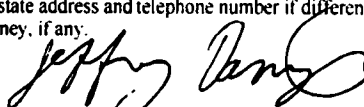


B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor: On-Site Sourcing, Inc., et al.		Case Number: 09-10816-RGM
<i>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Tricom Document Management, Inc.		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: <u>39</u> <i>(if known)</i> Filed on: <u>05/08/2009</u>
Name and address where notices should be sent: Jeffrey S. Danzig, Esquire (counsel to Tricom Document Management, Inc.) 803 West Broad Street, Suite 720, Falls Church, VA 22046		
Telephone number: (703) 241-4917		
Name and address where payment should be sent (if different from above): Tricom Document Management, Inc. 2450 Peralta Boulevard #222 Fremont, California 94536		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. Check this box if you are the debtor or trustee in this case.
Telephone number: (510) 494-7800		
1. Amount of Claim as of Date Case Filed: \$ <u>763,089.44</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a), if any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507(a)(4). Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5). Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7). Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8). Other - Specify applicable paragraph of 11 U.S.C. §507(a)(). Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
2. Basis for Claim: <u>Services etc; see attached</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim. if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: 05/08/2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. 	FOR COURT USE ONLY
Jeffrey S. Danzig		

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

FILED

JUN 01 2009

BMC GROUP

On-Site Sourcing, Inc.
00160

LAW OFFICE OF JEFFREY S. DANZIG, PLLC
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(703) 241-4919 – facsimile
Counsel to Tricom Document Management, Inc.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION**

In Re:)
)
On-Site Sourcing, Inc., et al.,) Case No. 1-09-bk-10816-RGM
) Chapter 11
Debtor(s).)

ATTACHMENT TO PROOF OF CLAIM

The claim of Creditor Tricom Document Management, Inc. (“Tricom”) against Debtor On-Site Sourcing, Inc. (“Onsite”) totals \$763,089.44 but is comprised of two parts: \$413,089.44 for unpaid invoiced amounts Onsite failed to pay Tricom and \$350,000.00 for work On-Site should have subcontracted to Tricom but did not.

The unpaid invoices totaling \$413,089.44 are for litigation support, coding and related work Tricom performed as a subcontractor for On-Site and are listed on the six-page summary filed herewith.

Tricom claims an additional \$350,000.00 for coding work that On-Site should have subcontracted to Tricom but instead subcontracted elsewhere. Filed herewith is a document entitled “Subcontractor Agreement” between On-Site and Tricom. Pursuant to the Subcontractor Agreement, beginning in January 2008 On-Site agreed that it would subcontract coding work only to Tricom and not to any other subcontractors. However, On-Site subcontracted work to other subcontractors and during 2008 and admitted as

much during the 341 meeting in the above-captioned matter on March 18, 2009. On-Site further admitted during the 341 meeting to subcontracting around \$100,000 in coding work to subcontractors other than Tricom in 2008. Upon information and belief (including the coding work On-Site previously subcontracted to Tricom) the total subcontracted to others besides Tricom in 2008 was \$350,000.00 or more.

Tricom reserves the right to amend or supplement its Proof of Claim as necessary or appropriate.

Respectfully Submitted,

TRICOM DOCUMENT MANAGEMENT, INC.
By Counsel:

/s/ Jeffrey S. Danzig

Jeffrey S. Danzig, Esquire (VSB #41383)
LAW OFFICE OF JEFFREY S. DANZIG, PLLC
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(703) 241-4919 – facsimile
Counsel to Tricom Document Management, Inc.

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Tricom Document Management, Inc.

