

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
SANMINA CORPORATION,	:	
	:	1:19-cv-11710-KPF
Plaintiff,	:	
	:	Related Case No.:
vs.	:	1:19-cv-11712-KPF
	:	
DIALIGHT PLC,	:	
	:	
Defendant.	:	
-----X		

**SANMINA CORPORATION’S REPLY IN SUPPORT OF ITS MOTION FOR  
RECONSIDERATION OF DENIAL OF SUMMARY ADJUDICATION AS TO  
SANMINA’S “ACCOUNTS RECEIVABLE” CLAIM (COUNT 1 OF FIRST AMENDED  
COMPLAINT)**

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**TABLE OF CONTENTS**

	<b><u>Page</u></b>
I. INTRODUCTION .....	2
II. ARGUMENT .....	2
A. The Reconsideration Standard .....	2
B. Sanmina is Not Raising Credibility Issues.....	3
C. Sanmina Did Not Offer Evidence it Failed to Offer in its Motion. ....	3
D. Dialight Still Fails to Identify Evidence Supporting a Triable Issue of Fact.....	4
E. Application of the UCC .....	7
III. CONCLUSION.....	9

**TABLE OF AUTHORITIES**

	<b>Page(s)</b>
<b>Cases</b>	
<i>Architectronics, Inc. v. Control Sys., Inc.</i> , 935 F. Supp. 425 (S.D.N.Y. 1996) .....	8
<i>Baker v. Goldman Sachs &amp; Co.</i> , 669 F.3d 105 (2d Cir. 2012).....	4
<i>Bowlin's, Inc. v. Ramsey Oil Co., Inc.</i> 99 N.M. 660 (N.M. Ct. App. 1983) .....	8
<i>LoSacco v. City of Middletown</i> , 822 F.Supp. 870 (D. Conn. 1993) <i>aff'd sub nom. Lo Sacco v. City of Middletown</i> , 33 F.3d 50 (2d Cir. 1994) .....	2
<i>Shrader v. CSX Transp., Inc.</i> , 70 F.3d 255 (2d Cir. 1995).....	2
<b>Statutes</b>	
N.Y. U.C.C. Law § 2-102 .....	8
N.Y. U.C.C. Law § 2-302 .....	8
N.Y. U.C.C. Law § 2-303 .....	8
N.Y. U.C.C. Law § 2-602 .....	9
N.Y. U.C.C. Law § 2-606 .....	9
N.Y. U.C.C. Law § 2-607 .....	9
N.Y. U.C.C. Law § 2-607(1) .....	8
N.Y. U.C.C. Law § 2-607(2) .....	8
N.Y. U.C.C. Law § 2-714 .....	8
<b>Other Authorities</b>	
2 Anderson U.C.C. § 2-102:6 (3d. ed.).....	8
Fed.R.Evid. 106 .....	4

## **I. INTRODUCTION**

Dialight’s Opposition [Dkt. 133] continues to ignore the actual invoices at issue in Sanmina’s A/R Claim, relying instead on vague testimony concerning instances of non-delivery (or short or defective deliveries). Under the heavily-negotiated MSA, Dialight was required to reject all deliveries within 15 days of shipment, regardless of whether they were received, and regardless of their contents or condition on receipt. The Camacho declaration establishes that every invoice represents a Sanmina shipment accompanied by a contemporaneous invoice. In response, Dialight failed to identify in its MSJ Opposition a single document that constitutes a notice of rejection of any shipment at issue in the A/R Claim. Indeed, it was Sanmina that scoured Dialight’s interrogatory responses and identified one such document in a list of dozens of “rejections” that Dialight claimed to have identified. Sanmina thus withdrew its claim as to that invoice.

Sanmina responds below to each of Dialight’s arguments.

