

July 20, 2005

VIA E-MAIL, FAX AND FIRST CLASS MAIL

Evan Salan
Platzer, Swergold
Plaza 1000 at Main Street
Suite 208
Voorhees, NJ 08043

RE: *In re NorVergence*, Case No. 04-32079-RG; *Diversified Aerospace Srvcs., LLC v. IFC Credit Corp.*, et al, Adv. Proc. No. 04-2862

Dear Evan:

Thank you for your letter conveying your position regarding the settlement between some of our clients and IFC as well as IFC's refusal to appear for its lawfully scheduled deposition.

First and foremost, IFC absolutely remains a party to the adversary proceeding in the above-referenced caption. The settlement agreement between our clients pertained to the plaintiffs listed in Exhibit A appended to the settlement agreement **only**. I find it disingenuous that you doubt this fact now when, after receiving your initial draft settlement documents referencing the dismissal of all claims set forth in the Amended Complaint, I corrected you that the settlement would relate to less than all plaintiffs in the action. I informed you that one plaintiff appeared in the action by accident on our part and would be removed. I also informed you that we were adding other plaintiffs to the case, including plaintiffs that were not on the IFC collateral list; therefore, I insisted that the settlement reference **only** the plaintiffs shown in Exhibit A to the proposed Stipulation and Order, and not to the plaintiffs to the Amended Complaint. To confirm this, *you* then amended the language in the settlement agreement to reflect this change.

The original Stipulation and Order which you prepared on February 16, 2005, provided that this action would be dismissed as against IFC in its entirety:

- "1. In full and final settlement of the claims set forth in the Amended Complaint, . . ."
- "2. The above-titled action shall be dismissed with prejudice pursuant to Rule 41 of the Federal Rules of Civil Procedure as against IFC, and that each party shall bear its own costs and attorneys fees".

See unsigned February ___, 2005, Stipulation and Order, attached hereto as Exhibit 1.

However, the **final** negotiated Stipulation and Order signed on April 21, 2005, provides that the dismissal is limited to those plaintiffs listed in the attached Exhibit A to the Stipulation and Order only, and not to all plaintiffs in the action:

- “1. In full and final settlement of the **claims of the Plaintiffs identified within ‘Exhibit A’ annexed hereto . . .**”
- “2. **With respect to the Plaintiffs who are identified within ‘Exhibit A’ annexed hereto only** the above titled action, the Amended Complaint and all claims made or could have been made therein, shall be dismissed with prejudice pursuant to Rule 41 of the Federal Rules of Civil Procedure as against IFC, and that each party shall bear its own costs and attorneys fees.” (Emphasis supplied).

See signed April 21, 2005, Stipulation and Order, attached hereto as Exhibit 2.

Pursuant to the Court’s scheduling order of May 17, 2005, we filed, on May 19, 2005, an Amended Caption and Amended Exhibit A to the Amended Complaint. A comparison of these two exhibits – Exhibit A to the Settlement Agreement (*see* Exhibit 1, Exhibit A thereto) and the Amended Caption and Amended Exhibit A to the Amended Complaint (*see* Exhibit 3 hereto) -- clearly shows that nine (9) plaintiffs were added to Counts 3 and 4 of the complaint. These nine (9) additional plaintiffs were not parties to the then pending proposal of settlement.¹

The Court’s docket entry stating that IFC has been dismissed pursuant to the terms of the Stipulation and Order signed on May 31, 2005, was clearly a clerical error. If you want to include these additional plaintiffs to the settlement, I would have no objection. If you do not wish to include these additional plaintiffs in the settlement, we need to correct the inaccurate docket entry as the Stipulation and Order approved by the Court clearly does not provide for dismissal of the claims of all Plaintiffs in this action against IFC. The joinder of most of these plaintiffs occurred on May 19, 2005, well before the May 31, 2005 hearing date on our partial settlement. At no time prior to the May 31, 2005 hearing did you raise any objection to the Court’s Scheduling Order, entered on May 17, 2005, or to the May 19, 2005 filing of the Amended Caption and the Amended List of Plaintiffs shown in Exhibit A to the Amended Complaint. Indeed, even at this late date, no objection had been filed with respect to the Court’s May 17, 2005 Order and Plaintiffs’ May 19, 2005 filing.

You have chosen to dismiss the handwritten word “only” after the word “plaintiffs” in the Order and the other structural changes in the executed Stipulation and Order. (*See* Exhibit 2 hereto). You have also chosen to ignore the fact that the limited list of settling plaintiffs attached

¹ Three additional plaintiffs were added on June 13, 2005, pursuant to the Scheduling Order, one (1) to all counts and two (2) to Counts 3 and 4. These plaintiffs are also not listed on Exhibit A to the Stipulation and Order, signed by the Court on May 31, 2005.

to the Stipulation and Order did not include certain plaintiffs who were properly added to this case, and who you *knew* we intended to add as parties - - that is why I wrote in the word "only" to the Proposed Order which you filed with the Court to avoid any future confusion.

At the pre-trial conference on April 27, 2005, we requested from the Court a deadline to *add plaintiffs* to the lawsuit, and there were no objections, including none from IFC who chose not to appear. Judge Gambardella instructed the plaintiffs to prepare an order stipulating that any amended caption to add parties to the case would be due by June 13, 2005. This Order, of which you received a copy, was signed and entered on May 17, 2005.