9:39 AM

Account QuickReport

39834

All Transactions

Accrual Basis

Type	Date	Num	Name	Memo	Split	Amount	Balance
Invoice	04/30/2006	2006-243	ONSITE E-Discovery		4000 · Services	18,815.68	18,815.68
Invoice	05/31/2006	2006-267	ONSITE E-Discovery		4000 · Services	1,931.84	20,747.52
Invoice	06/30/2006	2006-343	ONSITE E-Discovery		4000 · Services	7,040.32	27,787.84
Invoice	06/30/2006	2006-344	ONSITE E-Discovery		4000 · Services	11.52	27,799.36
Invoice	06/30/2006	2006-345	ONSITE E-Discovery		-SPLIT-	2,592.00	30,391.36
Invoice	06/30/2006	2006-346	ONSITE E-Discovery		4000 · Services	19,472.00	49,863.36
Invoice	07/31/2006	2006-421	ONSITE E-Discovery		4000 · Services	2,357.44	52,220.80
Invoice	07/31/2006	2006-422	ONSITE E-Discovery		4000 · Services	132.47	52,353.27
Invoice	07/31/2006	2006-423	ONSITE E-Discovery		4000 · Services	1,182.40	53,535.67
Invoice	08/31/2006	2006-468	ONSITE E-Discovery		4000 · Services	68.04	53,603.71
Invoice	08/31/2006	2006-469	ONSITE E-Discovery		4000 · Services	921.92	54,525.63
Invoice	08/31/2006	2006-470	ONSITE E-Discovery		4000 · Services	2,324.45	56,850.08
Invoice	08/31/2006	2006-471	ONSITE E-Discovery		4000 · Services	344.96	57,195.04
Payment	09/20/2006	14835	ONSITE E-Discovery	Payment of Inv # 243,267,34	1000 · BOA_New-416	-49,851.84	7,343.20
Discount	09/20/2006	14835	ONSITE E-Discovery	Payment of Inv # 243,267,34	1000 · BOA_New-416	-11.52	7,331.68
Invoice	09/30/2006	2006-553	ONSITE E-Discovery		4000 · Services	18,614.40	23,946.08
Invoice	09/30/2006	2006-554	ONSITE E-Discovery		4000 · Services	816.32	24,762.40
Invoice	09/30/2006	2006-555	ONSITE E-Discovery		4000 · Services	1,445.12	26,207.52
Invoice	09/30/2006	2006-556	ONSITE E-Discovery		4000 · Services	29,992.64	56,200.16
Invoice	09/30/2006	2006-557	ONSITE E-Discovery		4000 · Services	1,324.16	57,524.32
Invoice	09/30/2006	2006-558	ONSITE E-Discovery		4000 · Services	2,396.16	59,920.48
Invoice	10/31/2006	2006-613	ONSITE E-Discovery		4000 · Services	14.72	59,935.20
Invoice	10/31/2006	2006-614	ONSITE E-Discovery	VOID:	-SPLIT-	53.12	59,988.32
Invoice	10/31/2006	2006-615	ONSITE E-Discovery		4000 · Services	120,217.60	180,205.92
Invoice	10/31/2006	2006-616	ONSITE E-Discovery		4000 · Services	488.96	180,694.88
Credit Memo	10/31/2006	2006-Oct	ONSITE E-Discovery		4000 · Services	-2,001.08	178,693.80
Invoice	11/30/2006	2006-660	ONSITE E-Discovery		4000 · Services	210.30	178,904.10
Invoice	11/30/2006	2006-661	ONSITE E-Discovery		4000 · Services	0.00	178,904.10
Invoice	11/30/2006	2006-662	ONSITE E-Discovery		4000 · Services	10,328.04	189,232.14
Invoice	11/30/2006	2006-663	ONSITE E-Discovery		4000 · Services	78,180.16	267,412.30
Invoice	11/30/2006	2006-664	ONSITE E-Discovery		4000 · Services	3,206.08	270,618.38
Invoice	11/30/2006	2006-665	ONSITE E-Discovery		4000 · Services	149.20	270,767.58
Invoice	11/30/2006	2006-666	ONSITE E-Discovery		4000 · Services	2,826.24	273,593.82
Payment	12/18/2006	18542	ONSITE E-Discovery	344,421,422,433,468,469,47	1000 · BOA_New-416	-26,219.04	247,374.78
Invoice	12/31/2006	2006-703	ONSITE E-Discovery		4000 · Services	1,289.60	248,664.38
Invoice	12/31/2006	2006-704	ONSITE E-Discovery		4000 · Services	9,660.16	258,324.54
Invoice	12/31/2006	2006-705	ONSITE E-Discovery		4000 · Services	114,835.52	373,160.06
Invoice	12/31/2006	2006-706	ONSITE E-Discovery		4000 · Services	590.08	373,750.14
Invoice	12/31/2006	2006-707	ONSITE E-Discovery		4000 · Services	114.94	373,865.08
Payment	01/17/2007	17179	ONSITE E-Discovery	556,557,558,613,614,615,61	1000 · BOA_New-416	-154,487.36	219,377.72
Invoice	01/31/2007	2007-43	ONSITE E-Discovery		4000 · Services	165,341.44	384,719.16
Invoice	01/31/2007	2007-44	ONSITE E-Discovery		-SPLIT-	140.80	384,859.96
Invoice	01/31/2007	2007-45	ONSITE E-Discovery		4000 · Services	345.60	385,205.56
Invoice	01/31/2007	2007-46	ONSITE E-Discovery		4000 · Services	441.20	385,646.76
Invoice	01/31/2007	2007-47	ONSITE E-Discovery		4000 · Services	543.36	386,190.12
Invoice	02/28/2007	2007-76	ONSITE E-Discovery		4000 · Services	151.40	386,341.52
Invoice	02/28/2007	2007-77	ONSITE E-Discovery		4000 · Services	60,248.64	446,590.16
Payment	03/15/2007	20758	ONSITE E-Discovery	660,662,663,664,665,666	1000 · BOA_New-416	-92,898.94	353,691.22
Invoice	03/31/2007	2007-153	ONSITE E-Discovery		4000 · Services	23.60	353,714.82
Invoice	03/31/2007	2007-154	ONSITE E-Discovery		4000 · Services	28,243.52	381,958.34
Invoice	03/31/2007	2007-155	ONSITE E-Discovery		4000 · Services	10.40	381,968.74
Invoice	03/31/2007	2007-156	ONSITE E-Discovery		4000 · Services	930.07	382,898.81
Invoice	03/31/2007	2007-159	ONSITE E-Discovery		4000 · Services	526.06	383,424.87
Invoice	04/30/2007	2007-213	ONSITE E-Discovery		4000 · Services	12,453.12	395,877.99
Invoice	04/30/2007	2007-214	ONSITE E-Discovery		4000 · Services	26.80	395,904.79
Invoice	04/30/2007	2007-215	ONSITE E-Discovery		4000 · Services	19.84	395,924.63
Invoice	04/30/2007	2007-216	ONSITE E-Discovery		4000 · Services	49.30	395,973.93
Invoice	04/30/2007	2007-217	ONSITE E-Discovery		4000 · Services	1,965.12	397,939.05
Invoice	05/31/2007	2007-296	ONSITE E-Discovery		4000 · Services	43.84	397,982.89
Invoice	05/31/2007	2007-297	ONSITE E-Discovery		4000 · Services	5,839.00	403,821.89
Invoice	05/31/2007	2007-298	ONSITE E-Discovery		4000 · Services	3,392.96	407,214.85
Invoice	05/31/2007	2007-299	ONSITE E-Discovery		4000 · Services	1,902.40	409,117.25
Invoice	05/31/2007	2007-300	ONSITE E-Discovery		4000 · Services	14.08	409,131.33
Invoice	05/31/2007	2007-301	ONSITE E-Discovery		4000 · Services	51,497.34	460,628.67