## **II. ARGUMENT**

### **A. The Reconsideration Standard**

Dialight mischaracterizes the standard for reconsideration, arguing incorrectly that reconsideration requires a clear error of law, when a clear error of fact also supports reconsideration. *Shrader v. CSX Transp., Inc.*, 70 F.3d 255, 257 (2d Cir. 1995) (“reconsideration will generally be denied unless the moving party can point to controlling decisions *or data* that the court overlooked—matters, in other words, that might reasonably be expected to alter the conclusion reached by the court”) (emphasis added); *LoSacco v. City of Middletown*, 822 F.Supp. 870, 876, (D. Conn. 1993) *aff’d sub nom. Lo Sacco v. City of Middletown*, 33 F.3d 50 (2d Cir. 1994) (“It is well established that the function of a motion for reconsideration is to

present the court with an opportunity to correct “manifest errors of law or fact or to consider newly discovered evidence...” (Citations omitted).

Reconsideration here is based on Dialight’s failure to identify any notice of rejection that: (i) Dialight issued to Sanmina within 15 days of shipment; and (ii) pertained to any of the invoices at issue in the A/R Claim. While, as the Court noted, Dialight identified evidence that, from time to time, it rejected Sanmina’s deliveries, but for one withdrawn invoice, the record is devoid of evidence that Dialight timely rejected any of the shipments underlying Sanmina’s A/R claim. Sanmina is not asking the Court to re-weigh evidence, but to reconsider its ruling in light of this very specific and dispositive factual omission in Dialight’s MSJ Opposition.

**B. Sanmina is Not Raising Credibility Issues.**

Dialight argues: “Sanmina asserts that Ronan Sheehy’s testimony should not be credited because he was compensated by Dialight and is thus ‘under Dialight’s control.’” Opp. at p. 8. Sanmina has made no such argument. Sanmina argued – and Dialight appears not to dispute – that Mr. Sheehy never testified that Dialight rejected any invoice that comprises the A/R claim. Motion at p. 3. In a footnote, Sanmina merely pointed out that, because Mr. Sheehy remains under Dialight’s control, Dialight could have obtained a declaration from Mr. Sheehy if he could have offered additional testimony not elicited in his deposition – such as testimony identifying specific invoices that were timely rejected. The issue is not whether Mr. Sheehy is credible; the issue is that he did not offer any testimony that raised a triable issue of fact. And the fact that he is under Dialight’s control indicates that, if he could have provided testimony sufficient to raise a triable issue of fact, Dialight could and would have offered it.

**C. Sanmina Did Not Offer Evidence it Failed to Offer in its Motion.**

Dialight argues that Sanmina improperly relies on “its newly submitted attorney declaration and accompanying documents.” Opp. at p. 6. The attorney declaration simply

authenticated the documents it attached. The declaration attached two documents. One was the Camacho declaration, which accompanied Sanmina's moving summary judgment papers, and was simply attached for the Court's convenience given the enormous amount of documentation submitted in connection with the MSJ. The other was the Notice of Deposition that Dialight omitted when it filed with its Opposition the Sheehy deposition transcript to which the Notice was an exhibit. That Notice of Deposition should be considered under the "rule of completeness." Fed.R.Evid. 106; *Baker v. Goldman Sachs & Co.*, 669 F.3d 105, 111 (2d Cir. 2012). In evaluating whether Mr. Sheehy's testimony creates a triable issue of fact, the Court certainly should consider that Dialight designated him as its corporate representative on the issue of whether Dialight rejected or revoked acceptance of any of the invoices underlying the A/R Claim.

**D. Dialight Still Fails to Identify Evidence Supporting a Triable Issue of Fact.**

In reality, Dialight does not dispute that the Court may properly consider the Camacho declaration. Rather, Dialight argues that his declaration was contradicted by the testimony of three witnesses (only two of whom were identified in Dialight's MSJ Opposition<sup>1</sup>). Opp. at pp. 8-9.