On May 19, 2005, only two days later, this office Plaintiffs' counsel filed an Amended Caption including nine (9) additional plaintiffs to the Amended Complaint as to Counts 3 and 4 only "as authorized by the Joint Order Scheduling Pre-trial Proceedings and Status Conference dated May 17, 2005." (*See* Amended Caption to Adversary Proceeding and Amended Exhibit A, attached hereto as Exhibit 3). IFC receives electronic notices of such filings, and, again, IFC did not object.

Then, on May 31, 2005, after neither of us appeared at the hearing for the approval of IFC's Settlement Agreement with certain of the plaintiffs and neither of us objected, the Court entered our Proposed Order with the word "only" limiting the plaintiffs as to which the Settlement Agreement would apply. The uncontroverted fact is that Judge Gambardella signed *this* Order which limits the settlement to *only the plaintiffs listed in Exhibit A to the Stipulation and Order* signed on May 31, 2005.

Finally, on June 13, 2005, the plaintiffs filed a Second Amended Exhibit A to add one (1) party as an additional plaintiff as to all counts and two (2) plaintiffs to Counts 3 and 4 only. I subsequently noticed the docket entry that stated that IFC was terminated as a party and communicated with you immediately about this error and contacted the clerk to correct this error. *See* e-mails dated June 22, 2005, attached hereto as Exhibits 4, 5, and 6.

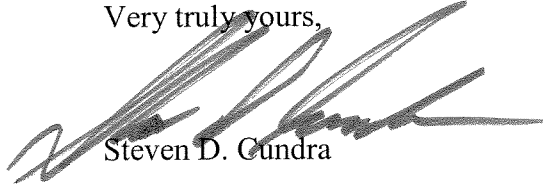
Again, as stated above, since the Stipulation and Order entered by the Court clearly pertains only to the annexed list of plaintiffs *only*, we can agree on one of two courses of action: 1. IFC remains in the lawsuit as to the remaining plaintiffs, and you will provide me with a date when your client is available for its deposition as a party; or 2. upon obtaining consent from the non-settling plaintiffs to release IFC from their asserted claims, we can file an amended order stating that the settlement pertains to all plaintiffs in the action and IFC will be dismissed as a party in the entirety.

If you refuse either solution, we will file a motion to compel IFC's compliance with a lawfully noticed deposition since IFC remains a party in this suit, and we will also serve your client with a subpoena. We could save our clients a lot of time and money by agreeing on a date for IFC's deposition. Please let me know if you would like to resolve this matter amicably by telephone or letter, or if you would rather address this matter to the Court at the status hearing scheduled before Judge Gambardella on August 10, 2005.

Evan Salan
July 20, 2005
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In conclusion, please advise me of a convenient date for your client to submit to its lawfully noticed deposition, and inform me as to which course of action, as outlined on page three above, you would like to take regarding the partial settlement between IFC and some of the plaintiffs in this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Steven D. Cundra", is written over the typed name. The signature is fluid and cursive.

Steven D. Cundra

SDC:aeg

cc:

The Honorable Chief Judge Rosemary Gambardella
U.S. Bankruptcy Court
District of New Jersey, Newark Division
P.O. Box 1352
Newark, NJ 07101-1352

Terri Freedman
Porzio, Bromberg & Newman, P.C.
100 Southgate Parkway
P.O. Box 1997
Morristown, NJ 07962

Ed Leen
Kelly, Dye & Warren, LLP
101 Park Avenue
New York, NJ 10178

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

----- x
In re:

Chapter 7

NORVERGENCE, INC. ,

Debtors.

Case No. 04-32079

----- x
DIVERSIFIED AEROSPACE SERVICES, LLC.

Adv. Proc. No. 04-2862

Plaintiff,

-against-

STIPULATION AND ORDER

IFC CREDIT CORP., CHARLES FORMAN,
TRUSTEE AND
ACCESS INTEGRATED TECHNOLOGIES, INC.

Defendants.
----- x

This Settlement Agreement (the "Agreement") is made as of February __, 2005, by and between Diversified Aerospace Services and those parties identified in **Exhibit A** (collectively the "Plaintiffs") and defendant IFC Credit Corporation ("IFC") in full and final settlement of certain claims, as set out below:

WHEREAS, on or about June 30, 2004 (the "Petition Date"), certain creditors filed an involuntary bankruptcy petition under Chapter 11 of the title 11, United States Code §§ 101 et Seq. (The "Bankruptcy Code") against the Debtor (the "Involuntary Chapter 11 Case"); and

WHEREAS, on or about July 14, 2004 an order was entered by the Court converting the Debtor's Chapter 11 case to a case under Chapter 7 of the Bankruptcy Code; and

WHEREAS, on or about June 30, 2004, Charles Forman was appointed as the Chapter 7 trustee; and

WHEREAS, prior to the Petition Date, on or about June 16, 2004, IFC and the Debtor entered into a Security Agreement (the "1st June 16 Security Agreement") with IFC, whereby the Debtor granted IFC a security interest in all of the Debtor's right, title and interest in certain rental agreements and the equipment subject to such rental agreements and all monies due and to

become due under such rental agreements (the "1st June 16th Security Agreement Collateral"), as collateral to secure the Debtor's performance due under a certain master program agreement and the 1st June 16 Security Agreement; a copy of the 1st June 16 Security Agreement is annexed hereto as Exhibit B.

