35	•••	•	54
04/15/05 2830	7 32 2	205.72	-	205.72	. -	<i>t</i>	53
04/15/05 283		313.76	<u>.</u>	. 1,313.76	-	-	53
04/15/05 283	•	170.00	. ~	7,470.00	-	· · · · · · · · · · · · · · · · · · ·	53
		502.66		1,502.66	· . -	-	53
04/18/05 283	55 32 10,8	366.10		10,866.10	-	-	50
04/18/05 283		744.36	. **	2,744.36		. : . -	- 50
04/18/05 283		179.25	-	479.25	<u>.</u>		50
04/18/05 283		379.00	-	379.00		-	50
		079.23	_	1,079.23	****	-	49
04/20/05 284	• •	359.50	•	2,859.50	-	· -	48
04/21/05 284	•	403.66	-	403.66	-		47
04/22/05 285		434.32	-	434.32		-	46
04/22/05 285		79.15	, -	79.15	-	-	46
04/22/05 285		309.55	-	309.55	•••	_	46
04/22/05 285		807.20	-	10,807.20	•••	~	46
04/23/05 OPI	-	180.00)	-	(180.00)	-	-	45
04/25/05 285	•	891.32 [°]	<u>.</u>	891.32	-	-	43
04/25/05 285		630.18	-	630.18	- `	-	43
04/25/05 285		571.34		1,571.34		•	43
04/26/05 286	-	420.83	_	420.83	, -	· -	42
04/26/05 286	31 . 32 2,	203.43 ·	-	2,203.43		-	42
04/26/05 286	·	556.08	-	556.08		. ••	42
04/26/05 286		259.07		259.07	••	-	42
04/27/05 286	673 32 2	888.60	-	2,888.60	•	ч	41
04/27/05 286		424.56	-	424.56		-	41
04/28/05 287	15 32	472.59	-	472.59	-	-	40
04/29/05 287	79 32	250.75	-	250.75	• -		39
04/29/05 287	780 32	112.17	. •	112.17	· -	•	39
05/02/05 288	320 32 9	,132.54	-	9,132.54	-	-	36
· 05/02/05 28		,963.73	-	1,963,73	• -		36
05/02/05 28	32 32	905.60	_	905.60		949	36
05/03/05 28		562.46		7,562.46	-	· -	. 35
05/03/05 28		,993.40	-	10,993.40	, . .		35
05/03/05 28		,547.16	-	<u>:</u> 6,547.16	-		35
		,222.99	-	1,222.99	-	-	35
05/04/05 28		362.30	-	362.30		-	34
05/06/05 28		,869.52	-	10,869.52	-	-	32
05/06/05 28		1,816.06	-	1,816.06		-	. 32
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Date Number Amount Due 1-30 31-60 61-90 Over 90 Os/16/05 28986 32 7,143.95 - 7,143.95 - 32 05/06/05 28988 32 2,237.20 - 2,237.20 - 32 05/06/05 28988 32 2,237.20 - 2,237.20 - 32 05/06/05 28938 32 2,237.20 - 2,237.20 - 32 05/06/05 28933 32 759.32 759.32 - 75		Invoice	Case 1:0		∠-03445Doc	ument 48-3	Filed 07/17/20	00 8 Page 3 3 aged	1 of 64	Days
DSI/OB/OS 28986 32 7,143.95 - 7,143.95 - 32 DSI/OB/OS 28987 32 4,253.75 - 4,253.75 - 32 DSI/OB/OS 28988 32 7,56.32 756.32 - 2,237.20 - 32 DSI/OB/OS 29031 32 756.32 756.32 - 29 DSI/OB/OS 29033 32 108.48 108.48 - 29 DSI/OB/OS 29033 32 1,433.26 - 29 DSI/OB/OS 29034 32 1,885.31 1,885.31 - 29 DSI/OB/OS 29037 32 3,892.50 3,892.50 - 28 DSI/OB/OS 29044 32 2,557.67 2,587.67 - 2 28 DSI/OB/OS 29114 32 2,557.67 2,587.67 - 2 28 DSI/OB/OS 29161 32 11,030.26 - 11,030.26 - 26 DSI/OB/OS 29163 32 193.05 193.05 - 26 DSI/OB/OS 29163 32 193.05 193.05 - 26 DSI/OB/OS 29163 32 193.05 193.05 - 26 DSI/OB/OS 29210 32 1,699.29 1,099.29 - 25 DSI/OB/OS 29211 32 11,660.76 11,660.76 - 25 DSI/OB/OS 29212 32 11,660.76 11,660.76 - 25 DSI/OB/OS 29213 32 1,765.12 1,765.12 - 25 DSI/OB/OS 29215 32 6,395.20 6,395.20 - 22 DSI/OB/OS 29258 32 32.63 32.263 - 22 DSI/OB/OS 29298 32 494.65 494.65 - 25 DSI/OB/OS 29295 32 494.65 494.65 - 25 DSI/OB/OS 29295 32 1,183.2 0,183.190 19 DSI/OB/OS 29241 32 1,183.2 1,183.2 1,183.2 - 1 DSI/OB/OS 29422 32 1,183.3 1,183.2 - 1 DSI/OB/OS 29421 32 1,183.2 1,183.2 - 1 DSI/OB/OS 29422 32 1,183.3 1,183.2 1 DSI/OB/OS 29423 32 1,183.3 1,183.2 1 DSI/OB/OS 29424 32 1,483.65 1,463.65 21 DSI/OB/OS 29427 32 1,119.70 1,119.70 - 1 DSI/OB/OS 29428 32 2,529.71 2,525.58 21 DSI/OB/OS 29429 32 1,193.0 1,094.00 1 DSI/OB/OS 29423 32 1,193.0 1,094.00 1 DSI/OB/OS 29580 32 7,561.29 7,612.93 1 DSI/OB/OS 29680 32 7,612.93 7,612.93 1	i				Amount Due	1-30			Over 90	