The most efficient way to respond to the evidence Dialight now cites is to summarize it here:

- Sheehy depo., 66:7-20: This is testimony about past-due invoices as of February 2018. This testimony pertains to trial exhibit 50 [*see* Sheehy at 62:1-66:2], a February 2018 email exchange about Dialight's past due account. Upon being

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<sup>1</sup> Dialight did not cite the testimony of Mr. Harris to dispute any of the undisputed facts identified by Sanmina in support of its motion on the A/R Claim. *See* Dialight Responses to Sanmina Corporation's Statement of Material Facts, etc. [Dkt 76], Fact nos. 63-70.

shown exhibit 50, Mr. Sheehy answers the question “what was the reason, if you can recall, why Dialight had invoices that were unpaid past 30 days *at this point in time.*” *Id.* at 66:3-6 (emphasis added).<sup>2</sup> As a reminder, Dialight terminated the MSA effective January 2019. The oldest invoice identified in Exhibit A to the Camacho declaration is dated February 20, 2018 (i.e., after the date of ex. 50), but even that is irrelevant because it is a credit and thus not an amount owed. The oldest invoice for an amount owed is dated May 17, 2018.

- Sheehy depo., 166:19-167:12 (not cited in Dialight’s opposition): This testimony explains *how* Dialight rejected deliveries, without any statement that Dialight rejected the deliveries at issue in the A/R claim.
- Sheehy depo, 199:2-12: Testimony also tied to the February 15, 2018 email (ex. 50) [*id.* at 196:11-13], in which Mr. Sheehy states that Dialight did not pay any invoices that failed to satisfy its “three-way matching process.” *Id.* at 196:18-197:15.
- Sheehy depo., 349:19-23-352:24: This is part of the testimony the Court cited at page 31 of its Sealed Opinion. As discussed in the moving papers, Mr. Sheehy testified that “the general principles are all disputed items, in general, relate to quantities of materials that were not received.” Nowhere in this cited testimony does he identify any invoice that Dialight ever rejected by way of a timely notice of rejection. Indeed, as noted in the moving papers, Dialight did not identify

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<sup>2</sup> Although Dialight did previously cite this testimony, it did so only for the proposition that “Sanmina was difficult to get answers from when there were disputes involving invoices from Dialight and Sanmina ignored invoices from Dialight.” [Fact no. 64 [Dkt. 94, p. 59 of 88].] Now that Dialight is using this testimony as evidence of rejection, it is appropriate that the court review it in the context of trial exhibit 50, which is filed with this Reply. [Declaration of Michael C. Lieb, ex. A.]

anywhere in its MSJ Opposition a single document that it claimed constituted a timely notice of rejection of any of the invoices that comprise the A/R Claim, nor did Dialight even claim that it was disputing any aspect of the A/R claim other than for the alleged shipment of defective goods that Dialight did not timely sort and thus admits it did not timely reject. [See Fact no. 67 [Dkt. 94, p. 60].<sup>3</sup>]

- Harris depo., 269:4-14: This testimony, which Dialight did not previously cite in its MSJ Opposition, pertains to deposition exhibit 226, which Dialight did not offer in its opposition [Dkt. 98]; and which Mr. Harris testified he did not prepare [Harris at 265:1-270:4.] But in any case, none of the cited testimony addresses notices of rejection (timely or otherwise).
- Escamilla depo., 201:19-204:17; 221:12-14: In this testimony, which was addressed in the Motion for Reconsideration, Mr. Escamilla states that post-termination, Dialight was overwhelmed with materials, had to set up outdoor tents to hold them, and took a long time to inspect them. Nowhere does he testify that notices of rejection (or “discrepancy reports,” which Mr. Escamilla seems to say would substitute for such notices) were issued within 15 days of shipment.

Indeed, as the additional context to the second quoted excerpt shows (*id.* at 220:5-221:11), Mr. Escamilla was testifying about an email from Dialight’s COO, Luis

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<sup>3</sup> “**67.** Dialight did not provide Sanmina with notice of rejection of any of the Products shipped, or other charges reflected in, any of the invoices comprising Sanmina’s A/R claim for the delivery of products other than a single invoice that was removed from the computation of damages. [Camacho Decl. ¶¶ 11-12.]