WHEREAS, prior to the Petition Date, on or about June 16, 2004, IFC and the Debtor entered into a Security Agreement (the "2nd June 16 Security Agreement") whereby the Debtor granted IFC a security interest in all of the Debtor's rights, title and interest in certain rental agreements and the Equipment subject to such rental agreements and all monies due and to become due under such rental agreements (the "2nd June 16th Security Agreement Collateral"), as collateral to secure the Debtor's performance under a certain master program agreement and the 2nd June 16th Security Agreement. A copy of the 2nd June 16 Security Agreement is annexed hereto as Exhibit C. (Collectively, the 1st June 16 Security Agreement and the 2nd June 16 Security Agreement are herein referred to as the "Security Agreements"); (Collectively, the 1st June 16th Security Agreement Collateral and the 2nd June 16th Security Agreement Collateral are herein referred to as the "Collateral Rental Agreements").

WHEREAS, prior to the Petition Date, on June 25, 2004, IFC perfected its security interest in the Collateral Rental Agreements by filing a UCC-1 Financing Statement against the Debtor with the New Jersey Department of Treasury, UCC Section (the "June 25th UCC-1 Financing Statement"). A copy of the June 25th UCC-1 Financing Statement is annexed hereto as Exhibit D.

WHEREAS, on or about November 1, 2004 the Plaintiffs initiated the instant adversary proceeding against the Defendants (the "Adversary Proceeding") seeking certain relief, including a declaratory judgment and injunctive relief as to those Collateral Rental Agreements, made between the Plaintiffs and the Debtor. A copy of the Plaintiffs' amended complaint (Amended Complaint") is annexed as Exhibit E.

WHEREAS, IFC has not answered in the Adversary Proceeding, and IFC's time to answer or otherwise respond to the Amended Complaint has been extended to February 22, 2005.

WHEREAS, in order to avoid the cost of further litigation and the attendant risks and costs thereto, IFC and the Plaintiffs have determined to resolve the dispute between them upon the terms as stated by the conditions and provisions of this Agreement; and

WHEREAS, IFC and the Plaintiffs have carefully considered the terms of this Agreement, after having had the opportunity to consult with their respective

attorneys, are satisfied that it is fair and reasonable and should be approved by the Court;

NOW, THEREFORE, IFC and the Plaintiffs agree as follows:

1. In full and final settlement of the claims set forth in the Amended Complaint, IFC agrees to terminate IFC's security interest in the Collateral Rental Agreements and terminate the June 25th UCC-1 Financing Statement by filing a UCC-3 with the appropriate New Jersey filing office, within thirty days of the entry of a final order approving this Agreement.
2. The above-titled action shall be dismissed with prejudice pursuant to Rule 41 of the Federal Rules of Civil Procedure as against IFC, and that each party shall bear its own costs and attorneys fees
3. Except with respect to the terms of this Agreement, the Plaintiffs, their agents, employees, representatives, assigns, predecessors and successors in interest release and forever discharge IFC and its affiliates, parents, subsidiaries, directors, officers, shareholders, employees, representatives, agents, assigns, insurers, predecessors and successors in interest from any and all claims, causes of actions, damages, debts, obligations and liabilities of any kind whatsoever, whether asserted or unasserted, known or unknown, foreseen or unforeseen, with respect to the Collateral Rental Agreements the Plaintiffs are a party to, as set forth in Amended Complaint.
4. In the event the Agreement is not approved by the Court, the Agreement shall be deemed null and void, except that Plaintiffs consent to an extension of the time to answer, move or otherwise plead in response to the Amended Complaint for an additional sixty days from the date the Court issues an order stating its non approval of the Agreement.
5. The Plaintiffs and IFC acknowledge that this Agreement is a compromise of disputed claims, and that neither admits, and each expressly denies any liability on its part.
6. The Agreement contains the entire agreement between the parties, and may only be modified in writing signed by the parties or their duly appointed agents.
7. Each party acknowledges that they have read all of the terms of this Agreement and enters into the Agreement's terms voluntarily and without duress.
8. This Agreement is subject to the approval and Order of the Bankruptcy Court.
9. This Agreement shall be deemed to have been jointly drafted by the parties, and, in construing and interpreting this Agreement, no provision shall be construed and interpreted for or against any of the parties because such provision, or any other provision, or the Agreement as a whole, was purportedly prepared or requested by such

party.

10. This Agreement shall be binding upon the parties' heirs, successors and assigns, and shall inure to the benefit of the parties' heirs, successors and assigns.

Dated: February __, 2005

**PLATZER, SWERGOLD, KARLIN,
LEVINE, GOLDBERG & JASLOW, LLP.**
Attorneys For IFC Credit Corp.

By: _____

**Linda Gates (LG4953)
Evan Salan (ES8683)**
1065 Avenue of the Americas
New York New York 10018

**HALL, ESTILL, HARDWICK, GABLE, GOLDEN &
NELSON**

Attorneys For the Plaintiffs
1120 20th Street, N.W.
Suite 700, North Building
Washington, D.C. 20036

KELLY & BRENNAN, P.C.

Local Attorneys for the Plaintiffs

By: _____

Andrew J. Kelly, Esq. (AK6477)
1800 Route 34, Suite 403
Wall, New Jersey 07719

SO ORDERED: _____ Dated _____
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 2

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

----- x
In re:

NORVERGENCE, INC. ,

Debtors.

