

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

IN RE NORVERGENCE LITIGATION,)	
)	Case No. 04 L 12891
(IFC CREDIT CORPORATION, assignee of)	
Norvergence, Inc.),)	(transferred/consolidated)
)	Judge James C. Murray

NOTICE OF MOTION

To: Ms. Debra Devassy
Askounis & Darcy PC
333 North Michigan Avenue, Suite 510
Chicago, IL 60601
ddevassy@askounisdarcy.com

Ms. Beth Alcantar
IFC Credit Corporation
8700 Waukegan Road, Suite 100
Morton Grove, Illinois 60053
balcantar@ifccredit.com

To all joint defense counsel via broadcast email

PLEASE TAKE NOTICE that on MARCH 20, 2008 at the hour of 1:30 PM, I shall appear before the Honorable JAMES C. MURRAY, JR., or any Judge sitting in his stead, in the Courtroom normally occupied by him (2005) at the Richard J. Daley Center, 50 W. Washington Street, Chicago, IL 60602 and there and then present the attached (1) Motion for Sanctions, at which time you may appear.



Michael J. Fleck
Attorney for Certain Defendants as set forth
in Exhibit 'A' to Motion

Prepared by:

Michael J. Fleck #34807
Law Office of Michael J. Fleck, P.C.
10771 Route 47 PO Box 992
Huntley, IL 60142
847-669-2558

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COUNTY DEPARTMENT, LAW DIVISION**

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)	Case No. 04 L 12891
(IFC CREDIT CORPORATION, assignee of)	
Norvergence, Inc.),)	(transferred/consolidated)
)	Judge James C. Murray

NOTICE OF FILING/PROOF OF SERVICE

To: Ms. Debra Devassy
Askounis & Darcy PC
333 North Michigan Avenue, Suite 510
Chicago, IL 60601
ddevassy@askounisdarcy.com


Ms. Beth Alcantar
IFC Credit Corporation
8700 Waukegan Road, Suite 100
Morton Grove, Illinois 60053
balcantar@ifccredit.com

To all joint defense counsel via broadcast email

Please take notice that on March 11, 2008, we caused to be filed with the Cook County Circuit Court Clerk, the following:

1. Motion for Sanctions;
2. Notice of Motion; and
3. This Notice of Filing and Proof of Service,

Copies of which are served upon you.

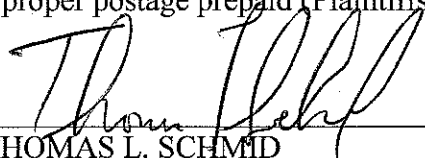


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PROOF OF SERVICE

I, Thomas L. Schmid, an attorney, do hereby certify that on March 11, 2008, I served the foregoing documents on the above-named addressees, by (1) emailing same in PDF format; and (2) depositing same in the United States Mail, proper postage prepaid (Plaintiffs' Counsel only), on or before the hour of 5:00 pm



THOMAS L. SCHMID

Attorney for Certain Defendants as set forth
in Exhibit 'A' to Motion

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) Case No. 04 L 12891
(IFC CREDIT CORPORATION, assignee of)
Norvergence, Inc.),) (transferred/consolidated)
) Judge James C. Murray

MOTION FOR SANCTIONS

NOW COMES the Law Office of Michael J. Fleck, P.C., attorney of record for the defendants attached hereto as Exhibit 'A' in this Consolidated Action, and moves this Court to impose sanctions against Plaintiff IFC Credit Corporation (IFC) and its counsel of record for the reasons set forth below:

1. As this Court is well aware, IFC filed hundreds of lawsuits against numerous defendants, all of which were consolidated before this Court. These lawsuits are related to the transactions concerning IFC, NorVergence, and the individual defendants.
2. IFC is represented by in-house and outside counsel in these matters.
3. A number of defendants filed Motions to Dismiss, challenging the forum selection clause and arguing that IFC should not have filed suit in Illinois.
4. IFC vigorously opposed these motions, and appealed the lower courts' decisions (in Federal and State Court) which initially granted the Motions to Dismiss.
5. Both the Seventh Circuit Court of Appeals and the Illinois Appellate Court, First District, agreed with IFC's contention that jurisdiction is proper in Illinois, reversing the trial Court and remanding the cases for further proceedings. *See, IFC Credit*

Corp. v. Aliano Bros. Gen. Contractors, Inc., 437 F.3d 606, (7th Cir. 2006) and *IFC Credit Corp. v. Rieker Shoe Corp.*, 378 Ill.App.3d 77 (1st Dist. 2007).

6. Among the arguments made by IFC in its Appellate Briefs in *Rieker Shoe*, IFC contended that:
 - a. Illinois has a strong interest in this suit, as IFC is an Illinois Corporation, and “Illinois has a ‘significant and substantial’ interest in resolving cases between Illinois residents”; *IFC Credit Corporation Appellate Brief*, filed July 22, 2005 in *IFC Credit Corp. v. Rieker Shoe Corp.*, 05-1310 (1st Dist. Ill.) at p.31.
 - b. IFC suffered its damages in Illinois as Rieker’s failure to perform under the Agreement caused IFC’s monetary loss to occur in Illinois; *Id.*
 - c. “PolyTech’s separate argument that New Jersey law applies should be rejected . . . the substantial relationship between the chosen forum – Illinois – and the parties justifies enforcement of the choice of law provision” *IFC Credit Corporation Appellate Reply Brief*, dated January 17, 2006 in *IFC Credit Corp. v. Rieker Shoe Corp.*, 05-1310 (1st Dist. Ill.) at pp. 10-12.

Copies of said briefs have been previously tendered to Judge Henry on May 31, 2007, pursuant to request of the Court.

7. As this Court is also aware, the Federal Trade Commission (FTC) has filed its suit against IFC for violations of the FTC Act. This case is pending in the Federal District Court for the Northern District of Illinois as Cause Number 07-cv-03155.
8. Thus, IFC has chosen Illinois as the forum for these actions, vigorously and successfully defended this forum, rejecting New Jersey law. The cases before this Court and the FTC case are still pending in Illinois.