“**Dialight’s Response to Paragraph 67:** Disputed. After termination, Dialight received a large number of goods from Sanmina. [Escamilla 221:12-14]. Dialight had to sort the goods into tents to determine which were defective. [Escamilla 201:24-202:22]”



Ramirez, who was complaining that materials delivered by Sanmina were sitting in tents at Dialight's facility for six months without inspection.

- Rader Declaration ex. 104: This is a May 2017 email exchange (i.e., the early stages of the relationship) about shipping issues – specifically items supposedly marked as shipped but still on the loading dock. This email bears no relationship to the issue of whether Dialight timely rejected any shipments at issue in the A/R claim. This email is also so remote in time from the A/R at issue as to be irrelevant; and it also pertains to shipments to Dialight customers, while the A/R claim pertains to shipments of materials to Dialight. [Harris depo., 269:21-270:10.]

The only evidence before this Court that identifies the invoices comprising the A/R claim comes from Mr. Camacho's declaration, including Exhibit A thereto. In it, Mr. Camacho states that he reviewed every document Dialight identified as a notice of rejection in its verified interrogatory response (which has never been supplemented). But for one \$600 invoice (which Sanmina therefore removed from its claim), Sanmina's A/R claim does not include any claims for rejected shipments. Furthermore, the declaration is not a mere conclusory statement to which a response would be difficult. To the contrary, it authenticates exhibit A, a detailed spreadsheet in native format listing every invoice involved, including dates, products, prices, packing list numbers and all manner of information. Dialight cannot swat that detail away with vague testimony that some deliveries were not received or were received in defective condition. There is no triable issue of fact, as Dialight's own responses to Fact nos. 63-70 confirm.

#### **E. Application of the UCC**

Sanmina acknowledged in its Motion for Reconsideration that the Court indicated that it is leaning toward a finding that the MSA as a whole is not a contract for transactions in goods.

While Sanmina hopes to convince the Court otherwise, that issue is immaterial to the outcome of this Motion.

First, the issue of whether the MSA as a whole is governed by the UCC does not alter the fact that the A/R Claim is a claim for non-payment for shipments of goods. The UCC applies to all “transactions in goods” – a concept far broader than just contracts for the sale of goods. It is beyond reasonable dispute that Sanmina’s A/R claim arises out of transactions in goods. *See* N.Y. U.C.C. Law § 2-102; *see also* 2 Anderson U.C.C. § 2-102:6 (3d. ed.) (“any dealings with respect to ‘goods’ are covered by Article 2 unless the wording of the particular provision is such that it is not appropriate to the particular dealing or transaction.”); *Architectronics, Inc. v. Control Sys., Inc.*, 935 F. Supp. 425, 431 (S.D.N.Y. 1996). The A/R claim is thus governed by the UCC, and Dialight has no defense to it.<sup>4</sup>

But even if the UCC did not apply, Section 3.6 of the MSA produces the same result. Indeed, whether the UCC applies is really a red herring because the MSA requires rejection of all shipments within 15 days *of shipment*. [Ex. 24, § 3.6.] As noted in the MSJ and Motion for Reconsideration, there is a good reason for this requirement: Sanmina needs to know not only whether a shipment is short or defective, but whether it may be lost in transit. Section 3.6 is fully enforceable absent proof of unconscionability, which Dialight has not attempted to offer and could not substantiate. N.Y. U.C.C. Law § 2-302, 303; *see also* *Bowlin's, Inc. v. Ramsey Oil Co., Inc.* 99 N.M. 660, 667-68 (N.M. Ct. App. 1983) (upholding 2-day deadline for rejection and stating that terms and conditions of rejection may be specified by the parties subject only to UCC unconscionability provisions).

