

01-904-CD  
AMERICAN STEEL & ALUMINUM CORP. -vs- REICHDRIILL, INC.

Date: 06/12/2001

**Clearfield County Court of Common Pleas**

NO. 1826767

Time: 02:11 PM

**Receipt**

Page 1 of 1

Received of: Jeffrey Yoffe, Esq. \$ 0.00

Zero and 00/100 Dollars

Case: 2001-00904-CD	Plaintiff: American Steel & Aluminum Corp.	Amount
Civil Complaint - Transfer from Another County		0.00
Billable		
<b>Total:</b>		<b>0.00</b>

Payment Method: Cash

William A. Shaw, Prothonotary/Clerk of Courts

By: \_\_\_\_\_  
Deputy Clerk

Clerk: JKENDRICK

2001-0584

AMERICAN STEEL & ALUMINUM CORP. VS REICHDRILL, INC.

01-904-CD

1. COMPLAINT WITH NOTICE
2. SHERIFF'S RETURN
3. PRELIMINARY OBJECTIONS: IMPROPER VENUE WITH CERTIFICATE OF SERVICE.
4. ORDER (BRIEFS TO BE DELIVERED)
5. MOTION OF PLAINTIFF AND DEFENDANT TO TRANSFER VENUE
6. ORDER (IN CONSIDERATION OF THE STIPULATION FILED BY THE PARTIES, IT IS HEREBY ORDERED THAT DEFENDANT'S PRELIMINARY OBJECTIONS CHALLENGING VENUE ARE SUSTAINED. VENUE IS HEREBY TRANSFERRED TO THE CLEARFIELD COUNTY COURT OF COMMON PLEAS.)
7. CERTIFIED COPY OF DOCKET ENTRIES

**FILED**

JUN 12 2001  
mla:21  
William A. Shaw  
Prothonotary

Centre County Prothonotary  
Room 102 Courthouse  
Bellefonte, PA 16823  
(814) 355-6796

01-904-CO

Page Number: 1  
Case Number: 01-0584

GENERAL  
CIVIL ACTION

Filed..... 03-14-2001  
11:35

Sat/Dis/Gntd..

Litigants

Plaintiff(s)

AMERICAN STEEL & ALUMINUM CORP.  
2751 SPRING GARDEN LANE  
MIDDLETOWN PA 17057

Lawyer(s) for the Plaintiff(s)

YOFFE, JEFFREY N., ESQ.  
214 SENATE AVENUE SUITE 203  
CAMP HILL PA 17011  
(717) 975-1838

Defendant(s)

REICHDRILL, INC.  
ROUTE 322 AND 53  
PHILIPSBURG PA 16866

Lawyer(s) for the Defendant(s)

CERTIFIED from the records as entered

and filed in this office

8 day of June A.D. 2001

Prothonotary Clerk of the Court

Proceedings

03-14-2001 COMPLAINT WITH NOTICE, FILED. (GAVE COPY TO SHERIFF FOR SERVICE MARCH 15, 2001)

03-21-2001 SHERIFF'S RETURN, FILED. (SEE FILE FOR SERVICE)

04-18-2001 PRELIMINARY OBJECTIONS: IMPROPER VENUE WITH CERTIFICATE OF SERVICE, FILED. (ORIGINAL PLUS ONE (1) COPY AND TWO (2) BLANK "ORDER OF COURT" TO JUDGE ON 04-19-2001.)

04-30-2001 ORDER, FILED. (MAILED COPY TO JEFFREY YOFFE, ESQ. AND DOUGLAS CAMPBELL, ESQ. MAY 2, 2001)

06-04-2001 MOTION OF PLAINTIFF AND DEFENDANT TO TRANSFER VENUE, FILED. (ORIGINAL PLUS ONE (1) COPY WITH TWO (2) BLANK "RULES"; AND, TWO (2) BLANK "ORDERS" SENT TO JUDGE ON 06-05-2001.) (TIME-STAMPED COPY MAILED TO ATTORNEY CAMPBELL IN ENVELOPE PROVIDED ON 06-07-2001.)