9. In New Jersey, a class action suit was filed against all NorVergence Lessors entitled *Exquisite Caterers et al. v. Popular Leasing et al.*, Docket No.: MON - L-3686-04. In 2006, many of the NorVergence Leasing Companies settled the class action matters. IFC did not initially settle, and instead continued to pursue the hundreds of cases it filed in Illinois.
10. Recently, without informing this Court, any defense counsel, and on information and belief, without informing the FTC or the Federal Court in the FTC action, and completely contrary to all of IFC's arguments before the Illinois Courts, IFC had engaged in negotiations with the New Jersey class action counsel and in fact brokered a supposed settlement in the New Jersey class action matter, agreeing to a nationwide class. A copy of the order and legal notice is attached hereto as Exhibit 'B' and made a part hereof.
11. The "settlement", which is believed to have been entered on February 26, 2008, purports to resolve all claims between IFC and your defendants in this Consolidated matter.
12. Since this Order was entered, despite numerous communications with IFC's counsel, no mention of the class action settlement has been made by IFC's counsel to defendants' counsel (movant). Defendants' counsel has not yet received any copy of the order or settlement notice directly from IFC.
13. It is believed that the nationwide class consists of all of the cases pending before this Court in the Consolidated NorVergence matter.
14. Counsel of record for defendants were never made aware of this supposed settlement, nor of the possibility of such a settlement.

15. Furthermore, Counsel of record for defendants were not included in any settlement negotiations, nor asked for any input in the settlement.
16. Even after the settlement order was entered in the New Jersey class action, IFC never made Counsel of record for your defendants aware of the settlement. Counsel for defendants were made aware of this settlement from FTC counsel and from clients who received legal notice of the settlement directly from IFC.
17. Moreover, IFC, knowing that all of these defendants are represented by counsel, sent the settlement notification directly to defendants, and not through counsel of record, not even copying counsel of record on this direct communication, nor seeking permission to communicate same.
18. IFC's actions have undermined this Court's authority to adjudicate these matters – the Court that it chose to adjudicate its claims by filing hundreds of suits in this county.
19. IFC's actions have adversely affected defense counsel's relationship with their clients by calling into question what is being done by their attorneys to properly defend and pursue defendants' claims in this Court, while some unknown settlement was being brokered elsewhere.
20. This is not the first time that IFC has directly communicated with represented defendants in this matter without permission from counsel. In June, 2005, IFC sent demand letters directly to represented defendants, threatening "Legal Action", unless payment is made, *even though the case had been pending for almost one year*. A sample of such a letter is attached hereto as Exhibit 'C' and made a part hereof.
21. IFC Credit Corporation and its counsel should be sanctioned because:

- a. Despite arguments to the contrary filed in pleadings with Courts in these cases, IFC has, without the knowledge, input or consent of this Court or defense counsel, abrogated the forum selected by IFC and under the cover of darkness, negotiated a settlement that purports to resolve the cases it filed in Illinois, using a distant forum that it claimed did not apply to these cases. Had IFC not challenged the motions to dismiss, these defendants would not have expended considerable funds challenging the jurisdiction that IFC abrogated in favor of New Jersey.
- b. Even though the purported class settlement offers an “opt-out” provision, IFC’s actions have undermined this Court’s authority to adjudicate these matters, and have adversely affected defense counsel’s relationship with their clients by calling into question what is being done by their attorneys to properly defend and pursue defendants’ claims in this Court.
- c. IFC violated its duty to be honest and forthright with this Court. *Semmens v. Semmens*, 77 Ill.App.3d 936, 940 (4th Dist., 1979);
- d. Attorneys for IFC are under a duty as officers of the court to make full and frank disclosure of all matters which the court ought to know and has a duty of candor to the court. *City of Chicago v. Higginbottom*, 219 Ill.App.3d 602, 628 (1st Dist. 1991); *People v. Slezzer*, 8 Ill.App.2d 12, 22 (2 Dist. 1955);
- e. IFC failed to inform opposing counsel of negotiations of settlement (*Pittman v. Lageschulte*, 45 Ill.App.2d 207, 221 (2nd Dist. 1964)), or an order that purports to be dispositive of the matters pending before this Court (*Cooper v. United Development Co.*, 122 Ill.App.3d 850, 856 (1st Dist. 1984)).

- f. Without first obtaining consent, IFC corresponded directly with parties represented by counsel with legal documents purported to be potentially dispositive of the action pending in this Court. Such communication disrupts the attorney-client relationship established between defense counsel and defendants, drawing question as to the establishment of such a settlement without their attorney's input and is a clear and direct violation of R.P.C. 4.2.

WHEREFORE, Defendants, through their counsel, respectfully request that this Court sanction IFC and its attorneys for its abhorrent conduct toward this Court and these proceedings as follows:

1. Enjoining IFC from adjudicating and disposing of the claims in this litigation in any jurisdiction other than this Court;
2. Requiring IFC to reimburse defendants for attorney fees and costs associated with challenging the forum selection clause, as it vigorously fought for jurisdiction in Illinois, only to abrogate its selected forum in the end.
3. Other and further sanctions as this Court deems appropriate.



Michael J. Fleck
Attorney for Defendants
(as listed)

Prepared By:

Michael J. Fleck #34807
Law Office of Michael J. Fleck, P.C.
10771 Route 47 PO Box 992
Huntley, IL 60142
847-669-2558

EXHIBIT A
Defendant List

Law Office of Michael J. Fleck, P.C.