----- x
DIVERSIFIED AEROSPACE SERVICES, LLC.

Plaintiff,

-against-

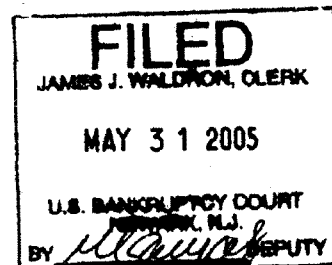
IFC CREDIT CORP., CHARLES FORMAN,
TRUSTEE AND
ACCESS INTEGRATED TECHNOLOGIES, INC.

Defendants.
----- x

Chapter 7

Case No. 04-32079

Adv. Proc. No. 04-2862



STIPULATION AND ORDER

This Settlement Agreement (the "Agreement") is made as of April __, 2005, by and between Diversified Aerospace Services, LLC and those plaintiff parties (collectively the "Plaintiffs") identified in the "amended exhibit A" (the "Amended Exhibit A") annexed hereto as "Exhibit A" and defendant IFC Credit Corporation ("IFC") in full and final settlement of certain claims, as set out below:

WHEREAS, on or about June 30, 2004 (the "Petition Date"), certain creditors filed an involuntary bankruptcy petition under Chapter 11 of the title 11, United States Code §§ 101 et Seq. (the "Bankruptcy Code") against the Debtor (the "Involuntary Chapter 11 Case"); and

WHEREAS, on or about July 14, 2004 an order was entered by the Court converting the Debtor's Chapter 11 case to a case under Chapter 7 of the Bankruptcy Code; and

WHEREAS, on or about June 30, 2004, Charles Forman was appointed as the Chapter 7 trustee; and

WHEREAS, prior to the Petition Date, on or about June 16, 2004, IFC and the Debtor entered into a Security Agreement (the "1st June 16 Security Agreement") with IFC, whereby the Debtor granted IFC a security interest in all of the Debtor's right, title and interest in certain

rental agreements and the equipment subject to such rental agreements and all monies due and to become due under such rental agreements (the "1st June 16th Security Agreement Collateral"), as collateral to secure the Debtor's performance due under a certain master program agreement and the 1st June 16th Security Agreement; a copy of the 1st June 16th Security Agreement is annexed hereto as "Exhibit B".

WHEREAS, prior to the Petition Date, on or about June 16, 2004, IFC and the Debtor entered into a Security Agreement (the "2nd June 16 Security Agreement") whereby the Debtor granted IFC a security interest in all of the Debtor's right, title and interest in certain rental agreements and the Equipment subject to such rental agreements and all monies due and to become due under such rental agreements (the "2nd June 16th Security Agreement Collateral"), as collateral to secure the Debtor's performance under a certain master program agreement and the 2nd June 16th Security Agreement. A copy of the 2nd June 16 Security Agreement is annexed hereto as Exhibit C. (Collectively, the 1st June 16 Security Agreement and the 2nd June 16 Security Agreement are herein referred to as the "Security Agreements"); (Collectively, the 1st June 16th Security Agreement Collateral and the 2nd June 16th Security Agreement Collateral are herein referred to as the "Collateral Rental Agreements").

WHEREAS, prior to the Petition Date, on June 25, 2004, IFC perfected its security interest in the Collateral Rental Agreements by filing a UCC-1 Financing Statement against the Debtor with the New Jersey Department of Treasury, UCC Section (the "June 25th UCC-1 Financing Statement"). A copy of the June 25th UCC-1 Financing Statement is annexed hereto as Exhibit D.

WHEREAS, on or about November 1, 2004 the Plaintiffs initiated the instant adversary proceeding against the Defendants (the "Adversary Proceeding") seeking pursuant to Plaintiffs amended complaint ("Amended Complaint") certain relief, including a declaratory judgment and injunctive relief as to those Collateral Rental Agreements, made between the Plaintiffs and the Debtor. A copy of the Plaintiffs' Amended Complaint is annexed as Exhibit E. The designation and identification of the plaintiffs to the Amended Complaint as contained within the "exhibit a" to the Amended Complaint is amended, replaced and superceded by the identification and designation of the parties listed on the Amended Exhibit A, as annexed hereto as Exhibit A.

WHEREAS, IFC has not answered in the Adversary Proceeding, and IFC's time to answer or otherwise respond to the Amended Complaint has been extended to ~~April 19~~ April 19, 2005.

mt/v
ES WHEREAS, in order to avoid the cost of further litigation and the attendant risks and

costs thereto, IFC and the Plaintiffs have determined to resolve the dispute between them upon the terms as stated by the conditions and provisions of this Agreement; and

WHEREAS, IFC and the Plaintiffs have carefully considered the terms of this Agreement, after having had the opportunity to consult with their respective attorneys, are satisfied that it is fair and reasonable and should be approved by the Court;

NOW, THEREFORE, IFC and the Plaintiffs agree as follows:

1. In full and final settlement of the claims of the Plaintiffs identified within "Exhibit

A" annexed hereto and set forth in the Amended Complaint, IFC agrees to terminate IFC's security interest in the Collateral Rental Agreements and terminate the June 25th

UCC-1 Financing Statement by filing a UCC-3 with the appropriate New Jersey filing office, within thirty days of the entry of a final order approving this Agreement.