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Type	Date	Num	Name	Memo	Split	Amount	Balance
Payment	06/06/2007	21781	ONSITE E-Discovery	703. to 707	1000 · BOA_New-416	-126,490.30	334,138.37
Invoice	06/30/2007	2007-386	ONSITE E-Discovery		4000 · Services	17.28	334,155.65
Invoice	06/30/2007	2007-387	ONSITE E-Discovery		4000 · Services	4,620.48	338,776.13
Invoice	06/30/2007	2007-388	ONSITE E-Discovery		4000 · Services	33,117.12	371,893.25
Invoice	06/30/2007	2007-389	ONSITE E-Discovery		4000 · Services	842.00	372,735.25
Invoice	06/30/2007	2007-390	ONSITE E-Discovery		4000 · Services	5,757.76	378,493.01
Invoice	06/30/2007	2007-391	ONSITE E-Discovery		4000 · Services	7.36	378,500.37
Invoice	06/30/2007	2007-392	ONSITE E-Discovery		4000 · Services	6,252.16	384,752.53
Invoice	06/30/2007	2007-393	ONSITE E-Discovery		4000 · Services	6,002.51	390,755.04
Invoice	06/30/2007	2007-394	ONSITE E-Discovery		4000 · Services	17,654.40	408,409.44
General Journal	06/30/2007	46A	ONSITE E-Discovery	Portion of Onsite July Inv tak	4000 · Services	3,536.46	411,945.90
Invoice	07/31/2007	2007-478	ONSITE E-Discovery		4000 · Services	49.92	411,995.82
Invoice	07/31/2007	2007-479	ONSITE E-Discovery		4000 · Services	69.76	412,065.58
Invoice	07/31/2007	2007-480	ONSITE E-Discovery		4000 · Services	261.76	412,327.34
Invoice	07/31/2007	2007-481	ONSITE E-Discovery		4000 · Services	15,323.60	427,650.94
Invoice	07/31/2007	2007-482	ONSITE E-Discovery		-SPLIT-	3,419.00	431,069.94
Invoice	07/31/2007	2007-483	ONSITE E-Discovery		4000 · Services	5,280.32	436,350.26
Invoice	07/31/2007	2007-484	ONSITE E-Discovery		4000 · Services	8,547.84	444,898.10
Invoice	07/31/2007	2007-485	ONSITE E-Discovery		4000 · Services	6,714.39	451,612.49
Invoice	07/31/2007	2007-486	ONSITE E-Discovery		4000 · Services	14,459.84	466,072.33
Payment	08/01/2007	22923	ONSITE E-Discovery	Part payment fo Inv2007-43	1000 · BOA_New-416	-60,000.00	406,072.33
Invoice	08/31/2007	2007-511	ONSITE E-Discovery		4000 · Services	11.20	406,083.53
Invoice	08/31/2007	2007-512	ONSITE E-Discovery		4000 · Services	55.36	406,138.89
Invoice	08/31/2007	2007-513	ONSITE E-Discovery		4000 · Services	48.80	406,187.69
Invoice	08/31/2007	2007-514	ONSITE E-Discovery		4000 · Services	11,725.76	417,913.45
Invoice	08/31/2007	2007-515	ONSITE E-Discovery		4000 · Services	60,082.24	477,995.69
Invoice	08/31/2007	2007-516	ONSITE E-Discovery		4000 · Services	8,976.32	486,972.01
Invoice	08/31/2007	2007-517	ONSITE E-Discovery		4000 · Services	206.72	487,178.73
Invoice	08/31/2007	2007-518	ONSITE E-Discovery		4000 · Services	300.00	487,478.73
Invoice	09/30/2007	2007-605	ONSITE E-Discovery		4000 · Services	33.92	487,512.65
Invoice	09/30/2007	2007-606	ONSITE E-Discovery		4000 · Services	37.40	487,550.05
Invoice	09/30/2007	2007-607	ONSITE E-Discovery		4000 · Services	900.48	488,450.53
Invoice	09/30/2007	2007-608	ONSITE E-Discovery		4000 · Services	45.12	488,495.65
Invoice	09/30/2007	2007-609	ONSITE E-Discovery		4000 · Services	107.00	488,602.65