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<sup>4</sup> Dialight might, under certain circumstances, have the right to sue for breach (§2-714), but the UCC is unequivocal that failure to timely reject requires Dialight to pay the contract price when due. N.Y. U.C.C. § 2-607(1), (2).

The Camacho declaration establishes that the entire A/R claim consists of duly-issued invoices sent to Dialight on the same day Sanmina shipped the goods identified in the invoices. Camacho decl., ¶ 8. If Dialight failed to provide timely notice to Sanmina, whether the notice would have been of non-receipt or an incomplete shipment or a defective shipment, Dialight was required to pay the invoice. N.Y. U.C.C. Law §§ 2-602, 2-606, 2-607.

### **III. CONCLUSION**

Based on the foregoing, Sanmina respectfully requests that the Court reconsider its denial of Sanmina's Motion for Summary Judgment on Count One of its First Amended Complaint, and on reconsideration, grant summary judgment in favor of Sanmina on Count One.

Dated April 18, 2023

ERVIN COHEN & JESSUP LLP  
and  
RICH, INTELISANO & KATZ, LLP

By: /s/ Michael C. Lieb

Michael C. Lieb (mlieb@ecjlaw.com)  
9401 Wilshire Boulevard, Twelfth Floor  
Beverly Hills, California 90212-2974  
(310) 273-6333  
*Attorneys for Plaintiff Sanmina Corporation*

**PROOF OF SERVICE**

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 9401 Wilshire Boulevard, Twelfth Floor, Beverly Hills, CA 90212-2974.

On April 18, 2023, I served true copies of the following document(s) described as **SANMINA CORPORATION’S REPLY IN SUPPORT OF ITS MOTION FOR RECONSIDERATION OF DENIAL OF SUMMARY ADJUDICATION AS TO SANMINA’S “ACCOUNTS RECEIVABLE” CLAIM (COUNT 1 OF FIRST AMENDED COMPLAINT)** on the interested parties in this action as follows:

Daniel J. Herling (admitted pro hac vice)  
MINTZ LEVIN COHEN FERRIS GLOVSKY  
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44 Montgomery Street, 36th Floor  
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*Attorneys for DIALIGHT PLC*

Scott A. Rader  
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The Chrysler Center  
666 Third Avenue  
New York, NY 10017  
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E-mail: SARader@mintz.com

**BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the document(s) to be electronically transmitted to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on April 18, 2023, at Beverly Hills, California.

*/s/ Viktoria Gold*  
\_\_\_\_\_  
Viktoria Gold

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X		
SANMINA CORPORATION,	:	
	:	1:19-cv-11710-KPF
Plaintiff,	:	
	:	Related Case No.:
vs.	:	1:19-cv-11712-KPF
	:	
DIALIGHT PLC,	:	
	:	
Defendant.	:	
-----X		

**DECLARATION OF MICHAEL C. LIEB IN SUPPORT OF SANMINA  
CORPORATION’S REPLY IN SUPPORT OF ITS MOTION FOR  
RECONSIDERATION**

Joseph A. Gershman  
RICH, INTELISANO & KATZ, LLP  
915 Broadway, Suite 900  
New York, New York 10010  
(212) 684-0300

Michael C. Lieb (admitted pro hac vice)  
Zoe M. Vallier (admitted pro hac vice)  
ERVIN COHEN & JESSUP LLP  
9401 Wilshire Boulevard, Twelfth Floor  
Beverly Hills, California 90212-2974  
(310) 273-6333

*Attorneys for Plaintiff Sanmina Corporation*

I, Michael C. Lieb, declare as follows:

1. I am a member of Ervin Cohen & Jessup LLP, counsel in the within matter to plaintiff Sanmina Corporation. All of the matters stated herein are true of my own personal knowledge, and if called upon to testify thereto, I could and would competently so testify.
2. Attached hereto as Exhibit A is a true and correct copy of deposition exhibit 50, as referenced in the Deposition of Ronan Sheehy.
3. I declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct, and that this declaration was executed the 18<sup>th</sup> day of April, 2023, at Beverly Hills, California.