2. With respect to the Plaintiffs who are identified within "Exhibit A" annexed hereto, ~~only~~^{and} the above-titled action, the Amended Complaint and all claims made or could

have been made therein, shall be dismissed with prejudice pursuant to Rule 41 of the Federal Rules of Civil Procedure as against IFC, and that each party shall bear its own costs and attorneys fees.

3. In the event the Agreement is not approved by the Court, the Agreement shall be deemed null and void, except that Plaintiffs consent to an extension of the time to answer, move or otherwise plead in response to the Amended Complaint for an additional sixty days from the date the Court issues an order stating its non-approval of the Agreement.

4. The Plaintiffs and IFC acknowledge that this Agreement is a compromise of disputed claims, and that neither admits, and each expressly denies any liability on its part.

5. The Agreement contains the entire agreement between the parties, and may only be modified in writing signed by the parties or their duly appointed agents.

6. Each party acknowledges that they have read all of the terms of this Agreement and enters into the Agreement's terms voluntarily and without duress.

7. This Agreement is subject to the approval and Order of the Bankruptcy Court.

8. This Agreement shall be deemed to have been jointly drafted by the parties, and, in construing and interpreting this Agreement, no provision shall be construed and interpreted for or against any of the parties because such provision, or any other

provision, or the Agreement as a whole, was purportedly prepared or requested by such party.

9. This Agreement shall be binding upon the parties' heirs, successors and assigns, and shall inure to the benefit of the parties' heirs, successors and assigns.

10. This Agreement may be signed in counterparts, with each part being deemed a part of the original document. This Agreement may be signed by facsimile transmission which facsimile signatures shall be treated as original signatures.

Dated: April 21, 2005

**PLATZER, SWERGOLD, KARLIN,
LEVINE, GOLDBERG & JASLOW, LLP.**
Attorneys For IFC Credit Corp.

By: Linda Gates
Linda Gates (LG4953)
Evan Salan (ES8683)
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**HALL, ESTILL, HARDWICK, GABLE, GOLDEN
& NELSON**
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By: Steve D. Cundra
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Wall, New Jersey 07719

KELLY & BRENAN, P.C.
1800 Route 34, Suite 403
Wall, New Jersey 07719
Andrew J. Kelly (AK6477)
Local Counsel for the Plaintiffs

SO ORDERED: Rosemary G. Santilli

UNITED STATES BANKRUPTCY JUDGE

Dated

5/31/05

EXHIBIT A

AMENDED EXHIBIT A

Kevin Hogan
2-Men Houston, LLC
dba Two Men and a Truck
17400 NW Freeway
Houston, TX 77040-1002

Norman E. Dean
Dean Insurance Agency, Inc.
37 E Lee Street
P.O. Box 669
Bel Air, MD 21044

George Coronado
MGM Mortgage, Inc.
237 East Avenue M
Lancaster, CA 93535

Craig Swanston
Craig & Sons Termite & Pest Control
602 Amigos Drive # B
Redlands, CA 92373

Marlin Weaver
M&D Contracting
6191 Lisbon Road
Lisbon, OH 44432

Timothy Steffens II
Birchwood Nursing Home Partnership
78 Birchwood Drive
Huntington Station, NY 11746

Amy Holmwood
HK Ventures
6500 Rock Spring Drive
Suite 202
Bethesda, MD 20817

Bernard F. Denoyer
Callisto Pharmaceuticals Inc.
420 Lexington Avenue
Suite 2500
New York, NY 10170

Barry Gimbal
Fairview Property Tax Recovery, LLC
5313 West Devon Avenue
Chicago, IL 60646

Karen Y. Martin
Business Central of Sarasota, LLC
1360 Whitfield Avenue
Sarasota, FL 34243

Donald Edy
Equity America Mortgage Services, Inc.
340 Granite Street
Manchester, NH 03102

J. Petroff
Beaute Craft Supply Company
600 W. Maple Road
Troy, MI 48084

Chris Kim
Eclassified Conglomerate, Inc.
dba EZRentlist.com
17609 Ventura Blvd, Suite LL07
Encino, CA 91316

Brian Treece
Banana Banner
3148 Duke Street
Alexandria, VA 22314

Douglas Bailey
Diversified Aerospace Services, LLC
6200 Hemphill Road
Fort Worth, TX 76134

Amar Patel
AVP Entertainment Inc.
555 Waukegan Road
Northbrook, IL 60062

Larry Nicholson
Applied Science Inc.
964-B Golden Gate Terrace
Grass Valley, CA 95945

Richard A. Meade
Community Bank of Lemont
1229 State Street
Lemont, IL 60439

Steve Bayard
AES Stellar Air, Inc.
707 West Olympic Blvd
Montebello, CA 90640

Maureen Becker
Devita Becker Physical Therapy, P.C.
4353 Hylan Blvd
Staten Island, NY 10312-6501

Jay Colvin
Advertiser's Display Binder Co., Inc.
195 New York Avenue, 3rd Floor
Jersey City, NJ 07307

William Cofer
Cofer Agency
5020 Sunnyside Avenue, Suite 106
Beltsville, MD 20705

Ernie Arnold
Brookstreet Securities Corporation
Pasadena San Pasqual Partners Office
127 N. Madison Ave., Suite 200
Pasadena, CA 91101

Ivette Yatoilla
Monmouth Health Management Inc.
100 Highway 36, Suite 2C
West Long Branch, NJ 07764

Mark Sollenberger
Meyer Chatfield, Inc.
261 Old York Road, Suite 724
Jenkintown, PA 19048