03-11-08 Consolidation Report

Case No	Lessor	Client	Guarantor	Status
04 M2 2010	IFC Credit Corp	Moore Construction Management, Inc.	Stan Moore	Motion to Dismiss
04 M2 2011	IFC Credit Corp	Smith Brothers Electric Co., Inc.	Raymond W. Smith	Motion to Dismiss
04 M2 2051	IFC Credit Corp	Continental Auto Parts, LLC	Thomas Lee	Motion to Dismiss
04 M2 2054	IFC Credit Corp	John Galt Insurance Agency Corporation	None	Motion to Dismiss
04 M2 2056	IFC Credit Corp	First Cable Line, Inc.	Kou Chueh Lin	Motion to Dismiss
04 M2 2060	IFC Credit Corp	BIT California, LLC	Steve Shill	Motion to Dismiss
04 M2 2067	IFC Credit Corp	Thunderhorse Saloon, Inc.	Christina Antee	Motion to Dismiss
04 M2 2119	IFC Credit Corp	Microphoto, Incorporated	None	Motion to Dismiss
04 M2 2122	IFC Credit Corp	RGH Enterprises, Inc.	Robert Hume	Motion to Dismiss
04 M2 2125	IFC Credit Corp	Lagniappe Enterprises, Inc.	Martin Silverberg	Motion to Dismiss
04 M2 2154	IFC Credit Corp	Quick Thrift Foods, Inc.	James E. Barlow	Motion to Dismiss
04 M2 2168	IFC Credit Corp	Detweiler's Propane Gas Service, LC	None	Motion to Dismiss
04 M2 2172	IFC Credit Corp	Ronan Sign Company, Inc.	Nancy Schneider	Motion to Dismiss
04 M2 2182	IFC Credit Corp	Mariela's Travel Corp.	Antonio Moulton	Motion to Dismiss
04 M2 2187	IFC Credit Corp	Independent Associates of Pennsylvania, Inc	Preston D. Joswiak	Motion to Dismiss
04 M2 2220	IFC Credit Corp	Reliable Care LLC	Julie Nweke	Motion to Dismiss
04 M2 2224	IFC Credit Corp	B & G Industrial Rentals, INC.	Cherie A. Hudson	Motion to Dismiss
04 M2 2229	IFC Credit Corp	Fulgo, Inc.	Roger C. Ho	Motion to Dismiss
04 M2 2231	IFC Credit Corp	Foot & Leg Healthcare Specialists, P.A.	Douglas Elleby	Motion to Dismiss
04 M2 2233	IFC Credit Corp	Auto Trim Design of Suncoast, Inc.	William G. Davis	Motion to Dismiss
04 M2 2234	IFC Credit Corp	Harry Major Machine & Tool Co.	None	Motion to Dismiss
04 M2 2259	IFC Credit Corp	AC Trucking, Inc.	Chris Athanasiadis	Motion to Dismiss
04 M2 2270	IFC Credit Corp	Village Restaurants, LLC	James Verfurth	Motion to Dismiss
04 M2 2271	IFC Credit Corp	Brac Properties, LLC	Rhonda Erlich	Motion to Dismiss
04 M2 2318	IFC Credit Corp	Vanguard Controls, Inc.	Peter Marcus	Motion to Dismiss

Case No	Lessor	Client	Guarantor	Status
04 M2 2321	IFC Credit Corp	Wesley H. Smith Landscape Contractors	Wesley H. Smith	Motion to Dismiss
04 M2 2325	IFC Credit Corp	Walnut Hill Paint Company, Inc.	None	Motion to Dismiss
04 M2 2327	IFC Credit Corp	R.D. Spicher Enterprises, Inc.	Randall D. Spicher	Motion to Dismiss
04 M2 2328	IFC Credit Corp	Kevil Chevrolet, Inc.	Michael Kevil	Motion to Dismiss
04 M2 2330	IFC Credit Corp	Saddleback Properties, Inc.	Michael Simon	Motion to Dismiss
04 M2 2344	IFC Credit Corp	Lasfeli Export, Inc.	Luis Aguirre	Motion to Dismiss
04 M2 2376	IFC Credit Corp	Girl Scouts of the USA	Kimberly Karl	Motion to Dismiss
04 M2 2401	IFC Credit Corp	German Auto World, Inc.	None	Motion to Dismiss
04 M2 2404	IFC Credit Corp	Active Wave, Inc.	Touraj Ghaffari	Motion to Dismiss
04 M2 2415	IFC Credit Corp	Dowd Builders, Inc.	Kevin Dowd	Motion to Dismiss
04 M2 2460	IFC Credit Corp	Edgley Construction Group, Inc.	Robert Edgley	Motion to Dismiss
04 M2 2473	IFC Credit Corp	Unicasa Global-Realty & Management, Inc.	Diego Rios	Motion to Dismiss
04 M2 2477	IFC Credit Corp	White Flint Venture Group, Inc.	James B. Thomas	Motion to Dismiss
04 M2 2512	IFC Credit Corp	Galaxy Electronics Associates, Inc.	None	Motion to Dismiss
04 M2 2524	IFC Credit Corp	Zua Autoparts, Inc.	None	Motion to Dismiss
04 M2 2613	IFC Credit Corp	Surface Center, Inc.	None	Motion to Dismiss
04 M2 2625	IFC Credit Corp	Elite Body Works, Inc.	James Gatto	Motion to Dismiss
04 M2 2635	IFC Credit Corp	Wilson Power, Inc.	James M. Wilson	Motion to Dismiss
04 M2 2637	IFC Credit Corp	Magnetic Technologies, Ltd.	None	Motion to Dismiss
04 M2 2694	IFC Credit Corp	Stop and Go, Inc.	Joseph Zahara	Motion to Dismiss
04 M2 2764	IFC Credit Corp	Fashion Cleaners, Inc.	Covy Cantville	Motion to Dismiss
04 M2 2765	IFC Credit Corp	C & B Signs, Inc.	Carol A. Brodeur	Motion to Dismiss
04 M2 2782	IFC Credit Corp	Robert Richardson d/b/a Bob's Transmission	Robert F. Richardson,	Motion to Dismiss
04 M2 2846	IFC Credit Corp	Lalji Investors, LLC	Hemant G. Thaker	Motion to Dismiss
04 M2 2851	IFC Credit Corp	Martin C. Beisner Co. d/b/a Quality Printing	Bonnie B. Ferguson	Motion to Dismiss
04 M2 2908	IFC Credit Corp	Thomas R. Riggs d/b/a Compusolutions, Inc.	None	Motion to Dismiss
04 M2 2925	IFC Credit Corp	Hotsy Equipment Company	Jacob Schlicht	Motion to Dismiss
04 M2 3020	IFC Credit Corp	Peerless Coatings, LLC	Richard W. Bottoni	Motion to Dismiss