05/06/05 28987 32 4,253.75						-		<u>-</u>	-	
05/06/05 28988 32 2,237.20 2,237.20 32 05/09/05 28031 32 755.32 756.32 - 29 05/09/05 28033 32 1,885.31 1,885.31 - 29 05/09/05 28076 32 3,892.50 3,892.50 - 28 05/10/05 29076 32 3,175.22 3,175.22 - 28 05/10/05 29076 32 3,175.22 3,175.22 - 28 05/10/05 29076 32 3,175.22 3,175.22 - 28 05/10/05 29161 32 25,67.67 2,567.67 - 26 05/12/05 29162 32 277.84 77.84 - - 26 05/12/05 29163 32 296.72 - - 26 - 26 - 26 - 26 - 27 - 26 - - 26 - <t< td=""><td></td><td></td><td></td><td></td><td>,</td><td></td><td></td><td>-</td><td>· •</td><td></td></t<>					,			-	· •	
05/19/05 29031 32 756.32 756.32 29 05/09/05 29033 22 108.48 108.48 - 29 05/09/05 29034 32 1,835.31 1,885.31 - 29 05/09/05 29076 32 3,892.50 3,892.50 - 28 05/10/05 29076 32 3,175.22 3,175.22 - 28 05/10/05 29164 32 11,030.26 11,030.26 - 27 05/12/05 29163 32 27.84 77.84 - 26 05/12/05 29163 32 296.72 296.72 - 26 05/12/05 29163 32 296.72 296.72 - 26 05/12/05 29163 32 296.72 296.72 - 26 05/12/05 29164 32 11,030.26 11,030.26 - 26 05/12/05 29163 32 296.72 296.72 - 26 05/12/05 29163 32 296.72 296.72 - 26 05/13/05 29210 32 10,99.29 10,99.29 - 25 05/13/05 29210 32 10,99.29 10,99.29 - 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 29212 32 11,660.76 11,660.76 - 25 05/13/05 29213 32 1,765.12 1,765.12 - 25 05/13/05 29257 32 6,395.20 6,395.20 - 22 05/16/05 29258 32 44.65 494.65 - 22 05/16/05 29259 32 494.65 494.65 - 22 05/17/05 29242 32 1,463.80 958.80 958.80 - 21 05/17/05 293273 32 1,831.90 10,831.90 - 10 05/20/05 29422 32 1,1163.31.90 10,831.90 - 10 05/20/05 29422 32 1,1163.31.90 10,831.90 - 10 05/20/05 29422 32 1,1163.32 1,1163.32 - 18 05/20/05 29422 32 1,1163.31.90 10,831.90 - 10 05/20/05 29422 32 1,1163.32 1,1163.32 - 15 05/23/05 29422 32 1,1163.31.90 10,831.90 - 15 05/23/05 29422 32 1,1163.31.90 10,831.90 - 15 05/23/05 29422 32 1,1163.32 1,1163.32 - 15 05/23/05 29422 32 1,1163.32 1,1163.32 - 15 05/23/05 29422 32 1,1163.32 1,1163.32 - 15 05/23/05 29422 32 1,1163.32 1,1163.32 - 15 05/23/05 29422 32 1,1163.32 1,1163.32 - 15 05/23/05 29422 32 1,1163.32 1,1163.32 - 15 05/23/05 29422 32 1,1163.32 1,1163.32 - 15 05/23/05 29422 32 1,1163.34 143.48 143.48 - 14 05/23/05 29573 32 686.01 686.01 - 13 05/25/05 29574 32 0,242.22 4,024.22 - 13 05/25/05 29574 32 0,242.22 4,024.22 - 13 05/25/05 29574 32 0,242.22 4,024.22 - 13 05/25/05 29584 32 0,242.22 4,024.22 - 13 05/25/05 29584 32 0,242.23 1,024.20 4,024.22 - 13 05/25/05 29584 32 10,285.56 10,285.56 - 14 05/27/05 29682 32 0,344.00 10,944.00 - 11 05/27/05 29683 32 3,142.50 3,142.50 - 11 05/27/05 29684 32 3,202.23 2,022.23 - 11					•		•		· _	
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Case 1:05-cv-03445 Document 48-3 Filed 07/17/2008 Page 33 of 64