06-06-2001 ORDER, FILED. (IN CONSIDERATION OF THE STIPULATION FILED BY THE PARTIES, IT IS HEREBY ORDERED THAT DEFENDANT'S PRELIMINARY OBJECTIONS CHALLENGING VENUE ARE SUSTAINED. VENUE IS HEREBY TRANSFERRED TO THE CLEARFIELD COUNTY COURT OF COMMON PLEAS. UPON PAYMENT BY PLAINTIFF OF THE COSTS OF TRANSFER OWED TO EITHER THE CENTRE COUNTY PROTHONOTARY OR THE CLEARFIELD COUNTY PROTHONOTARY, THE CENTRE COUNTY PROTHONOTARY SHALL TRANSFER THE RECORD IN THIS CASE AND ANY OTHER APPROPRIATE DOCUMENTS TO THE CLEARFIELD COUNTY COURT OF COMMON PLEAS.) (TIME-STAMPED COPY OF ORDER MAILED TO ATTORNEY YOFFE; AND, ATTORNEY CAMPBELL, IN ENVELOPE PROVIDED, ON 06-07-2001.)

06-08-2001 MAILED RECORD TO CLEARFIELD COUNTY.

Centre County Prothonotary  
Room 102 Courthouse  
Bellefonte, PA 16823  
(814) 355-6796

Page Number: 2  
Case Number: 01-0584

GENERAL  
CIVIL ACTION

Filed..... 03-14-2001  
11:35

Sat/Dis/Gntd..

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Fees  
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CIVIL ACTION	75.00pd 03-15-2001
SHERIFF	54.00pd 03-21-2001
	=====
	129.00

===== End of case print-out =====



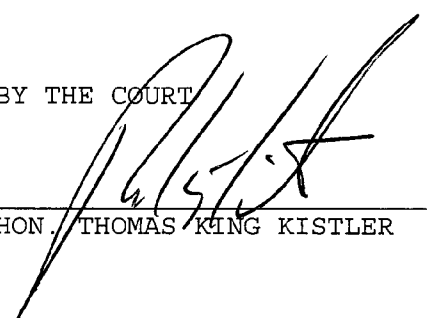
AMERICAN STEEL & ALUMINUM CORP., : IN THE COURT OF COMMON PLEAS OF  
Plaintiff : CENTRE COUNTY, PENNSYLVANIA  
VS. :  
: NO. 01-584

REICHDRILL, INC., :  
Defendant : CIVIL ACTION - LAW

ORDER

AND NOW, this 6<sup>TH</sup> day of JUNE, 2001, in consideration of the stipulation filed by the parties, it is hereby Ordered that Defendant's Preliminary Objections challenging venue are sustained. Venue is hereby transferred to the Clearfield County Court of Common Pleas. Upon payment by Plaintiff of the costs of transfer owed to either the Centre County Prothonotary or the Clearfield County Prothonotary, the Centre County Prothonotary shall transfer the record in this case and any other appropriate documents to the Clearfield County Court of Common Pleas.

BY THE COURT

  
HON. THOMAS KING KISTLER

DEBRA C. IMMEL  
PROTHONOTARY  
CENTRE COUNTY, PA

2001 JUN - 6 P 4: 39

FILED FOR RECORD



AMERICAN STEEL & ALUMINUM CORP., : IN THE COURT OF COMMON PLEAS OF  
Plaintiff : CENTRE COUNTY, PENNSYLVANIA  
VS. :  
: NO. 01-584

REICHDRILL, INC., :  
Defendant : CIVIL ACTION - LAW


MOTION OF PLAINTIFF AND DEFENDANT  
TO TRANSFER VENUE

1. In this action, as indicated by the signatures of the undersigned Counsel of record, both parties agree that venue of the cause of action raised in Plaintiff's complaint is more properly in Clearfield County and not Centre County.