Case No	Lessor	Client	Guarantor	Status
04 M2 3026	IFC Credit Corp	K & D Industries, Inc.	Kenneth M. Lafser	Motion to Dismiss
04 M2 3028	IFC Credit Corp	Red Ribbon Bakeshop, Inc.	Daniel M. Moran	Motion to Dismiss
04 M2 3030	IFC Credit Corp	Sonic Boom Mobile Electronics and Pagers,	Christopher R. Delucia	Motion to Dismiss
04 M2 3206	IFC Credit Corp	RES Properties, Inc.	Robert Small	Motion to Dismiss
04 M3 2646	IFC Credit Corp	South Coast Dental Laboratory, Inc.	Richard L. Hale II	On Appeal
04 M3 2648	IFC Credit Corp	Restaurant Graphics, Inc.	Thomas Stavrakis	On Appeal
04 M3 2670	IFC Credit Corp	W & S Hubbell, Inc.	William R. Hubbell	On Appeal
04 M3 2674	IFC Credit Corp	J&W Cycles, Inc.	Nancy K. Jones	On Appeal
04 M3 2675	IFC Credit Corp	Vehicle Equipment Company, Inc.	Daniel R. Davis	Motion to Dismiss
06 M2 1089	IFC Credit Corp	Trucatrice	Pedro H. Alonzo	Motion to Dismiss
06 M2 1678	IFC Credit Corp	Michael Sculley d/b/a Sprint Printing	Michael Sculley	Motion to Dismiss
06 M2 1679	IFC Credit Corp	PBO Corp.	David Postier	Motion to Dismiss
06 M2 1701	IFC Credit Corp	Glendale Area Schools Federal Credit Unio	Stuart Perlitsh	Motion to Dismiss
06 M2 1706	IFC Credit Corp	Ripp Modifications, LLC	Ross Esposito	Motion to Dismiss
06 M2 1709	IFC Credit Corp	The Monroe Group, LLC	John Christo and Mark	Motion to Dismiss
06 M2 1715	IFC Credit Corp	J.A. Archambault & Son, Inc.	Leon Archambault	Motion to Dismiss
06 M2 1718	IFC Credit Corp	RJR Kids LLC	Randall R. Hodges	Motion to Dismiss
06 M2 1720	IFC Credit Corp	Katz, Ippoliti & Co., P.C.	Barry Katz	Motion to Dismiss
06 M2 1723	IFC Credit Corp	Spanjer Corp.	Steven Silverberg	Motion to Dismiss

EXHIBIT B

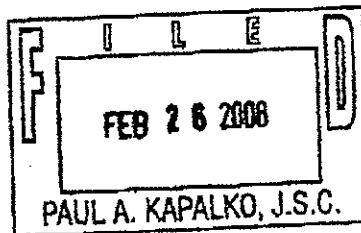
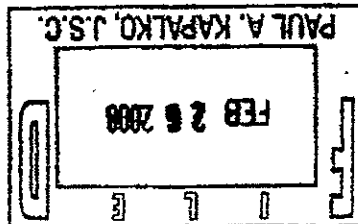
**New Jersey Class Action and
Legal Notice**

KANTROWITZ, GOLDHAMER &
 GRAIFMAN, P.C.
 210 Summit Avenue
 Montvale, New Jersey 07645
 Tel: (201) 391-7000

GREEN & PAGANO, LLP
 522 Rt. 18, P.O. Box 428
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 Tel: (732) 390-0480

COHN LIFLAND PEARLMAN
 HERRMANN & KNOFF, LLP
 Park 80 Plaza West One
 Saddle Brook, New Jersey 07663
 Tel: (201) 845-9600

Attorneys for Plaintiff



_____	X	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION:
EXQUISITE CATERERS, LLC,	:	MONMOUTH COUNTY
ET ALS., on behalf of themselves	:	DOCKET NO. L-3686-04
And all others similarly situated,	:	
	:	
Plaintiff,	:	CIVIL ACTION
	:	
-vs-	:	ORDER OF APPARENT
	:	MERIT AND OTHER RELIEF
POPULAR LEASING USA, INC.,	:	
ET ALS. AND DOE CORPS 1-40,	:	
	:	
Defendant.	:	
_____	X	

This matter having come before the Court for an Order preliminarily certifying a settlement class and preliminarily approving a settlement between plaintiff, Tri-State Pump, Inc., individually and on behalf of the proposed Settlement Class (the "Class"), and defendant IFC Credit Corporation and the Court having reviewed the Settlement Agreement executed by the parties and the attachments thereto and the parties having consented to the entry of this Order;

IT IS ON THIS Tuesday of February, 2008

ORDERED AS FOLLOWS:

1. This action may be provisionally maintained as a class action.
2. The following settlement class is provisionally certified:

All for profit and non-profit entities and all individuals throughout the United States that entered into, or guaranteed, Rental Agreements. Rental Agreements are defined as "rental agreements with Norvergence for the lease of telecommunications equipment or provision of services to be supplied by or on behalf of Norvergence which Rental Agreements were purchased and are currently held by Defendant in total or in part and for which there was a balance remaining due to Defendant on such Rental Agreement as of July 15, 2004. Excluded from the Class are any entities who had already paid the full amount due under the agreement prior to July 15, 2004, or had entered into an independent settlement agreements with the settling Defendant directly on or after July 15, 2004 and prior to December 31, 2008.

3. The plaintiff and Class counsel provisionally are found to fairly and adequately represent the interests of the Class and to satisfy the requirements to be representatives of and counsel to the Class.

4. Without prejudice to final consideration, the terms and conditions of the Settlement Agreement, and the settlement provided for therein, are preliminarily approved as fair and reasonable, and in the best interests of the Class.

5. A hearing shall be held before the Court at 2:30 p.m. on April 18, 2008 in Courtroom _____ at the Superior Court of New Jersey, Monmouth County Courthouse, 71 Monument Park, Freehold, New Jersey: (a) to determine whether the proposed settlement is fair and reasonable to the Class and whether the final judgment and approval should be entered by the Court, and (b) to consider the application of Class counsel for an award of attorneys' fees and for reimbursement of expenses.

6. The Notice of Class Action attached to the parties' Settlement Agreement as Exhibit "A" is approved for the purpose of notifying the Class as to the proposed settlement, the hearing thereon, and the rights of members of the Class with respect thereto.

7. Defendant shall provide notice to the Class by sending at the defendant's expense the Notice of Class Action to the respective lessees of the Defendant who are members of the Class by first class mail not less than 45 days prior to the date set for final hearing as set forth in paragraph 5 above.