EXHIBIT D

Green Bay Packaging



Inc.

Robert J. Zingler COMPORATE CIRECTOR GLOBAL CREDIT SERVICES 13

• CORPORATE OFFICE

P.O. BOX 19917 GREEN BAY, WISCONSIN 54387-9017 (920) 493-5186 FAX (920) 493-3227

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 I Zi

RJZ:slk

CC: Fred Oscarson
Midwest Packaging

Kevin Shields Green Bay Packaging – Chicago Division

Green Bay Packaging



Inc.

Robert J. Zingler CORPORATE DIRECTOR BLOBAL CREDIT SERVICES

• CORPORATE OFFICE

F.O., BOX 18817 GREEN BAY, WISCONSIN 54307-9017 (920) 433-5186 FAX (820) 433-9321

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. 7moler

RJZ:slk

CC: Jeff Oscarson
Midwest Packaging

Kevin Shields
Green Bay Packaging - Chicago Division

Case 1:05-cv-03445 Document 48-3 Filed 07/17/2008 Page 36 of 64

EXHIBIT E

Green Bay Packaging ORIGINAL

847-455-2553

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Green Bay Packaging

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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.

Case 1:05-cv-03445 Document 48-3 Filed 07/17/2008 Page 41 of 64

EXHIBIT 2

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

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

REQUESTS FOR ADMISSIONS TO DEFENDANTS

Plaintiff, Green Bay Packaging, Inc. ("GBP"), by its attorneys, and pursuant FRCP 36, hereby serves the following interrogatories upon Defendant, Midwest Packaging, LLC, Fred Oscarson, and Jeff Oscarson, to be answered by each Defendant separately, within 30 days of service hereof:

<u>Definitions</u>

"You," as used herein, shall refer to the Defendant who is answering the interrogatory.

REQUEST FOR ADMISSION

REQUEST FOR ADMISSION 1. Admit that You have not paid any of the invoices identified in Exhibit C to the Complaint (a copy of which is attached hereto as Exhibit 1).

Response:

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 I 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.

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

Case 1:05-cv 63445 and Bury Packaig Arg 772008. Page 47 of 64

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

Statement of Account for: Midwest Packaging

As of:

6/7/05

Invoice !	nvoice		Invoices aged			Days		
	lumber	Amount Due	1-30	31-60	61-90	·	Over 90	Aged
	540 .32	3,005.83				-	3,005,83	131
••	541 32	1,703,83.	-	,		_	1,703.83	131
01/28/05 25		1,087.00	_	-		_	1,087.00	130
	606 32	1,180.00			•	_	1,180.00	130
01/28/05 25		1,262.00				-	1,262.00	130
01/28/05 25		•	-	-		-	1,282,00	130
01/28/05 25		•	_	-		-	1,465,00	130
01/28/05 25		•	· . -	-		-	1,579.00	130
01/28/05 25		•		-		.	1,875.00	130
	612 32	•		· _		_	865.44	130
	613 32		-	•		-	2,609.00	130
01/28/05 25	•	•	<u></u>			_	2,170.90	130
	5615 32	•		•		-	1,883.00	130
01/20/05 25		•	_	<u> </u>		-	993.58	·127
01/31/05 2		-	-	,		-	297.60	127
	5667 32	•	•	-		-	1,355.60	127
02/01/05 2		•		_		•	586.99	126
02/01/05 2		•	- ***	-		-	72,56	126
02/01/05 2	•		· •			· -	9,135,00	126
02/01/05 2		•				_	7,663.83	126
	5733 32	-		. ·	•	- ,	10,067.72	126
	5734 32	*	·	•		-	167.19	126
	5772 32			· "		_	10,247.04	125
02/03/05 2	=	•	_	₩			5,918.73	124
	5814 3. 5815 3.		ue	-		- .	3,793.24	124
	5816 3					- '	983.60	124
	.5863 3:	·- <u>-</u>	•		47 41		551.07	123
- —	5900 3	_	-	_			394.25	120
02/07/05 2		•	_	-		_	595.00	120
02/07/05 2			-	_		-	414.39	120
	.5902 3 25903 3	_		-		-	1,374.50	120
02/07/05 2		•	-	_			569.80	120
02/07/05 2		2 16.34	_	-	•	-	16.34	120
02/09/05 2		2 10,247.04	-	_			10,247.04	118
02/09/05 2		2 4,461.31	_				4,461.31	118
		1,124.26	-	٠.		, -	1,124.26	118
	26000 · 3	• .	-			-	706.50	118
		32 764.56 32 247.64	_		•	-	247,64	116
		32 6,955.18	4		•		6,955.18	
		32 0,935.10 32 786.12			_	-	786.12	
02/11/05		368.82	_			-	368,82	116
UZ/ []/UJ	20107 (GBP C	onfidential			Pag	ge T