Invoice	09/30/2007	2007-611	ONSITE E-Discovery		-SPLIT-	13,347.71	501,950.36
Invoice	09/30/2007	2007-612	ONSITE E-Discovery		4000 · Services	165.12	502,115.48
Invoice	09/30/2007	2007-613	ONSITE E-Discovery		4000 · Services	55,107.84	557,223.32
Invoice	09/30/2007	2007-614	ONSITE E-Discovery		4000 · Services	1,703.68	558,927.00
Invoice	09/30/2007	2007-615	ONSITE E-Discovery		4000 · Services	5,205.12	564,132.12
Invoice	09/30/2007	2007-616	ONSITE E-Discovery		4000 · Services	930.24	565,062.36
General Journal	10/01/2007	62A	ONSITE E-Discovery	Being June 30th entry of On:	4000 · Services	-3,536.46	561,525.90
Payment	10/15/2007	23654	ONSITE E-Discovery	Part paymetn of Inv 2007-43	1000 · BOA_New-416	-50,000.00	511,525.90
Invoice	10/31/2007	2007-673	ONSITE E-Discovery		4000 · Services	310.40	511,836.30
Invoice	10/31/2007	2007-674	ONSITE E-Discovery		4000 · Services	306.40	512,142.70
Invoice	10/31/2007	2007-675	ONSITE E-Discovery		4000 · Services	16.32	512,159.02
Invoice	10/31/2007	2007-676	ONSITE E-Discovery		4000 · Services	1,624.32	513,783.34
Invoice	10/31/2007	2007-677	ONSITE E-Discovery		4000 · Services	21,463.20	535,246.54
Invoice	10/31/2007	2007-678	ONSITE E-Discovery		4000 · Services	13,234.88	548,481.42
Invoice	10/31/2007	2007-679	ONSITE E-Discovery		4000 · Services	13.44	548,494.86
Invoice	10/31/2007	2007-680	ONSITE E-Discovery		4000 · Services	24,283.20	572,778.06
Invoice	10/31/2007	2007-681	ONSITE E-Discovery		4000 · Services	861.12	573,639.18
Invoice	10/31/2007	2007-682	ONSITE E-Discovery		4000 · Services	416.32	574,055.50
Invoice	10/31/2007	2007-683	ONSITE E-Discovery		4000 · Services	1,542.40	575,597.90
Invoice	11/30/2007	2007-795	ONSITE E-Discovery		4000 · Services	13,425.00	589,022.90
Invoice	11/30/2007	2007-796	ONSITE E-Discovery		4000 · Services	3,674.88	592,697.78
Invoice	11/30/2007	2007-797	ONSITE E-Discovery		4000 · Services	9,519.36	602,217.14
Invoice	11/30/2007	2007-798	ONSITE E-Discovery		4000 · Services	22.08	602,239.22
Invoice	11/30/2007	2007-799	ONSITE E-Discovery		4000 · Services	1,070.40	603,309.62
Invoice	11/30/2007	2007-800	ONSITE E-Discovery		4000 · Services	742.72	604,052.34
Invoice	11/30/2007	2007-801	ONSITE E-Discovery		4000 · Services	3.20	604,055.54
Invoice	11/30/2007	2007-802	ONSITE E-Discovery		4000 · Services	16,264.64	620,320.18
Invoice	11/30/2007	2007-803	ONSITE E-Discovery		4000 · Services	2,118.40	622,438.58
Payment	12/10/2007	24743	ONSITE E-Discovery	76 partpaymetn of 77	1000 · BOA_New-416	-50,151.40	572,287.18
Payment	12/30/2007	24983	ONSITE E-Discovery		1000 · BOA_New-416	-52,531.35	519,755.83
Invoice	12/31/2007	2007-835	ONSITE E-Discovery		4000 · Services	34.56	519,790.39
Invoice	12/31/2007	2007-836	ONSITE E-Discovery		4000 · Services	922.24	520,712.63
Invoice	12/31/2007	2007-837	ONSITE E-Discovery		4000 · Services	15,457.20	536,169.83
Invoice	12/31/2007	2007-838	ONSITE E-Discovery		4000 · Services	28,728.00	564,897.83
Invoice	12/31/2007	2007-839	ONSITE E-Discovery		4000 · Services	9,146.88	574,044.71