Cindy Hundley
Industry Publications, Inc.
3621 Hill Road
Parsippany, NJ 07254

EXHIBIT 3

HALL, ESTILL, HARDWICK, GABLE, GOLDEN & NELSON
1120 20th Street, N.W.
Suite 700, North Building
Washington, D.C. 20036
(202) 973-1200
STEVEN D. CUNDRY, ESQ. (SC8282)
JEFFREY M. SHERMAN, ESQ. (JS7394)
AMY EPSTEIN GLUCK, ESQ. (AG3351)

KELLY & BRENNAN, P.C.
1800 Route 34, Suite 403
Wall, New Jersey 07719
(732) 280-8825
ANDREW J. KELLY, ESQ. (AK6477)
Local Counsel for Plaintiff

Attorneys for Plaintiff

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re]	Chapter 7
]	
NorVergence, Inc.,]	Case No. 04-32079/RG
]	
Debtor.]	
]	
DIVERSIFIED AEROSPACE SERVICES, LLC;]	Adv. No. 04-2862
2-MEN HOUSTON, LLC; MGM MORTGAGE,]	
INC.; M&D CONTRACTING; HK VENTURES;]	
FAIRVIEW PROPERTY TAX RECOVERY,]	
LLC; EQUITY AMERICA MORTGAGE]	
SERVICES, INC.; ECLASSIFIED]	
CONGLOMERATE, INC., d/b/a EZRENTLIST.]	
COM; DEAN INSURANCE AGENCY, INC.;]	
CRAIG & SONS TERMITE & PEST CONTROL;]	
BIRCHWOOD NURSING HOME]	
PARTNERSHIP; CALLISTO]	
PHARMACEUTICALS, INC.; BUSINESS]	
CENTRAL OF SARASOTA, LLC; BEAUTE]	
CRAFT SUPPLY COMPANY; BANANA]	
BANNER; AVP ENTERTAINMENT INC.;]	
APPLIED SCIENCE INC.; AES STELLAR AIR,]	
INC.; ADVERTISER'S DISPLAY BINDER]	
CO., INC.; BROOKSTREET SECURITIES]	

CORPORATION; MEYER CHATFIELD, INC.;]
COMMUNITY BANK OF LEMONT; DEVITA]
BECKER PHYSICAL THERAPY, P.C.; COFER]
AGENCY; MONMOUTH HEALTH]
MANAGEMENT INC.; INDUSTRY]
PUBLICATIONS, INC.; WEST BROWARD]
REAL ESTATE, INC.; S.P. PAZARGAD]
ENGINEERING CONSTRUCTION, INC.;]
INDUSTRIAL WATER TECHNOLOGIES, INC.;]
BURTON INDUSTRIES, INC.; MAIN EVENT]
CATERER; VIP CARE PAVILION; SPICER]
PLUS; BOB DENTON APPAREL SALES;]
H & H PRODUCTS CO.;]

Plaintiffs,

v.

IFC CREDIT CORP.,]
CHARLES FORMAN, TRUSTEE, AND]
ACCESS INTEGRATED TECHNOLOGIES, INC.,]

Defendants.]

AMENDED CAPTION TO
ADVERSARY COMPLAINT

Annexed hereto as Amended Exhibit "A" is a list adding additional Plaintiffs to the pending adversary proceeding as authorized by the Joint Order Scheduling Pretrial Proceedings and Status Conference dated May 17, 2005.

KELLY & BRENNAN, P.C.
Local Counsel for Plaintiffs

Dated: May 19, 2005

By _____/s/_____
ANDREW J. KELLY, ESQ.

AMENDED EXHIBIT A

Kevin Hogan
2-Men Houston, LLC
dba Two Men and a Truck
17400 NW Freeway
Houston, TX 77040-1002

George Coronado
MGM Mortgage, Inc.
237 East Avenue M
Lancaster, CA 93535

Marlin Weaver
M& D Contracting
6191 Lisbon Road
Lisbon, OH 44432

Amy Holmwood
HK Ventures
6500 Rock Spring Drive
Suite 202
Bethesda, MD 20817

Barry Gimbal
Fairview Property Tax Recovery, LLC
5313 West Devon Avenue
Chicago, IL 60646

Donald Edy
Equity America Mortgage Services, Inc.
340 Granite Street
Manchester, NH 03102

Chris Kim
Eclassified Conglomerate, Inc.
dba EZRentlist.com
17609 Ventura Blvd, Suite LL07
Encino, CA 91316

Douglas Bailey
Diversified Aerospace Services, LLC
6200 Hemphill Road
Fort Worth, TX 76134

Norman E. Dean
Dean Insurance Agency, Inc.
37 E Lee Street
P.O. Box 669
Bel Air, MD 21044

Craig Swanston
Craig & Sons Termite & Pest Control
602 Amigos Drive # B
Redlands, CA 92373

Timothy Steffens II
Birchwood Nursing Home Partnership
78 Birchwood Drive
Huntington Station, NY 11746

Bernard F. Dennoyer
Callisto Pharmaceuticals Inc.
420 Lexington Avenue
Suite 2500
New York, NY 10170

Karen Y. Martin
Business Central of Sarasota, LLC
1360 Whitfield Avenue
Sarasota, FL 34243