Date Number Amount Due 1-30 31-60 61-80 Over 90 Aged O2/11/05 26105 32 186.94 - - - 186.94 116 116 117 116 127 117 116 127 117 116 127 117 116 127 117 116 127 117 116 127 117 116 127 117 116 127 117 116 127 117 116 127 117 116 127 117 117 116 127 117 117 117 117 127 117 1	Invoice Caspold	<u></u> 25-q	v-03445 Doo	ument 48-3	Filed 01/4/8/12	2008ge#8	age 4	48 of 64	Days
OZ/11/05 28106 32 186.94				1-30					
02/14/05 26106 32 687.00 - 687.00 116 02/14/05 26148 32 229.21 - 229.21 113 02/14/05 26148 32 814.06 - 814.06 113 02/14/05 26148 32 814.06 - 814.06 113 02/14/05 26148 32 814.06 - 814.06 113 02/15/05 26186 32 2,202.70 - 2,202.70 112 02/15/05 26186 32 2,202.70 - 2,202.70 112 02/15/05 26186 32 2,205.50 - 928.50 112 02/15/05 26188 32 10,210.04 - 10,210.04 111 02/16/05 26243 32 10,210.04 - 10,210.04 111 02/16/05 26243 32 10,210.04 - 10,210.04 111 02/16/05 26313 32 1,033.00 - 1,038.00 110 02/17/05 26313 32 1,033.00 - 1,038.00 110 02/17/05 26313 32 1,043.00 - 1,043.00 110 02/17/05 26313 32 1,043.00 - 1,043.00 110 02/17/05 26313 32 5679.58 - 679.58 110 02/17/05 26316 32 754.73 - 850.00 110 02/17/05 26365 32 754.73 - 754.73 110 02/18/05 26366 32 10,946.66 - 10,946.66 109 02/18/05 26366 32 10,946.66 - 10,946.66 109 02/18/05 26368 32 10,946.66 - 10,946.66 109 02/18/05 26366 32 10,946.66 - 10,946.66 109 02/18/05 26409 32 218.85 - 679.48 106 02/21/05 26410 32 591.98 - 591.98 106 02/21/05 26410 32 591.98 106 02/21/05 26410 32 591.98 106 02/21/05 26410 32 591.98 106 02/21/05 26410 32 591.98 106					-		-	186,94	
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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 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 - - 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 02/23/05 26564 32 592.55 - - 592.55 105 02/24/05 26564 32 2,280.34 - - 79.30 103 02/25/05 26653	02/18/05 26368		•	"	•		-	2,048.08	109
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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 26634 <td>02/21/05 26409</td> <td></td> <td></td> <td>-</td> <td>, -</td> <td></td> <td>· -,</td> <td>218.85</td> <td>106</td>	02/21/05 26409			-	, -		· - ,	218.85	106
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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 26635 32 10,410.86 - - - 10,410.86 102 02/25/05 26636 32 1,567.50 - <td< td=""><td></td><td></td><td></td><td>-</td><td>· -</td><td></td><td>-</td><td>312.00</td><td>106</td></td<>				-	· -		-	312.00	106
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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 - - 86,80 102 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 26697 32 774.97 - - 774.97 - - 774.97 -				- ·	_		-	8,268.00	106
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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 26693 32 774.97 - - - 774.97 99 02/28/05 26694 32 1,374.50 - - - 1,374.50 99 02/28/05 26695 32 899.38 - - - - 1,374.50 99				-	_		-	1,495.96	104
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 26694 32 1,374.50 - - - 1,374.50 99 02/28/05 26695 32 899.38 - - - 899.38 99	02/24/05 26564		-	, <u> </u>	-		-	2,280,34	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	02/24/05 26565	32	•	-	•••		~	79.30	103
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	02/25/05 26633			_			-	532.47	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	02/25/05 26634	32		**		•	_	85,80	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	02/25/05 26635	32		•			-	10,410.86	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	02/25/05 26636		•	-				1,567.50	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			•	•	-		_		102
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	02/28/05 26692		•	-	_	•	•		. 99
02/28/05 26694 32 1,374.50 1,374.50 99 02/28/05 26695 32 899.38 899.38 99				-			-	8,843.55	99
02/28/05 26695 32 899.38 899.38 99			•	 ·	-		-	1,374.50	99
· · · · · · · · · · · · · · · · · · ·			•	w	_		_	•	99
03/01/05 26746 32 1,193.60 1,193.60 98				-			_	1,193.60	98