Case 09-10816-RGM Claim 39-2 Part 3 Filed 05/08/09 Desc Exhibit(s) List of Invoices (Account Quick Report) Page 3 of 3

Type	Date	Num	Name	Memo	Split	Amount	Balance
Invoice	12/31/2007	2007-840	ONSITE E-Discovery		4000 · Services	5,112.32	579,157.03
Invoice	12/31/2007	2007-841	ONSITE E-Discovery		4000 · Services	167.04	579,324.07
Invoice	12/31/2007	2007-842	ONSITE E-Discovery		4000 · Services	13.12	579,337.19
General Journal	12/31/2007	12/34	ONSITE E-Discovery		4019 · Litigation coding	13,377.77	592,714.96
Payment	01/21/2008		ONSITE E-Discovery		1000 · BOA_New-416	-50,000.00	542,714.96
Invoice	01/31/2008	2008-44	ONSITE E-Discovery		4018 · Offshore coding	1,867.84	544,582.80
Invoice	01/31/2008	2008-45	ONSITE E-Discovery		4018 · Offshore coding	801.60	545,384.40
Invoice	01/31/2008	2008-46	ONSITE E-Discovery		4018 · Offshore coding	182.60	545,567.00
Invoice	01/31/2008	2008-47	ONSITE E-Discovery		4018 · Offshore coding	738.24	546,305.24
Invoice	01/31/2008	2008-48	ONSITE E-Discovery		4018 · Offshore coding	3.84	546,309.08
Invoice	01/31/2008	2008-49	ONSITE E-Discovery		4018 · Offshore coding	869.12	547,178.20
Invoice	01/31/2008	2008-50	ONSITE E-Discovery		4018 · Offshore coding	898.56	548,076.76
Invoice	01/31/2008	2008-51	ONSITE E-Discovery		4018 · Offshore coding	1,293.44	549,370.20
Invoice	02/29/2008	2008-143	ONSITE E-Discovery		4018 · Offshore coding	552.00	549,922.20
Invoice	02/29/2008	2008-144	ONSITE E-Discovery		4018 · Offshore coding	287.40	550,209.60
Invoice	02/29/2008	2008-145	ONSITE E-Discovery		4018 · Offshore coding	60.48	550,270.08
Invoice	02/29/2008	2008-146	ONSITE E-Discovery		-SPLIT-	11,956.92	562,227.00
Invoice	02/29/2008	2008-147	ONSITE E-Discovery		4018 · Offshore coding	349.12	562,576.12
Invoice	02/29/2008	2008-148	ONSITE E-Discovery		4018 · Offshore coding	1.28	562,577.40
Invoice	02/29/2008	2008-149	ONSITE E-Discovery		4018 · Offshore coding	280.96	562,858.36
Invoice	02/29/2008	2008-150	ONSITE E-Discovery		4018 · Offshore coding	0.64	562,859.00
Invoice	02/29/2008	2008-151	ONSITE E-Discovery		4018 · Offshore coding	4,824.00	567,683.00
Payment	03/24/2008	25904	ONSITE E-Discovery	Partial payment of inv#2007-	1000 · BOA_New-416	-50,000.00	517,683.00
Invoice	03/31/2008	2008-193	ONSITE E-Discovery		4018 · Offshore coding	10,733.20	528,416.20
Invoice	03/31/2008	2008-194	ONSITE E-Discovery		4018 · Offshore coding	3,594.24	532,010.44
Invoice	03/31/2008	2008-195	ONSITE E-Discovery		4018 · Offshore coding	36.16	532,046.60
Invoice	03/31/2008	2008-196	ONSITE E-Discovery		4018 · Offshore coding	5,621.12	537,667.72
Invoice	03/31/2008	2008-197	ONSITE E-Discovery		4018 · Offshore coding	5.44	537,673.16
Payment	04/09/2008	26380	ONSITE E-Discovery	1/2007, 5/31/2007, 6/30/2007	1000 · BOA_New-416	-50,835.09	486,838.07
Invoice	04/30/2008	2008-265	ONSITE E-Discovery		4018 · Offshore coding	7,152.32	493,990.39
Invoice	04/30/2008	2008-266	ONSITE E-Discovery		4018 · Offshore coding	39.36	494,029.75
Invoice	04/30/2008	2008-267	ONSITE E-Discovery		4018 · Offshore coding	13.44	494,043.19
Invoice	04/30/2008	2008-268	ONSITE E-Discovery		4018 · Offshore coding	77.00	494,120.19
Invoice	04/30/2008	2008-269	ONSITE E-Discovery		4018 · Offshore coding	323.20	494,443.39
Invoice	05/31/2008	2008-321	ONSITE E-Discovery		4018 · Offshore coding	467.52	494,910.91
Invoice	05/31/2008	2008-322	ONSITE E-Discovery		4018 · Offshore coding	38.40	494,949.31
Invoice	05/31/2008	2008-323	ONSITE E-Discovery		4018 · Offshore coding	70.40	495,019.71
Invoice	06/30/2008	2008-386	ONSITE E-Discovery		4018 · Offshore coding	488.32	495,508.03
Invoice	06/30/2008	2008-387	ONSITE E-Discovery		4018 · Offshore coding	137.20	495,645.23
Invoice	06/30/2008	2008-388	ONSITE E-Discovery		4018 · Offshore coding	17.60	495,662.83
Invoice	06/30/2008	2008-389	ONSITE E-Discovery		4018 · Offshore coding	189.12	495,851.95
Invoice	06/30/2008	2008-390	ONSITE E-Discovery		4018 · Offshore coding	0.32	495,852.27
Invoice	06/30/2008	2008-391	ONSITE E-Discovery		-SPLIT-	1,007.52	496,859.79
Invoice	07/31/2008	2008-423	ONSITE E-Discovery		4018 · Offshore coding	0.64	496,860.43
Invoice	07/31/2008	2008-424	ONSITE E-Discovery		4018 · Offshore coding	35.20	496,895.63
Invoice	07/31/2008	2008-425	ONSITE E-Discovery		4018 · Offshore coding	18,537.92	515,433.55
Invoice	07/31/2008	2008-426	ONSITE E-Discovery		4018 · Offshore coding	12.00	515,445.55
Invoice	08/31/2008	2008-492	ONSITE E-Discovery		4018 · Offshore coding	8,825.28	524,270.83
Invoice	08/31/2008	2008-493	ONSITE E-Discovery		4018 · Offshore coding	24.20	524,295.03
Invoice	08/31/2008	2008-494	ONSITE E-Discovery		-SPLIT-	640.00	524,935.03
Payment	09/29/2008	28540	ONSITE E-Discovery	Inv dated-06/30/07,06/30/07	1000 · BOA_New-416	-50,000.00	474,935.03
Invoice	09/30/2008	2008-558	ONSITE E-Discovery		4018 · Offshore coding	2,096.96	477,031.99
Invoice	09/30/2008	2008-559	ONSITE E-Discovery		4018 · Offshore coding	110.08	477,142.07
Invoice	10/31/2008	2008-621	ONSITE E-Discovery		4018 · Offshore coding	25.60	477,167.67
Invoice	10/31/2008	2008-622	ONSITE E-Discovery		4018 · Offshore coding	4,822.40	481,990.07
Invoice	10/31/2008	2008-623	ONSITE E-Discovery		4018 · Offshore coding	98.80	482,088.87
Payment	11/12/2008	29082	ONSITE E-Discovery	Inv dated 07/31/2007 and 08	1000 · BOA_New-416	-50,000.00	432,088.87
Invoice	11/30/2008	2008-731	ONSITE E-Discovery		4018 · Offshore coding	4,884.48	436,973.35
Payment	12/04/2008	29331	ONSITE E-Discovery	Inv dated 8/31/2007	1000 · BOA_New-416	-25,000.00	411,973.35
Invoice	12/31/2008	2008-801	ONSITE E-Discovery		-SPLIT-	232.25	412,205.60
Invoice	12/31/2008	2008-802	ONSITE E-Discovery		4018 · Offshore coding	670.72	412,876.32
Invoice	12/31/2008	2008-803	ONSITE E-Discovery		4018 · Offshore coding	213.12	413,089.44
						<u>413,089.44</u>	<u>413,089.44</u>
TOTAL						<u>413,089.44</u>	<u>413,089.44</u>