J. Petroff
Beaute Craft Supply Company
600 W. Maple Road
Troy, MI 48084

Brian Treece
Banana Banner
3148 Duke Street
Alexandria, VA 22314

Amar Patel
AVP Entertainment Inc.
555 Waukegan Road
Northbrook, IL 60062

Larry Nicholson
Applied Science Inc.
964-B Golden Gate Terrace
Grass Valley, CA 95945

Steve Bayard
AES Stellar Air, Inc.
707 West Olympic Blvd
Montebello, CA 90640

Jay Colvin
Advertiser's Display Binder Co., Inc.
195 New York Avenue, 3rd Floor
Jersey City, NJ 07307

Ernie Arnold
Brookstreet Securities Corporation
Pasadena San Pasqual Partners Office
127 N. Madison Ave., Suite 200
Pasadena, CA 91101

Mark Sollenberger
Meyer Chatfield, Inc.
261 Old York Road, Suite 724
Jenkintown, PA 19048

Richard A. Meade
Community Bank of Lemont
1229 State Street
Lemont, IL 60439

Maureen Becker
Devita Becker Physical Therapy, P.C.
4353 Hylan Blvd
Staten Island, NY 10312-6501

William Cofer
Cofer Agency
5020 Sunnyside Avenue, Suite 106
Beltsville, MD 20705

Ivette Yacilla
Monmouth Health Management Inc.
100 Highway 36, Suite 2C
West Long Branch, NJ 07764

Cindy Hundley
Industry Publications, Inc.
3621 Hill Road
Parsippany, NJ 07254

PLAINTIFFS AS TO COUNTS 3 & 4 ONLY

Alan Oshins
West Broward Real Estate, Inc.
7146 Nob Hill Road
Tamarac, FL 33321

Parviz Pazargad
S.P. Pazargad Engineering Construction, Inc.
7120 Hayvenhurst Ave., #108
Van Nuys, CA 91406

Richard DeMartino
Industrial Water Technologies, Inc.
6 Village Court
Hazlet, NJ 07730

Scott Colton
VIP Care Pavilion
6810 S.W. 7th Street
Margate, FL 33068

Lawrence Chesler
Spicer Plus
36 Thames Street
Groton, CT 06340

Bob Denton
Bob Denton Apparel Sales
3221 Armstrong Avenue
Dallas, TX 75204

Clark Johnson
Burton Industries, Inc
6202 S. State Road
P.O. Box 279
Goodrich, MI 48438

Morris Hartley
H & H Products Co.
6600 Magnolia Home Road
Orlando, Florida 32810

Joel Thevoz
Main Event Caterer
3870 S. Four Mile Run Drive
Arlington, VA 22206

EXHIBIT 4

Steve Cundra

From: Steve Cundra
Sent: Wednesday, June 22, 2005 12:36 PM
To: 'Evan Salan'
Cc: 'akelly@kbtlaw.com'; Amy Gluck; Sarah Watson
Subject: IFC Deposition - Diversified Aerospace v. IFC, et al.

Importance: High

Evan:

I served a notice of deposition of IFC Credit Corporation and I placed a call to you regarding this notice. I have not heard back from you and the deposition is scheduled for this Friday. The other depositions we noticed (Adtran, Access Integrated and the NorVergence Trustee) are being continued by agreement to later dates. I will let you know the new dates as soon as they are set.

With respect to IFC, we entered into a settlement that covered some, but not all, of the named plaintiffs in this Adversary Action. In confusion, the clerk incorrectly believed our settlement covered the claims of all of the plaintiffs. I informed you before our settled that additional plaintiffs would be added, including parties that had been sued in Illinois previously by IFC. Most of these were added to the action (as to Counts 3 and 4 only) on May 19, 2005, two days after the Court's Scheduling Order authorizing the inclusion of the additional plaintiffs were entered and twelve days before the scheduled hearing for approval of our limited settlement agreement on May 31, 2005. Additional plaintiffs were added on June 13, 2005, the deadline in the scheduling order for their inclusion.

Please let me know how you wish to proceed in this matter. Either we can extend the settlement to cover the additional plaintiffs, allowing for the complete dismissal of IFC. Or we can advise the Court of the inadvertent mistake and clean up the docket sheet.

Thank you for your attention to this matter.

Steve

Steven D. Cundra, Esquire

Hall, Estill, Hardwick, Gable, Golden & Nelson, P.C.
1120 20th Street, N.W.
Suite 700, North Building
Washington, D.C. 20036-3406
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(202) 973-1200 (Switchboard)
(202) 973-1212 (Fax)
(202) 255-3841 (Cell)
SCundra@HallEstill.com (E-Mail)

Tracking:	Recipient	Delivery	Read
	'Evan Salan'		
	'akelly@kbtlaw.com'		
	Amy Gluck	Delivered: 6/22/2005 12:36 PM	Read: 6/22/2005 12:36 PM
	Sarah Watson	Delivered: 6/22/2005 12:36 PM	Read: 6/22/2005 12:46 PM

EXHIBIT 5

Steve Cundra

From: Steve Cundra
Sent: Wednesday, June 22, 2005 6:41 PM
To: 'Evan Salan'
Cc: akelly@kbtlaw.com; Linda Gates; Steve Karlin; Amy Gluck; Sarah Watson
Subject: RE: IFC Deposition - Diversified Aerospace v. IFC, et al.
Importance: High

Tracking:	Recipient	Read
	'Evan Salan'	
	akelly@kbtlaw.com	
	Linda Gates	
	Steve Karlin	
	Amy Gluck	Read: 6/23/2005 9:54 AM
	Sarah Watson	Read: 6/23/2005 8:23 AM

Evan:

If you will look at the order we drafted and which was signed by the court, the dismissal is on behalf of the plaintiffs listed on the attached settlement exhibit "only." Actually, the specific language is:

"With respect to the Plaintiffs who are identified within "Exhibit A" annexed hereto **ONLY** the above-titled action, . . . , " (Emphasis supplied).