Invoice	Case 1:0	5-q	∨-03 445 — Doc	µment 48-3	Filed 07/17/2	008 Page 49	of 64	Days
Date	Numbe		Amount Due	1-30	31-60		Over 90	Aged
03/02/05		32	10,890.80	<u>-</u>		-	10,890.80	97
03/02/05		32	396.44	-		•	396.44	97
03/02/05		32	6,162.40	. •	-	-	6,162.40	97
03/03/05		32	1,337.75	-	•	, -	1,337.75	96
03/04/05	26886	32	189.64	٠. ـ	••	· -	189.64	95
03/07/05			2,807.62	-		₩	2,807.62	92
03/07/05		32	6,205.64	щ		***	6,205.64	92
03/07/05		32	2,681.78	-	-		2,681.78	92
03/07/05		32	374.50	_		-	374.50	92
03/08/05		32	292.74				292.74	91
03/08/05		32	229,30	_		_	229.30	91
03/0B/05		32	294.25	•	-	. -	294.25	91
03/08/05		32	250.75	_	NE	-	250.75	91
03/08/05		32	263.24		-		263.24	91
03/08/05	•	32	282.73		-	**	282.73	91
03/08/05		32	597.83	· •	·	, ••	597.83	91
.03/08/05		32	3,615.33	=		•••	3,615.33	91
	27008		• 11,181.50		· -	•	11,181.50	91
03/08/05		32	529.00			•	529.00	91
03/08/05		32	8,265.00		. -	-	8,265.00	91
03/08/05		32	691.20	,		-	691.20	91
03/08/05		32	172.80	_		-	172.80	91 .
03/08/05		32	450.00	-	_	_	450.00	91
03/09/05		32	176.80	٠	,	176.80	-	90
	27139	32	1,075.32	- 44	-	1,075.32	_	89
03/10/05		32	2,391.20	-	_	2,391.20	-	. 89
03/10/05		32	3,106.62	, , ,,,	-	3,106.62	-	89
	27178	32	482.44		-	482.44	_	88
	27179	32	•	_	:	2,943.50	-	88
	5 27180	32	-		-	2,943.50		88
	5 27181	32	•	_	-	500.58	_	88
	5 27182	32		_	••	1,281.39		88
	5 27183	32	•	_	-	499,66		88
	5 27231	32		_	_	10,940.58	, =	85
	5 27232	32	•		_	1,039.66	-	85
	5 27233	32	-	, -	_	177.76		85
	5 27234	32			_	1,208.66	_	85
	5 27283	32	•			74.17	-	84
				*		124.99	_	84
	5 27284	32		-	_	198.30		84
	5 27285	32		-	-	6,932.60	-	84
	5 27286	32	•	-	- .	363.2B		83
	5 27333			-	-	749.82	_	82
	5 27388 5 27388			-		1,146,42		. 82
03/17/0	5 27389	32	2 1,146.42	. =	-	1,140,42	-	