*/s/ Michael C. Lieb*

MICHAEL C. LIEB

**PROOF OF SERVICE**

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 9401 Wilshire Boulevard, Twelfth Floor, Beverly Hills, CA 90212-2974.

On April 18, 2023, I served true copies of the following document(s) described as **DECLARATION OF MICHAEL C. LIEB IN SUPPORT OF SANMINA CORPORATION'S REPLY IN SUPPORT OF ITS MOTION FOR RECONSIDERATION** on the interested parties in this action as follows:

Daniel J. Herling (admitted pro hac vice)  
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**BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the document(s) to be electronically transmitted to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on April 18, 2023, at Beverly Hills, California.

*/s/ Viktoria Gold*

\_\_\_\_\_  
Viktoria Gold

# **EXHIBIT A**



## Message

**From:** Sheehy, Ronan [Ronan.Sheehy@dialight.com]  
on behalf of Sheehy, Ronan <Ronan.Sheehy@dialight.com> [Ronan.Sheehy@dialight.com]  
**Sent:** 2/15/2018 7:12:11 PM  
**To:** 'Frank Shoemaker' [frank.shoemaker@sanmina.com]  
**CC:** Khanbabi, Fariyal [Fariyal.Khanbabi@dialight.com]; Rapp, Martin [MRapp@dialight.com]; Ramirez, Luis J [LJRamirez@dialight.com]; Mike Giggey [mike.giggey@sanmina.com]; Bob (Robert) Green [bob.green@sanmina.com]; Marco Gonzalez [marco.gonzalez@sanmina.com]; Javier Carral [Javier.Carral@sanmina.com]; Jorge Rios [jorge.rios@sanmina.com]  
**Subject:** RE: Dialight AR and Credit Stats  
**Attachments:** Samina - 13801.xlsx



Hello Frank

Yes I have taken over reviewing the payments to Sanmina. One thing I want to clarify is the issue of payment terms. Per the MSA we have 30 days from invoice date. We are paying \$1.255m today which is all undisputed invoices with a due date of 16 February and the cash hits your bank tomorrow, therefore we are paying based on due dates. I don't understand your comment on being paid until the following Thursday, can you explain?

In order to look at the position on outstanding invoices we need to also include the invoices due to Dialight from Sanmina (details in the file attached). I suggest that on the headroom calculation we amend it to include the \$1.2m payable to Dialight. The ageing is as follows:

Total	Current	1-30	31-60	61-90	91-120
\$000's	\$000's	\$000's	\$000's	\$000's	\$000's
1,216	713	178	205	102	19

Clearly there are significant volumes of invoices going in both directions and we all need to work together to ensure that cash flows at appropriate times.

Regards

**Ronan Sheehy**  
**Group Financial Controller**  
**Dialight Plc**

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**From:** Frank Shoemaker [mailto:frank.shoemaker@sanmina.com]

**Sent:** 15 February 2018 16:30

**To:** Sheehy, Ronan <Ronan.Sheehy@dialight.com>

**Cc:** Khanbabi, Fariyal <Fariyal.Khanbabi@dialight.com>; Rapp, Martin <MRapp@dialight.com>; Ramirez, Luis J <LJRamirez@dialight.com>; Mike Giggey <mike.giggey@sanmina.com>; Bob (Robert) Green <bob.green@sanmina.com>; Marco Gonzalez <marco.gonzalez@sanmina.com>; Javier Carral

<Javier.Carral@sanmina.com>; Jorge Rios <jorge.rios@sanmina.com>

**Subject:** Re: Dialight AR and Credit Stats

Hi Ronan,

Just a follow-up, looking to get your response on the below request as your weekly payments are sent out on Thursday's which is today.

Thanks!