8. Within 15 days prior to the date of the Court's hearing on the Final Judgment and Order referenced in paragraph 5 above, defendant shall file proof, by certification, of the giving of notice.

9. Notice to the Class prescribed by paragraphs 7 and 8 of this Order is hereby found to be the best notice practicable under the circumstances and to satisfy the requirements of Rule 4:32-4 of the New Jersey Rules of Civil Procedure and due process of law and shall constitute due and sufficient notice to all persons entitled thereto.

10. Defendant shall be responsible for all costs and expenses incurred in connection with disseminating the Notice to the Class.

11. Any member of the Class who has not requested exclusion from the Class may appear in person or through a lawyer at the aforementioned hearing and be heard in support of or in opposition to the fairness, reasonableness and adequacy of the proposed settlement, the request for an award of fees and costs, or any other matter discussed in the Notice of Class Action; provided, however, that no person shall be heard in opposition to the proposed settlement, the request for fees and costs, or any other matter unless that

person has filed written objections with the Clerk of the Court, Superior Court of New Jersey, Monmouth County Law Division, 71 Monument Park, P.O. Box 1260, Freehold, New Jersey 07728-1266, postmarked no later than March 31, 2008, with copies to:

Gary Graifman, Esq.
Kantrowitz, Goldbamer & Graifman
210 Summit Avenue
Montvale, New Jersey 07645

12. Any member of the Class who does not make an objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, adequacy, or reasonableness of the proposed settlement or to the request for attorneys' fee and expenses.

13. All individuals, and all for profit and non-profit entities noted in the Class definition contained in paragraph 2 above, shall be deemed members of the Class unless they request to be excluded. If a Class Member requests exclusion, such Class Member will no longer be considered a member of the Class and thus cannot voice approval of or objection to the settlement or the application for attorneys' fees and expenses, will not receive the settlement compensation, and will not be bound by any final judgment and Order entered in this litigation.

14. In order to request exclusion from the Class, a Class Member must mail a written request to the Clerk of the Court, Superior Court of New Jersey, Monmouth County Law Division, 71 Monument Park, P.O. Box 1260, Freehold, New Jersey 07728-1266, postmarked on or before March 31, 2008, with copies to counsel identified in paragraph 11 herein.

15. Plaintiff's counsel shall file his Memorandum of Law in Support of the settlement no later than April 11, 2008.

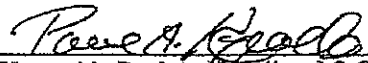
16. Plaintiff's counsel shall file his application for attorneys' fees and expenses no later than April 11, 2008.

17. In the event that the Settlement Agreement is terminated, final approval of the proposed settlement is not provided by the Court, or for any reason the parties fail to obtain a final judgment, then, in any of such events, the Settlement Agreement shall become null and void and of no further force and effect and neither it nor any order or judgment adopting it may be used or referred to for any purpose whatsoever. In that instance, the parties shall have 30 days in which to submit a proposed Order to the Court concerning case management.

18. The Court retains jurisdiction of this action to consider all further applications arising out of or connected with the proposed settlement herein.

19. The parties are directed to carry out their obligations under the Settlement Agreement.

20. Plaintiff's counsel shall serve a copy of this Order on all named parties or their counsel within 7 days of receipt.


Honorable Paul A. Kapalko, J.S.C.

Consent to entry of this Order:

Green & Pagano, LLP

Attorneys for Plaintiff
Tri-State Pump

By: 
Michael Scott Green

Platzer Swergold Karlin Levine
Goldberg & Jaslow, LLP

Attorneys for IFC Credit Corporation

By: 
Steven D. Karlin

SUPERIOR COURT OF NEW JERSEY LAW DIVISION, MONMOUTH COUNTY

**IF YOU, YOUR BUSINESS OR NON-PROFIT ENTITY RENTED
NORVERGENCE TELECOMMUNICATIONS EQUIPMENT PURSUANT
TO A LEASE ACQUIRED BY IFC CREDIT CORP., A CLASS ACTION
SETTLEMENT WILL AFFECT YOU, OR YOUR COMPANY'S, RIGHTS**

You are receiving this notice because the records of IFC Credit Corporation (the "Lessor") reflect that you, your business or non-profit entity ("your Company") entered into, or guaranteed a Rental Agreement or Equipment Rental Agreement (the "Rental Agreement") to finance certain equipment supplied by NorVergence, Inc., which Rental Agreement was acquired by Lessor, and that a balance remained on the Rental Agreement as of July 15, 2004 (the "Event Date").

Pursuant to a proposed settlement in a class action lawsuit described below, the Lessor is offering your Company the opportunity to pay off the Rental Agreement held by the Lessor at a substantial discount and to settle any and all disputes between your Company, any individual guarantor and the Lessor arising from the Rental Agreement.

In order to participate in the settlement terms described herein, your Company must pay all amounts due on its Rental Agreement through July 15, 2004, including 100% of any and all unpaid monthly payments, late fees, and taxes (collectively, the "Cure Amount").

If this Settlement is approved, the Lessor will:

- (a) forgive eighty percent (80%) of the remaining contract balance ("Post-Event Balance") due on your Company's obligations to Lessor under the Rental Agreement after July 15, 2004;
- (b) forgive any late fees and penalties assessed on your Company's account on or after July 15, 2004;
- (c) fully credit any payments your Company made to the Lessor on or after July 15, 2004, including, but not limited to, monthly payments and payments for insurance-related charges, if any (such amount, the "Post-Event Date Payment Credit"); and
- (d) withdraw any and all adverse credit reports the Lessor filed, if any, as a result of not receiving payment on the Rental Agreement on or after July 15, 2004;

Your Company's "Settlement Balance" shall equal the sum of: the Cure Amount; plus the twenty percent of the Post-Event Date Balance; minus your Post-Event Date Payment Credit.

Lessor shall issue a "Refund" to your Company if your Company does not opt out of this Settlement Agreement, and if the Court gives this Settlement Agreement final approval, and if your Company's Settlement Balance is a negative number. In the event a refund to your Company is warranted, Lessor shall send such refund within one hundred eighty (180) calendar days of the settlement becoming final under the terms of the Settlement Agreement. If your

Company's Settlement Balance is positive, you will be obliged to pay it to the Lessor under the terms described herein.

The summary of the details of the settlement terms for your Company are attached hereto in a Summary Sheet.