ſ	'Invoice	Carsector	2 5-d	v-03445 Doc	ument 48-3	Filed 077491/20	oagepage 50	of 64	Days
	Date	Numbe		Amount Due	1-30	31-60	61-90	Over 90	Aged
Į	03/17/05	27390	32	1,411.00	-		1,411.00	_	82
	03/17/05		32	1,221.00		-	1,221,00	, -	82
	03/17/05		32	1,177.00	-	_	1,177.00	•	82
	03/18/05		32	10,959.20		-	10,959.20	-	81
	03/18/05		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		32	365.90°	• _	-	365.90	-	78
	03/21/05		32	565,64	· -	er.ue ee *	565.64	-	78
	03/21/05		32	1,016.35	_	-	1,016.35	-	78
	03/21/05		32	1,290,82	•	*	1,290.82	. · _	78
	03/22/05		32	1,706.47	10	-	1,706.47	-	77
	03/23/05		32	219.56	_	-	219.56	-	76
	03/23/05		32	945.79	-		945.79	•	76
	03/24/05		32	10,997.96	· •••		10,997.96		75
-	03/28/05		32	1,390.03	_	, -	1,390.03	, .	71
	03/28/05		32	665.46	·		665,46	· -	71
	03/29/05		32	596.01	_	-	596,01	-	70
	03/29/05		32	80.05	_	No	80.05	~	70
	03/29/05		32	401.33	_	. <u>-</u>	401.33		70
	03/29/05		32	67.00	_	_	67.00	=	70
	03/29/05		32	10,925.76		-	10,925.76		70
	03/29/05		32	2,355,70		<u>.</u> .	2,355.70		69
	03/30/05		32	264.50	_	_	264.50		69
			,		_		155.49		68
	03/31/05			155.49	<u>-</u>		1,061.07		68
	03/31/05		32	1,061.07	, -	- -	401.12		68
	03/31/05			401.12	_		732.24		67
	04/01/05				7	_	(2,943.50		64
	04/04/05			• •	. ~		7,855.63	r	64
	04/04/05		32		_	, , , , , , , , , , , , , , , , , , ,			64
	04/04/05			•		~	2,057.35		64
	04/04/05			•	-	-	10,944.00		63
•	04/05/05			•	-	, -	114.00		63
		27958		•	- ,	-	331.04		63
		27959				-			62
		27996		•	-	₩	7,767.42		61
		5 28033		•	-	•	3,665.89		61
		5 28034		•	-	-	1,174.73	•	61
		5 28035		•	-		2,360.11	· -	
		5 28079			-	433.17			: 60
		5 28080		•		2,006.28		_	60
	04/11/0	5 28120	32	704.40	-	704.40	-	· -	57
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GBP Confidential

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Invoice Caseolice5-cv	-03445 Docu	ment 48-3	Filed OTMO7/200	ageф _{age 5}	1 of 64	Days
1 <u></u>		1-30		1-90	Over 90	Aged
04/11/05 28117 32	568.71	, =	568.71	• .	_	57
04/11/05 28118 32	1,661.91	_	1,661.91	7	• -	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	<u>.</u>	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
- · · · · ·	1,079,23	_	1,079.23	_	-	49
** *	2,859.50	_	2,859.50	. _	-	48
- · · · - · · · · · · · · · · · · · · ·	403.66		403.66	_	-	47 .
	434,32	_	434.32		-	46
04/22/05 28543 32 04/22/05 28540 32	79.15	- -	79.15	_	-	46.
	309.55	_	309.55	-	, 	46
04/22/05 28541 32			10,807.20	-		46
04/22/05 28542 32	10,807.20	-	(180.00)	_	-	45
04/23/05 OPMT 32	(180.00) 891.32	" .	891.32	_	· 🛶	43
04/25/05 28575 32		_	630.18			43
04/25/05 28576 32	630.18	-	1,571.34		_	43
04/25/05 28577 32	1,571.34	-	420.83			42
04/26/05 28630 32	420.83	-	2,203.43		· -	42
04/26/05 28631 .32	2,203.43		2,209.43 556.08		٠	42
04/26/05 28632 32	556.08	-	259.07	,		42
04/26/05 28633 32	259.07	•		-		41
04/27/05 28673 32	2,888.60	-	2,888.60 424.56	<u>-</u>		41
04/27/05 28674 32-		-		_	_	40
04/28/05 28715 32	472.59	-	472.59		_	39
04/29/05 28779 32	250.75	•	250.75	 		39
04/29/05 28780 32	•	. •	112.17	-	-	· 36
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			35
05/03/05 28860 32	*	-	7,562.46	-	_	35
05/03/05 28861 32	•	-	10,993.40	-	-	35 35
05/03/05 28862 32	•	•	6,547.16		, ~	35
05/03/05 28863 32	•	-	1,222.99	-		34
05/04/05 28900 32			362.30	-		. 32
05/06/05 28984 32	:	-	10,869.52	-	• •	. 32
05/06/05 28985 .32	1,816.06	-	1,816.06	**	-	. 0 <u>2</u>