I not only told you we were adding the already clients from Illinois actions, I recall that you said you will have to talk to your client to see if they wanted to go ahead with the settlement IFC itself proposed in light of this fact. The next thing I recall is that you sent the settlement documents for approval. I made changes to them to reflect that the entire case would **not** be dismissed as to IFC, but **only as to the plaintiffs on the list attached to the settlement agreement** (which is why we removed the original reference to the "Exhibit A" attached to the Amended Complaint (which, as I recall, was how you had originally drafted the settlement documents and proposed order) and replaced it with the more limited "Exhibit A" to the settlement agreement). Which is clearly why you never objected to the addition of the plaintiffs that were added to the action (as to Counts 3 and 4 only) on May 19, 2005, two days after the Court's Scheduling Order authorizing the inclusion of such additional plaintiffs were entered and twelve days before the scheduled hearing for approval of our limited settlement agreement on May 31, 2005. If you had a misunderstanding, you had plenty of time to advise me and the Court of the same prior to May 31, 2005.

I expect IFC to comply with our Notice. If the date is inconvenient, we are agreeable to continuing it to a later date and time. Let me know what is convenient for your client. If you still continue to insist that you are no longer a "party" to this adversary, we will send you a subpoena to take that issue "off the table" while we are correcting the record with the Court. I reserve the right to take further actions or make additional comments after I review your referenced letter, which I have yet to read. Please call or e-mail me if you have any questions or further comments. Thank you.

Steve

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7/20/2005

(202) 973-1200 (Switchboard)
(202) 973-1212 (Fax)
(202) 255-3841 (Cell)
SCundra@HallEstill.com (E-Mail)

-----Original Message-----

From: Evan Salan [mailto:esalan@platzerlaw.com]
Sent: Wednesday, June 22, 2005 4:42 PM
To: Steve Cundra
Cc: akelly@kbtlaw.com; Linda Gates; Steve Karlin
Subject: RE: IFC Deposition - Diversified Aerospace v. IFC, et al.

Steve

Attached is a letter that was already mailed in response to the notice of deposition. IFC was dismissed from the action and the complaint. Since the complaint was dismissed and no action against IFC exists, no additional entities could be added as plaintiffs against IFC in the subject action because IFC was no longer a party to the dismissed complaint. I have no recollection of any conversation concerning adding any plaintiffs to the action that were not subject to leases that were taken by IFC as collateral, nor was the addition of any other types of plaintiffs who were parties to any other type of lease agreed to or provided for within the order or the stipulation. I do remember that you insisted on having the plaintiffs to the action and dismissal stipulation listed on an exhibit to the stipulation since you did not represent some of the originally named plaintiffs. In any event, the stipulation contains the entire agreement. Since the complaint was dismissed in its entirety and with prejudice and the so ordered stipulation did not provide for the addition of new parties or the reservation of any portion of the complaint from dismissal, no new entities could have been added against IFC. As such and in order to avoid potential confusion, you may want to file an "amended caption" to make it clear that any additional parties added are not added as against IFC.

Please note, this firm does not represent IFC with regard to the additional entities. However, you may want to forward any settlement offer you may have to IFC or to their counsel directly. If you want, I can contact IFC and let you know who the contact is. Please advise.

Evan

-----Original Message-----

From: Steve Cundra [mailto:scundra@HallEstill.com]
Sent: Wednesday, June 22, 2005 12:36 PM
To: Evan Salan
Cc: akelly@kbtlaw.com; Amy Gluck; Sarah Watson
Subject: IFC Deposition - Diversified Aerospace v. IFC, et al.
Importance: High

Evan:

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7/20/2005

before the scheduled hearing for approval of our limited settlement agreement on May 31, 2005. Additional plaintiffs were added on June 13, 2005, the deadline in the scheduling order for their inclusion.

Please let me know how you wish to proceed in this matter. Either we can extend the settlement to cover the additional plaintiffs, allowing for the complete dismissal of IFC. Or we can advise the Court of the inadvertent mistake and clean up the docket sheet.

Thank you for your attention to this matter.

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SCundra@HallEstill.com (E-Mail)

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Suite 700, North Building

Washington, D.C. 20036

(202) 973-1200

www.hallestill.com

EXHIBIT 6

Steve Cundra

From: Steve Cundra
Sent: Wednesday, June 22, 2005 7:03 PM
To: 'lgates@platzerlaw.com'
Subject: FW: IFC Deposition - Diversified Aerospace v. IFC, et al.
Importance: High

-----Original Message-----

From: Steve Cundra
Sent: Wednesday, June 22, 2005 6:41 PM
To: 'Evan Salan'
Cc: akelly@kbtlaw.com; Linda Gates; Steve Karlin; Amy Gluck; Sarah Watson
Subject: RE: IFC Deposition - Diversified Aerospace v. IFC, et al.
Importance: High

Evan:

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Sent: Wednesday, June 22, 2005 12:36 PM
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