If you do not take steps to exclude your Company from this settlement, your Company will automatically be included in the class.

**Your Company's Rights Will Be Affected Whether You Act or Don't Act.
Please Read This Notice Carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
YOUR COMPANY CAN DO NOTHING	If your Company does nothing, your Company will automatically be included in the Class Settlement. Your Company and the Lessor will agree to settle all claims that each has or could have arising from the Rental Agreement. If your Company is entitled to a refund under the terms hereof, that refund will be sent to your Company within one hundred eighty (180) days of the settlement becoming final under the terms of the Settlement Agreement. If your Company still owes money under the terms of this Settlement Agreement, the Lessor will send your Company an invoice within thirty (30) days of the settlement becoming final under the terms of the Settlement Agreement. Your Company may choose to (i) pay the invoiced amount <i>less 10%</i> if you pay within thirty (30) days, (ii) pay the invoiced amount in twelve (12) equal monthly payments, or (iii) pay the invoiced amount <i>plus 10%</i> in eighteen (18) equal monthly payments. If your Company fails to pay under any of the above options within thirty (30) days, your Company will be considered in default under the terms of the Settlement Agreement, and your Company's payment obligations under the Rental Agreement will remain in full force and effect and will be enforceable by the Lessor under the Settlement Agreement with no reduction in the outstanding lease payments owed under the Rental Agreement.
YOUR COMPANY CAN EXCLUDE ITSELF FROM THE SETTLEMENT	If your Company does not want to receive the benefits of the Settlement and does not want to give up its right to be part of another lawsuit against the Lessor, your Company must write to Class Counsel to exclude your Company from the Settlement Class. Your Company must send its request for exclusion to Class Counsel by March 31, 2008, in the manner described below.
YOUR COMPANY CAN OBJECT TO THE SETTLEMENT	If your Company does not want to exclude itself, but you do not like something about the Settlement, your Company may write to the Court to explain why your Company doesn't like the Settlement. To see how to send such objections, refer to paragraph 15 of this Notice. Excluding your

	Company from this Settlement is the only sure way to avoid being bound to its terms.
YOU CAN GO TO A HEARING	If your Company objects to the Class Settlement, you may also ask to appear in Court, either on your own or through an attorney of your choosing, and speak to the Court about the fairness of the Settlement.

- These rights and options – **and the deadlines to make your Company’s decision** – are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve this settlement.

BASIC INFORMATION

1. Why did I get this Notice?

Your Company is receiving this notice because the records of the Lessor reflect that your Company entered into a Rental Agreement regarding the finance of certain equipment provided by NorVergence, Inc., and that a balance due to the Lessor remained on your Company’s Rental Agreement as of July 15, 2004. That Rental Agreement is currently held, either in whole or in part, by the Lessor.

Your Company has a right to know about a proposed settlement of a class action lawsuit, and about all of your Company’s options, before the Court decides whether to approve the Settlement. This Notice explains the lawsuit, the Settlement, your Company’s legal rights, what benefits are available through the Settlement, and what your Company must agree to in order to receive those benefits.

The Court in charge of the case is the Superior Court Law Division, for Monmouth County, New Jersey, and the case is known as *Exquisite Caterers, LLC, et al., on behalf of themselves and all others similarly situated v. Popular Leasing USA, Inc., et al. and Doe Corps 1-40*, case No. L-3686-04. The company that brought the suit is called the Plaintiff and the company that was sued, the Lessor, is one of the Defendants.

2. What is this lawsuit about?

One of the Plaintiffs to this case, TRI-STATE PUMP, INC., entered into a Rental Agreement with NorVergence, Inc. for the use of telecommunications equipment supplied by that Company. This Rental Agreement was subsequently acquired by the Lessor. The Plaintiff claimed that the Lessor engaged in commercial practices in violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-2, by entering into such Rental Agreements with Plaintiff and others, and that the Lessor knew or should have known that NorVergence had made misrepresentations to Plaintiff and others concerning the financed equipment. The lawsuit sought damages and injunctive relief. The Lessor has denied each and every one of the Plaintiff’s allegations. Both parties have engaged in extensive investigation of the claims asserted.

3. Why is this a class action?

In a class action, one or more Class Representatives (in this case, TRI-STATE PUMP, INC.), sues on behalf of others who have similar claims. In this case, all individuals, and all for profit and non-profit entities residing in the United States that entered into Rental Agreements with NorVergence, Lessor, or any other lessor for the lease of telecommunications equipment to be supplied by or on behalf of NorVergence, Inc. that were acquired by the Lessor (each such entity, a "Lessee") is a member of the Class.

In a class action, one court resolves the issues in the case for all Class Members, except those who exclude themselves from the Class. Superior Court Judge Paul A. Kapalko is in charge of this class action.

4. Why is there a settlement?

The Court has not decided in favor of either the Plaintiff or the Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the cost of a trial, and all of the Class Members can receive the benefits of the Settlement without bringing their own litigation. The Class Representative and the Class Attorneys think the Settlement is the best resolution for all Class Members.

5. Who is in the Settlement?

The Settlement includes all Class Members defined in the Settlement Agreement as all for profit and non-profit entities and all individuals throughout the United States that entered into, or guaranteed, Rental Agreements except any such entities or individuals which have entered into settlement agreements with the Lessor concerning or related to the Rental Agreements on or after July 15, 2004 and prior to December 31, 2008.

Your Company will automatically be considered part of the Class unless you write to Class Counsel to say your Company wants to be excluded from the Settlement.

THE SETTLEMENT BENEFITS – WHAT YOUR COMPANY WILL GET IF IT REMAINS IN THE SETTLEMENT CLASS

6. What does the Settlement Provide?

If this Settlement is approved, the Lessor will:

- (a) forgive eighty percent (80%) of the remaining contract balance ("Post-Event Balance") due on your Company's obligations to Lessor under the Rental Agreement after July 15, 2004,
- (b) forgive any late fees and penalties assessed on your Company's account on or after July 15, 2004;

(c) fully credit any payments your Company made to the Lessor on or after July 15, 2004, including, but not limited to, monthly payments and payments for insurance-related charges, if any (such amount, the "Post-Event Date Payment Credit"); and

(d) withdraw any and all adverse credit reports the Lessor filed, if any, as a result of not receiving payment on the Rental Agreement on or after July 15, 2004;

Your Company's "Settlement Balance" shall equal the sum of: the Cure Amount; plus the twenty percent of the Post-Event Date Balance; minus your Post-Event Date Payment Credit.