SUBCONTRACTOR AGREEMENT

THIS SUBCONTRACTOR AGREEMENT (this "Agreement") is made and shall be effective as of the 30th day of JANUARY, 2008, by and between OnSite Sourcing Inc. ("ONSS"), and TRICOM DOCUMENT MGMT. ("TRICOM").

Background

TRICOM and ONSS desire to enter into a mutually beneficial contractual and working relationship in order to provide certain consulting and other services to TRICOM customers, all on the terms and conditions set forth herein. In consideration of the foregoing, TRICOM and ONSS, intending to be legally bound, hereby agree as follows:

otherwise between ONSS and TRICOM. ONSS agrees to carry and maintain in full force and effect all insurance coverage reasonably necessary and appropriate under applicable State and Federal laws, including, but not limited, to automobile liability, worker's compensation and unemployment insurance coverage. Upon request, ONSS shall provide TRICOM with a certificate of insurance evidencing its insurance coverage.

- 1. Subcontractor Relationship. ONSS acknowledges that TRICOM, from time to time, authorizes subcontractors having complimentary and qualified skills to assist TRICOM in promoting and obtaining project work opportunities. ONSS desires to provide its professional skills and expertise to TRICOM and its customers, and TRICOM desires to engage ONSS, for such purpose.
- 2. ONSS Marketing Materials. ONSS may, from time to time, in the exercise of its sole discretion, elect to provide TRICOM with certain ONSS marketing literature, sales brochures, company profiles and business cards, as well as limited access to communications equipment and business plans. TRICOM agrees to utilize such materials solely for the purposes of the applicable subcontracting engagement.
- 3. ONSS Services. ONSS agrees to provide the specific services described in Exhibit A hereto (the "Services") in connection with the TRICOM customer service engagement referenced thereon. ONSS shall provide the Services in a professional manner, consistent with applicable industry standards. Unless specifically designated in writing as an authorized agent for TRICOM, ONSS may not, and shall have no power or authority to, enter into or negotiate any commitment, agreement or understanding with any ONSS or third party on behalf of TRICOM.
- 4. Independent Contractor Insurance. ONSS acknowledges that no employer-employee relationship is intended or exists hereunder or