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Page 5

Γ	Invoice	Cangold	<u>2</u> 5−c	v -03 445 — Doci	ment 48-3	Filed 07/17/2/20	oogge ge P a	age 52	of 64	Days
ŀ	Date	Numbe		Amount Due		31-60	61-90		Over 90	Aged
L	05/06/05	28986	32	7,143.95	5	7,143.95	,	-	·	32
	05/06/05		32	4,253.75	· -	4,253.75	•	-	<u>-</u> .	32
	05/06/05	28988		2,237.20	=	2,237.20		_	, -	32
	05/09/05		32	756.32	756.32	· -		_		29
	05/09/05		32	108,48	108.48			-		29
	05/09/05		32	1,433,26	1,433.26	-		-		29
	05/09/05		32	1,885.31	1,885.31	×		-	-	29
	05/10/05		32	3,892.50	3,892.50	-			-	28
	05/10/05		32	3,175.22	3,175.22	•			-	28
	05/11/05		32	•	2,587.67	-	•			27
	05/11/05		32	11,030.26	11,030.26	•				26
	05/12/05		32	77.84	77.84	-		_	<u>.</u> .	26
	05/12/05		32	296.72	296.72	-		-	-	26
	05/12/05		32	193.05	193.05	_		-	·	26
	05/13/05		32	145.51	145.51	,		-		25
	05/13/05		32	1,099.29	1,099.29	•	•	_		25
	05/13/05		32	712.40	712.40	•		_	_	25
	05/13/05		32	11,660.76	11,660.76	. .		_	_	25
	05/13/05		32	1,765.12	1,765,12	-		**	_	25
	05/13/05		`32	96.40	96,40	*		-	-	25
	05/16/05		32	•	6,395.20	<u>.</u>			_	22
	05/16/05		32	322.63	322.63	, "		_		22
	05/16/05		32	494.65	494.65	· -		_	-	22
	05/17/05		32		6,547.39				_	21
	05/17/05		32	•	958.80	•	•	_	· —	21
	05/19/05				10,831.90			-	-	19
	05/20/05		32	1,463.65	1,463.65			_	_	18
	05/20/05		32	1,118.32	1,118.32	, -		-	-	18
	05/23/05		32	•	396.00			•	-	15
	05/23/05		32		376.12	· <u>-</u>		~	-	15
	05/23/05		32		7,489.63			-	No.	15
	05/23/05			<u>-</u>	1,119.70	-		-	· _	15
	05/24/05				72.96	-		-	•	14
	05/24/05			•	143,48	-		-	. •	14
	05/24/05				10,285.58			-	-	. 14
	05/25/05			•	2,529.71	; _		_	•	13
	05/25/05		•	•	4,024.22	-	• •	_	-	13
	05/26/05			• •	688.01	_		_		12
	05/27/05		32		10,944.00	- ·		-	-	11
	05/27/05			• •	7,612.93			-	-	11
	05/27/05				3,142.50		- •		,. -	. 11
	05/27/05			•	2,022.23	-		-	•	11
	05/31/05				902.53	-		-	-	7
		5 29727			2,413.59	• _		-	_	7 ·
						•			_	

GBP Confidential

Page 6

'Invoice	Chamic	0 5-0	v-03445	Do	ument 48-3	Filed 0	<u> </u>	00%ge中age 53	3 of 64	Days
Date	Numb	er	Amount D		1-30	31-6D		-61 - 90	Over 90	Aged
06/01/05	29775	32	268.	18	268.18				-	6
06/03/05	29871	32	338.	57	338.67	•	-	- ·	-	4
06/03/05	29872	32	9,842.	00	9,842.00		_	-	- .	4
06/03/05	29873	32	1,303.0	02	1,303.02		-	. -	-,	4
06/06/05	29909	32	799,	88	799.88		-	-	wet	1
06/06/05		32	185.	64	185.64		~	·	-	• 1
	,		•			• •	•			
٠	TOTALS	3	668,441.	23	135,949.23	135,3	27.26	132,037.25	265,127.49	, ·
			•	-		•			•	
Last Payr	nents:						,	•	•	•
		F	Rec'd 5/26/	05	\$36,151		•			
		· F	Rec'd 5/18/	05	\$30,053					
			Rec'd 5/10/		\$11,208					

EXHIBIT 2

UNLIMITED CONTINUING GUARANTEE

Document 48-3

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, II, 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. Guaranter 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. Guaranter 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.