Lessor shall issue a refund to your Company if your Company does not opt out of this Settlement Agreement, and if the Court gives this Settlement Agreement final approval, and if your Company's Settlement Balance is a negative number. If your Company's Settlement Balance is positive, you will be obliged to pay it to the Lessor under the terms described herein.

In order to participate in the settlement terms described herein, your Company must pay the Cure Amount, which is all amounts due on its Rental Agreement through July 15, 2004, including 100% of any and all unpaid monthly payments, late fees, and taxes.

The summary of the details of the settlement terms for your Company are attached hereto in a Summary Sheet.

7. What are my Company's obligations under the Settlement?

In exchange for the benefits listed above, your Company must agree to release the Lessor from any claims concerning your Rental Agreement, as described more fully below. Your Company must also agree to pay the Lessor the Settlement Balance.

8. What are my Company's payment options?

If your Company does not exclude itself from the Settlement Class, the Lessor will send a lump sum invoice to your Company. This lump sum invoice will set forth your Company's Settlement Balance, an amount equal to the Settlement Balance. Your Company may make a lump sum payment of the entire Settlement Balance, less 10%, within thirty (30) calendar days of the date of the Lessor's invoice if you like.

If your Company does not wish to pay the invoice in a lump sum within thirty (30) days, your Company may pay the invoiced amount in twelve (12) equal monthly payments without deduction, or may pay the invoiced amount, plus 10%, in eighteen (18) equal monthly payments.

- If your Company begins paying the Settlement Balance in installments, your Company may pay off the remaining balance at any time without further penalty.

IMPORTANT: If your Company does not exclude itself from the Settlement Class but also fails to make any payment to the Lessor within thirty (30) calendar days of Lessor sending its monthly payment plan invoice, your Company's payment obligations under the Rental Agreement will remain in full force and effect and will be enforceable by the Lessor under the Settlement

Agreement with no reduction in the outstanding lease payments owed under the Rental Agreement.

If your Company begins making payments under either of the installment payment plans discussed above but fails to make any monthly payment within ten (10) calendar days of the date the payment is due, your Company will be notified that it is in default under the terms of Settlement and your Company shall have fifteen (15) calendar days from the date of the default notice to make its monthly payment. If your Company does not make its monthly payment within fifteen (15) calendar days from the date of the default notice, or if your Company fails on three or more occasions to make its monthly payments within ten (10) calendar days of the due date regardless of whether payment is made later, your Company's payment obligations under the Rental Agreement will remain in full force and effect and will be enforceable by the Lessor under the Settlement Agreement with no reduction in the outstanding lease payments owed under the Rental Agreement. Without prejudice to Lessor's right to enforce its rights in any otherwise legally permissible court of competent jurisdiction against Class Members who have opted out of the Settlement Agreement or Defaulting Class Members, Lessor has agreed that it will not institute any legal proceedings against your Company except in New Jersey. If your Company has initiated litigation against Lessor, Lessor may assert counterclaims or separate claims against your Company in any State where such action is pending.

9. What will my Company give up if its stays in the Class?

Unless you exclude your Company by sending a written request for exclusion to Class Counsel, your Company is staying in the Class, and that means that it can't sue, continue to sue, or be part of any other lawsuit against the Lessor about the legal issues in this case. It also means that all of the Court's orders will apply to your Company and legally bind it. If you do not exclude your Company from the Settlement, your Company will be bound by a "Release of Claims," which provides that:

All members of the Class, and each of them (excluding members who have properly requested exclusion) are barred from asserting any of the Settled Class Claims, as hereafter defined. Settled Class Claims includes any claim or cause of action whatsoever, whether known or unknown, that any member or members of the Class ever had, now have, or hereafter can, shall, or may have against the Lessor and/or any of its subsidiaries, parents, affiliates, predecessors, assigns, officers, directors, employees, shareholders, attorneys, and agents by reason of, or arising out of or relating to any and all Rental Agreements including but not limited to any of the facts, transactions, actions, conduct or omissions, actual or purported which were or could have been alleged in this action. All and every member of the Class shall be conclusively deemed to have waived any and all Settled Class Claims as to Lessor.

EXCLUDING YOUR COMPANY FROM THE SETTLEMENT

If your Company doesn't want to accept the Settlement and wants to keep the right to sue or continue to sue the Lessor, on its own, about the legal issues in this case, then you must take

steps to get your Company out of the Settlement. This is called excluding yourself – or is sometimes referred to as “opting out” of the Settlement Class.

IMPORTANT: The fact that your Company may already be engaged with Lessor in litigation about your Rental Agreement does not automatically exclude your Company from the Settlement Class. Also, the fact that your Company may be represented by counsel other than Class Counsel does not automatically exclude your Company from the Settlement Class. To be excluded from the Settlement Class, your Company must write to Class Counsel as described below.

10. How do I get my Company out of the Settlement?

To exclude your Company from the Settlement, you must send a letter to Class Counsel and Lessor’s Counsel. Be sure to include your Company’s name, address, telephone number, and your name and signature. You must mail the exclusion request postmarked no later than **March 31, 2008** to:

Gary Graifman, Esq.
Kantrowitz, Goldhamer & Graifman
210 Summit Avenue
Montvale, New Jersey 07645

Steven D. Karlin, Esq.
Platzer, Swergold, Karlin, Levine & Jaslow
1065 Ave. of the Americas, 18th Floor
New York, NY 10018

You can’t exclude your Company on the phone or by e-mail. If your Company asks to be excluded, your Company will not have settled the outstanding balance on its Rental Agreement, and cannot object to the Settlement. Your Company will not be legally bound by anything that happens in this lawsuit. Your Company may be able to sue (or continue to sue) the Lessor in the future.

11. If I don’t exclude my Company, can I sue the Lessor over my Company’s Rental Agreement in a different lawsuit or court?

No. Unless you exclude your Company, your Company gives up any right to sue the Lessor for the claims that this Settlement resolves. If your Company has a pending lawsuit, speak to your lawyer in that case immediately. You must exclude your Company from this Class to continue your Company’s lawsuit.