- 5. Confidentiality. ONSS agrees that it will regard as confidential all information communicated to or received by ONSS in the course of or in connection with its provision of services hereunder, whether received from TRICOM or any customer of TRICOM. ONSS agrees to safeguard and maintain the confidentiality of all such information and that it will not, without TRICOM's prior written consent, make any oral or written disclosures, except to persons who may from time to time be designated by TRICOM as authorized to receive such information, or otherwise use any such information for any purpose other than the limited purpose contemplated by its service engagement. These restrictions shall not apply to information (1) generally known to the public or obtainable from public sources, (2) previously in the possession of ONSS, or (3) approved by TRICOM in writing for release without restriction.
- 6. Technology. TRICOM agrees that it does not plan to build a document review application while it is partnered with ONSS.
- 7. Non-Solicitation. As a material condition to the performance by ONSS of its Services, during the term of this Agreement and for a period of one (1) year following the expiration or termination of this Agreement for any reason, TRICOM shall not (i) offer employment to any employee of ONSS, (ii) attempt to directly or indirectly induce or solicit any employee of ONSS to terminate his or her employment with ONSS, or (iii) offer employment to a former employee of ONSS for the twelve (12) month period immediately

following such former employee's termination of employment with ONSS. In the event of a breach by TRICOM of this Section, TRICOM shall, within ten (10) days of such breach, pay ONSS, in addition to any other fees required hereunder, damages in an amount equal to fifty percent (50%) of the total compensation paid to such employee or former employee in the last twelve (12) months of his or her employment by ONSS. Money damages may not be an adequate remedy for a breach by TRICOM of this Section and, therefore, in addition to any other legal or equitable remedies available to it, ONSS shall be entitled to obtain an injunction against such breach. The obligations set forth in this Section are independent covenants and shall survive the termination or expiration of this Agreement.

8. Compensation. Specific compensation terms shall be set forth in writing and attached hereto as Exhibit A. Additional attachments may be added to this Agreement as subsequent work opportunities and agreements are reached between TRICOM and ONSS from time to time. Compensation terms must be agreed to in writing in advance of each project by TRICOM and ONSS.

9. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ONSS MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT SHALL ONSS BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF ONSS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. ONSS'S LIABILITY HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO ONSS HEREUNDER.

10. Equipment. ONSS shall supply all equipment, tools, materials, supplies, employees and work space to accomplish its Services hereunder, with

the exception of any hardware, software, materials, supplies and space to be furnished by TRICOM customers or TRICOM, to the extent described on Exhibit A.

11. Supervision. ONSS retains the right and responsibility to control or direct the manner in which the Services described herein are to be performed.

12. Expenses; Taxes. ONSS shall be responsible for all expenses incurred in providing its Services hereunder, including, without limitation, telephone expense, long distance charges, payroll taxes, worker's compensation and fringe benefits for employees.

13. Term. This Agreement shall remain in full force and effect until terminated by either party upon thirty (30) days prior written notice; provided, however, that either party may terminate this Agreement at any time in the event of a breach by the other party of any of its representations or obligations hereunder which remains uncured, if curable, for a period of ten (10) days following written notice of such breach. This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement and understanding between TRICOM and ONSS with respect to the subject matter hereof. This Agreement and all rights hereunder shall inure to the benefit of the respective parties, their successors and assigns.


14. Assignment; Governing Law. This Agreement may not be assigned by either party without the prior written consent of the other. If any clause of this Agreement is determined to be unenforceable under applicable federal or state law, the exclusion of such clause shall not affect the validity or enforceability of this Agreement. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties will be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of TRICOM and ONSS have executed this Agreement, effective as of the date first written above.

ONSS

TRICOM

By: 
Name: WILLIAM F. TEVCHAN
Its: COO

By: 
Name: SAMEER SHETH
Its: V.P. SALES

**EXHIBIT A
TO SUBCONTRACTOR AGREEMENT**

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made as of the 15th day of January 2008, by and between Tricom Document Management, Inc., a California based corporation ("Tricom") and ONSITE³, a Virginia corporation ("Onsite³").

About Onsite³

ONSITE³ is a leading global provider of forensics, discovery, review, and consulting services to law firms and corporations.

About Tricom

Tricom is a litigation support company offering domestic as well as offshore document coding, discovery and attorney review services.

Scope of MOU

Tricom has shown interest in using ONSITE³'s online document review tool eView. Tricom would like to use this tool as part of their Attorney Review service offering. ONSITE³ is interested in promoting its review tool through partnership with Tricom. ONSITE³ may also offer Tricom's attorney review services to its clients.

Additionally, ONSITE³ has retained Tricom to provide document coding services on numerous projects. This relationship between ONSITE³ and Tricom has proven to be mutually beneficial to both corporations and their clients and the parties wish to strengthen this coding relationship so as to benefit the parties and their clients.

Terms of MOU

1. Onsite³'s eView Review Platform is a registered product of ONSITE³.
2. A formal agreement will follow this MOU.
3. Onsite³ will train Tricom personnel on the administration and use of the eView Review Platform. These Tricom personnel will then act as Tricom's experts in the administration and use of eView and will train Tricom's reviewers located in the U.S. and India.
4. This MOU will also allow Tricom to offer ONSITE³'s discovery and hosting services to its clients.
5. This MOU will also allow ONSITE³ to offer Tricom's attorney review services to its clients.

CONFIDENTIAL INFORMATION

This Pricing Guideline and the information contained herein is the proprietary and confidential information of ONSITE³. The information from the guideline, whether written or implied, is not to be used, discussed or copied for any other purpose except with prior expressed written consent of ONSITE³.