Rev. 3/98 1 Form# 22-015

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

Dated this $\frac{1}{2}$ day of $\frac{1}{2}$ day of $\frac{1}{2}$ day of $\frac{1}{2}$ day of $\frac{1}{2}$

X

Fred Oscarson, Personally

JeFFOscarson, Personally

KANZ, ILLINOIS

(County/State)

Mirin Zein Seh - 6/25/02

OFFICIAL SEAL

CHRIS T ZWINGELBERG

MY COMMISSION EXPRES:00/25/02

###

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

EXHIBIT 3

Case 1:05-cv-03445 Degument 48-3 Filed 07/17/2008

Page 59 of 64

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.con

Charles J Myler

Myler Ruddy & McTavish 111 W Downer Pl Ste 400 Aurora, IL 60506 530-897-8475 Trustee

lra 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	2	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	4	Notice of Filing Filed by Robert R Benjamin on behalf of Jeffrey F. Oscarson (RE: 3 Declaration Re: Electronic Filing). (Benjamin, Robert) (Entered: 10/13/2005)
10/14/2005	. 5	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

Case 1:05-cv-03445 | Decument

Pogumenti48 3tcy Füed A7/17/2008

Page 60 of 64

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 3chaumburg, IL 60194

3SN: xxx-xx-5478

Debtor ıka

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

lra 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	1	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	2	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: 2 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	• • .	Amenued 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	7	Notice of Filing Filed by Robert R Benjamin on behalf of Oscar Fred Oscarson (RE: 6 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	9	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					

電 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: Date: (312) 521-2100. 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



lesponses and Replies

: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

otice of Electronic Filing

he following transaction was received from Choi, Soo entered on 11/9/2005 at 2:36 PM CST and filed on 1/9/2005

lase Name:

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

'ase Number:

1:05-cv-3445

iler:

Green Bay Packaging, Inc.

ocument Number: 26

ocket Text:

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

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

ocument description:

Iain Document

riginal filename:

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lectronic document Stamp:

3TAMP dcecfStamp_ID=1040059490 [Date=11/9/2005] [FileNumber=1830994-0 [759175d9891c844da465694e5503cb3a804b38d16e617c2b1460b160ea452f9d45a 2d10be7fecea8f44c1edbe5eed03b85a1c82a142a75655b151a7538f3dbf]]

ocument description: Exhibit Exhibit 1

riginal filename:n/a

lectronic document Stamp:

3TAMP dcecfStamp_ID=1040059490 [Date=11/9/2005] [FileNumber=1830994-1 [4410eee35ee2a3d1088c6e74bfdf1e0c2f769a2375be700af5adbd35d718111d12f b39830a4dcddc797c3e1326a7dc4ec30abc5f6c3847daa7e0b16c9deaff]]

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ocument description: Exhibit E bit Document 48-3 Filed 07/17/2008 Page 64 of 64

riginal filename:n/a

lectronic document Stamp:

GTAMP dcecfStamp_ID=1040059490 [Date=11/9/2005] [FileNumber=1830994-2 [4ccbceb8e54e0b0156996f825347fd75c290eba44e4215a20a75a50fac2f390e0da 7873c3e9ee71b6413d3a40337edaee1812775d153b1fbf0ed3168ed12d31]]

ocument description: Exhibit Exhibit 3

riginal filename:n/a

lectronic document Stamp:

TAMP dcecfStamp_ID=1040059490 [Date=11/9/2005] [FileNumber=1830994-3 [67c053aafa1952521aa5d8e9a09146a76be84ff16873ef2b13e989864555ba98072 42e8ae92558dc5205bc9fb19464153cce417e4fb098b01943a305db971e4]]

ocument description: Exhibit Exhibit 4

riginal filename:n/a

lectronic document Stamp:

GTAMP dcecfStamp_ID=1040059490 [Date=11/9/2005] [FileNumber=1830994-4 [423fa6bd612fc11be96ce030d83057e70a92a5ccaf57a1f7989b6e2e797b45ab140 fec48154fb4f2fa555732ee1ce22ec5aed0f04b7205f160de8d679fab331]]

ocument description: Exhibit Exhibit 5

riginal filename:n/a

lectronic document Stamp:

3TAMP dcecfStamp_ID=1040059490 [Date=11/9/2005] [FileNumber=1830994-5 [9e2aee5e65551632105336ac60f7d49d060132ac3275bbfa5e4ac819145c5395004 91e738aac1bb0292cfbc540d4a15967700a52ca2a85e1271e2bc9127a1e4]]

:05-cv-3445 Notice will be electronically mailed to:

oo Choi schoi@muchshelist.com

'avid Benjamin Goodman dgoodman@muchshelist.com, lgonzalez@muchshelist.com

cott Neil Schreiber sschreiber@muchshelist.com,

:05-cv-3445 Notice will be delivered by other means to:

ohn Kenneth Kallman aw Offices of John Kenneth Kallman 21 North LaSalle Street uite 1200 hicago, IL 60601-1305