Frank

Frank Shoemaker  
 Director, Business Development & Account Management  
 Sanmina Corporation  
 978-697-7569  
[frank.shoemaker@sanmina.com](mailto:frank.shoemaker@sanmina.com)

On Wed, Feb 14, 2018 at 11:58 AM, Frank Shoemaker <[frank.shoemaker@sanmina.com](mailto:frank.shoemaker@sanmina.com)> wrote:

Hi Ronan,

Since Daniel has left Dialight, I will start sending you the weekly AR and Credit Limit Reports. The current AR due is \$3,174,405 going out to next Thursday 2/22, with \$1,587,489 being past due as of today, report is attached.

Regarding Daniel's below comment "[payment out to the next Thursday was a consideration if we were up against the credit limit, but in light of the available credit we will continue with the current method of payments of invoices.](#)"

Dialight needs to understand that our agreed payment term is Net 30 days, since your sending weekly payments, you are always 5 days late if you do not pay all of the invoices due out to the following Thursday. Keep in mind that Sanmina pays Dialight daily for invoices related to the materials we procure from you. We are not asking for anything special, just for Dialight to execute the weekly payment in relation to the agreed payment terms and the request is not related to the credit limit exposure. Please reconsider paying all invoice out to the following Thursday on your weekly payments so your account stays current each week. Please provide a response and let us know if you will comply to the agreed payment terms.

Below is the latest Credit Stats.

Open AR Amt	90 Day Backlog	90 Day Forecast	STD Exposure\$	STD Exposure%	STD Cr- Remain\$	Credit Limit	STD Cr- Remain%
7,196,382.99	8,923,445.77	33,718,400.41	49,838,229.17	87.44	7,161,770.83	57,000,000.00	12.56

Regards,  
 Frank

Frank Shoemaker

Director, Business Development & Account Management  
Sanmina Corporation  
[978-697-7569](tel:978-697-7569)  
[frank.shoemaker@sanmina.com](mailto:frank.shoemaker@sanmina.com)

On Tue, Jan 23, 2018 at 7:30 PM, Torres, Daniel <[Daniel.Torres@dialight.com](mailto:Daniel.Torres@dialight.com)> wrote:

Hi Frank,

Per my conversation with Fariyal and Ronan this was a consideration if we were up against the credit limit, but in light of the available credit we will continue with the current method of payments of invoices.

Please note that I will be leaving Dialight in the next few weeks. Ronan will be your point of contact going forward.

Thanks,

**Daniel Torres**  
**VP – Finance**  
**Dialight**

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[www.dialight.com](http://www.dialight.com)

**On when it counts!**

**From:** Frank Shoemaker [mailto:[frank.shoemaker@sanmina.com](mailto:frank.shoemaker@sanmina.com)]  
**Sent:** 23 January 2018 18:41  
**To:** Torres, Daniel <[Daniel.Torres@dialight.com](mailto:Daniel.Torres@dialight.com)>  
**Cc:** Sheehy, Ronan <[Ronan.Sheehy@dialight.com](mailto:Ronan.Sheehy@dialight.com)>; Khanbabi, Fariyal <[Fariyal.Khanbabi@dialight.com](mailto:Fariyal.Khanbabi@dialight.com)>; Bob (Robert) Green <[bob.green@sanmina.com](mailto:bob.green@sanmina.com)>  
**Subject:** Dialight AR and Credit Stats

Hi Daniel,

Credit stats below, Dialight AR due out to next Wednesday is \$3,291,326, I believe we reach an agreement in the QBR meetings for Dialight to pay invoices due out to the next Wednesday in relation to the weekly payments that occur on each Thursday. Let me know if there are any issues with executing that process going forward.

Regards,

Frank

Open AR Amt	90 Day Backlog	90 Day Forecast	STD Exposure\$	STD Exposure%	STD Cr-Remain\$	Credit Limit	STD Cr-Remain%
6,137,511.29	9,757,073.32	32,219,319.42	48,113,904.03	84.41	8,886,095.97	57,000,000.00	15.59

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