6. Onsite³ will allow Tricom continuing access to eView and the eView demo database for training and promotion purposes.
7. Pricing schedules of ONSITE³ & Tricom are attached with this MOU. The schedule reflects ONSITE³'s pricing to Tricom for eView, discovery, and hosting services. Tricom's pricing schedule reflects rates for Attorney Review Services to ONSITE³.
8. Both Onsite³ and Tricom understand that there is no exclusivity in this relationship except as described below in regard to outsourced coding work. As to document review services/review applications Tricom will promote eView to its client, and ONSITE³ will promote Tricom's attorney review services; however, the final decision would be with the end client.
9. To further enhance the coding relationship between the parties and obtain the best pricing and service for ONSITE³ and it's clients the parties also agree as follows regarding coding services:
 - a. Tricom will provide sales support to ONSITE³ including sales training, joint sales conferences and calls, technical support, and other reasonable sales support as necessary to ensure continued success.
 - b. Tricom will provide a dedicated domestic Project Manager who shall be responsible for ONSITE³ projects. This Project Manager will manage and coordinate production requirements for both domestic and offshore projects.
 - c. Tricom has developed an online Project Tracking tool and will provide access to ONSITE³ promoting real time, on demand, project status.
 - d. Tricom will provide ONSITE³ with the highest level of production priority with planning and allocating production resources across ongoing projects.
 - e. Tricom will provide ONSITE³ a comprehensive, standardized price guide with the company's most aggressive pricing as described in Appendix B attached hereto.
 - f. Tricom will provide ONSITE³ a volume bonus discount based on attaining annual levels of business as described in Appendix C attached hereto.
 - g. During the term of this agreement Tricom will not develop any document review applications or document review software, and will not use any ONSITE³ proprietary information in any later development operations.
 - h. Except to the extent Tricom: 1) cannot meet a client's turnaround time, 2) doesn't have the capacity required for a job, or 3) turns down a job, ONSITE³ will not engage other coding vendors for outsourced coding work in during the term of this Agreement. ONSITE³ will continue to offer in-house coding services to its clients.
 - i. The parties grant each the right to reference the parties' strategic alliance and relationship in any or all marketing efforts including but not limited to the websites, press releases, and in providing references to prospective clients. Each party shall have the right to review and recommend changes regarding such marketing efforts.

CONFIDENTIAL INFORMATION

This Pricing Guideline and the information contained herein is the proprietary and confidential information of ONSITE³. The information from the guideline, whether written or implied, is not to be used, discussed or copied for any other purpose except with prior expressed written consent of ONSITE³.

10. OnSite will host all TRICOM data within OnSite's current cView hosting infrastructure.
11. OnSite will bill TRICOM directly for all services; refer to Attachment A for TRICOM/OnSite Pricing Guideline details.
12. Pricing may be negotiated beyond the terms of the agreement depending on scope of project and must be approved by OnSite and TRICOM.
13. TRICOM will serve as project management for all cases on eView. TRICOM will utilize cView for case management and support and technical questions about the tool.
14. OnSite will not contact TRICOM's client unless we have explicit permission from TRICOM and/or their client requests to speak with a technician from the eView support team.
15. TRICOM and OnSite will work together as best described in Attachment B, TRICOM and OnSite Partnership Workflow Specifications details.
16. OnSite will work closely with and provide TRICOM the details specs for processing the data in order to assure all functions work properly once data is loaded to eView.

Contacts:

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This Pricing Guideline and the information contained herein is the proprietary and confidential information of ONSITE³. The information from the guideline, whether written or implied, is not to be used, discussed or copied for any other purpose except with prior expressed written consent of ONSITE³.

Eastern District of Virginia Claims Register

09-10816-RGM On-Site Sourcing, Inc.

Judge: Robert G. Mayer **Chapter:** 11
Office: Alexandria **Last Date to file claims:**
Trustee: **Last Date to file (Govt):** 08/03/2009

Creditor: (8919128) Tricom Document Management, Inc. 2450 Peralta Boulevard #222 Fremont, California 94536	Claim No: 39 <i>Original Filed</i> <i>Date:</i> 05/08/2009 <i>Original Entered</i> <i>Date:</i> 05/08/2009 <i>Last Amendment Filed:</i> 05/08/2009 <i>Last Amendment Entered:</i> 05/08/2009	Status: <i>Filed by:</i> AT <i>Entered by:</i> Danzig, Jeffrey <i>Modified:</i>
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Unsecured claimed: \$763089.44
Total claimed: \$763089.44

History:
Details 39-1 05/08/2009 Claim #39 filed by Tricom Document Management, Inc., total amount claimed: \$763089.44 (Danzig, Jeffrey)
Details 39-2 05/08/2009 Amended Claim #39 filed by Tricom Document Management, Inc., total amount claimed: \$763089.44 (Danzig, Jeffrey)

Description: (39-1) \$413,089.44 for unpaid invoices for subcontract work performed by creditor; \$350,000 for subcontract work that should have gone to creditor but did not (39-2) \$413,089.44 in unpaid invoices for subcontract work performed by creditor; \$350,000 in subcontract work that should have gone to creditor but did not

Remarks: (39-1) See Attachment to Proof of Claim, Invoice List and Subcontractor Agreement filed herewith
(39-2) See Attachment to Proof of Claim, List of Invoices (Account Quick Report) and Subcontractor Agreement filed herewith

Claims Register Summary