12. If I exclude my Company, can I get a discount off my Company’s Rental Agreement?

If you exclude your Company from the Settlement, the Lessor is not obligated to compromise or settle your Company’s Rental Agreement balance and will be free to pursue collection of the full Rental Agreement balance, without any discount. But your Company may sue, continue to sue, or be part of a different lawsuit against the Lessor.

THE LAWYERS REPRESENTING YOUR COMPANY

13. Does my Company have a lawyer in this case?

The Court asked the law firm of Kantrowitz Goldhamer & Graifman, PC in Montvale, New Jersey; the law firm of Green & Pagano, LLP in East Brunswick, New Jersey; and Cohn Lifland Pearlman Herrmann & Knopf, LLP in Saddle Brook, New Jersey to represent your Company and other Class Members. These lawyers are called Class Counsel. Your Company will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the Class Lawyers be paid?

In connection with the Settlement, Class Counsel will file an Application with the Court seeking an award of counsel fees and reimbursement of expenses in the amount of \$150,000. The Court may award less than that amount. The Lessor will pay the fees and expenses that the Court awards. The Lessor will also be responsible for the costs of administering the Settlement. Class members will not pay any attorneys' fees.

OBJECTING TO THE SETTLEMENT

If your Company stays in the Settlement Class, you can tell the Court that you don't agree with the Settlement or some part of it.

15. How do I tell the Court if I don't like the Settlement?

If your Company is a Class Member, your Company can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must mail the objection **no later than March 31, 2008** to the Court and Class Counsel designated below:

Clerk of the Court
Re: Objection to Exquisite Caterers Class Settlement
Superior Court of New Jersey
Monmouth County Law Division
71 Monument Park
Freehold, New Jersey 07728-1266

Gary Graifman, Esq.
Kantrowitz, Goldhamer & Graifman
210 Summit Avenue
Montvale, New Jersey 07645

Be sure to include your Company's name, address, telephone number, your name and signature, and the reasons you object to the settlement.

16. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if your Company stays in the Class. Excluding your Company is telling the Court that your Company doesn't want to be part of the Class. Please note that your Company cannot both exclude itself from the Settlement Class and object to the Class Settlement. If your Company excludes itself from the Settlement Class by sending a written request for exclusion to Class Counsel, then it has no standing to object to Class Settlement by sending a letter to the Court and Class Counsel.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

17. When and Where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at 2:30 p.m. on April 18, 2008, in Courtroom ____ at the Monmouth County Courthouse, 71 Monument Park, Freehold, New Jersey 07728. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Paul A. Kapalko will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Kapalko may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter, posted by no later than March 31, 2008, see paragraph 15 of this Notice.

GETTING MORE DETAILS ABOUT THE SETTLEMENT

20. Are there more details about the Settlement?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by writing Gary Graifman, Esq. Kantrowitz, Goldhamer & Graifman, 210 Summit Avenue, Montvale, New Jersey 07645

DATE:

SUMMARY SHEET

Class Member(s)
 Address
 Account #

Below is Your Company's "Settlement Balance":

Item	Amount
1. Unpaid monthly payments due on your Rental Agreement, plus unpaid late fees and taxes through July 15, 2004 (Cure Amount)	
2. Plus 20% of monthly payments due on your Rental Agreement after July 15, 2004, excluding any late fees or penalties incurred after July 15, 2004 plus applicable taxes paid or incurred by IFC i.e., 20% of your Post Event Date Balance	
3. Minus a credit equal to any payments your Company has made under its Rental Agreement since July 15, 2004, including but not limited to monthly payments, late fees, and penalties	
4. Settlement Balance (Sum of #1, #2, -#3)	

Three Payment Options:

a. Lump Sum Payment (Settlement Balance less 10%)	
b. Twelve monthly payments (Settlement Balance divided by 12)	
c. Eighteen monthly payments (Settlement Balance plus 10% divided by 18)	

EXHIBIT C

Sample of Demand Letter from IFC June, 2005



CREDIT CORPORATION

NOTICE OF LEGAL ACTION

June 13, 2005

Vehicle Equipment Description
4303 Irving Blvd., Suite C
Dallas, TX 75247

RE: **Account Number 22013001**

Dear Sir or Madam:

We have already notified you that your lease with IFC Credit Corporation has "Defaulted and been Accelerated".

You are hereby notified that if receipt of \$34,419.00 due under said Agreement has not occurred by 5 p.m. on June 24, 2005, we then would find no alternative but to take additional legal action on the subject Equipment Rental Agreement to collect full payment of all amounts due pursuant of the terms and conditions set forth under said Agreement.

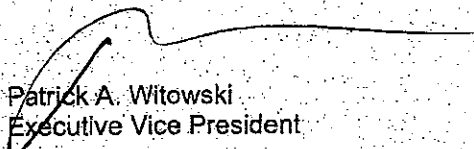
You may not be aware that your representations made by: (1) signing the Equipment Rental Agreement; (2) signing the corresponding Delivery and Acceptance Certificate; and (3) your confirming to IFC Credit Corporation by telephone that the equipment was received and accepted, induced IFC Credit Corporation to purchase your Equipment Rental Agreement from NorVergence.

Your continued failure to make the payments set forth in your Agreement implicates you in misrepresenting to us as to the authenticity of your representations that we relied upon in purchasing your Agreement. Therefore, in order to enforce compliance and collection of the amounts due to us, we will now be filing the serious additional claims of "**Fraud in the Inducement**" and "**Misrepresentation**" against you in court to further assure collection of all amounts due and owing to us, plus attorney's fees and costs.

Receipt of any monies less than the entire amount demanded herein will not alter our rights or intention in connection with the subject Agreement and/or all fraudulent conduct on your part. Any such sums received will be deposited and applied against the sums due, but no such act shall cure any default declared herein or affect acceleration of all sums due as set forth herein.

Sincerely,

IFC CREDIT CORPORATION


Patrick A. Witowski
Executive Vice President

MEMBER

ELA

Equipment
Leasing
Association
of America

8700 Waukegan Road, Suite 100, Morton Grove, Illinois 60053 • (847) 663-6700 • Fax: (847) 663-6701

MEMBER of

UAEI