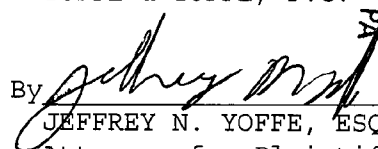
2. Generally, the facts are that Defendant's place of business is located close to the border between Centre and Clearfield Counties, but in fact, it is actually located in Clearfield County.

WHEREFORE, Plaintiff and Defendant request that the Court enter the proposed Order of Court attached to this motion.

Campbell & Levine, LLC

By   
Douglas A. Campbell, Esq.  
Attorney for Defendant  
1700 Grant Building  
Pittsburgh, PA 15211  
(412) 261-0310  
Attorney ID#23143

YOFFE & YOFFE, P.C.

By   
JEFFREY N. YOFFE, ESQUIRE  
Attorney for Plaintiff  
214 Senate Avenue, Suite 203  
Camp Hill, PA 17011  
(717) 975-1838  
Attorney ID No. 52933

FILED FOR RECORD  
2001 JUN -4 A 10:55  
DEBRA C. IMEL  
PROTHONOTARY  
CENTRE COUNTY, PA

JEFFREY YOSEFE, ESQ.  
214 SENATE AVENUE  
SUITE 203  
CAMP HILL, PA 17011

DOUGLAS A. CAMPBELL, ESQ.  
1700 GRANT BUILDING  
PITTSBURGH, PA 15219





IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

AMERICAN STEEL & ALUMINUM CORP., )  
Plaintiff, )  
v. )  
REICHDRILL, INC., )  
Defendant. )

No. 01-584

FILED FOR RECORD  
2001 APR 30 P 2:57  
CENTRE COUNTY, PA

**ORDER**

WHEREAS, on the 18th day of April, 2001, Defendant, Reichdrill, Inc., having filed Preliminary Objections: Improper Venue in the above-captioned case, it is **ORDERED** this 30th day of April, 2001, as follows:

1. The brief of the moving party shall be delivered to the chambers of Judge Thomas King Kistler, Centre County Courthouse, and a copy sent to responding party, no later than the close of business on **May 18, 2001**.
2. The brief of the responding party shall be delivered to the chambers of Judge Thomas King Kistler, Centre County Courthouse, and a copy sent to the moving party, no later than the close of business on **May 29, 2001**.
3. Absent compelling circumstances, no continuances shall be granted, including continuances by stipulation of counsel.
4. In the event the moving party fails to timely deliver a brief in support of the Preliminary Objections, as required above, the matter shall be considered withdrawn.

5. In the event the responding party fails to timely deliver a responsive brief, as required above, the matter shall be considered by the Court as if uncontroverted.

6. The Court will decide the Preliminary Objections on the briefs submitted by each party.

7. If the parties desire oral argument, the same must be requested in writing to the Court within five (5) days of the date the brief of the responding party is due to be filed or the Court determines oral argument is necessary.

BY THE COURT:



Thomas King Kistler, Judge



IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA

AMERICAN STEEL & ALUMINUM  
CORP.,

CIVIL ACTION - LAW

Plaintiff,

No. 01-584

v.

REICHDRILL, INC.,

Defendant.

FILED FOR RECORD  
2001 APR 18 A 11:30  
CENTRE COUNTY PA

**PRELIMINARY OBJECTIONS: IMPROPER VENUE**

Reichdrill, Inc., by its undersigned counsel, files the following Preliminary Objections to the Complaint in this case:

1. Venue for this civil action in Centre County, Pennsylvania is not proper.
2. Reichdrill, Inc.'s office and principal place of business (a manufacturing facility) is located in Clearfield County, Pennsylvania.
3. Reichdrill, Inc. is a corporation.
4. Reichdrill, Inc. maintains a post office box in Centre County, but does not regularly conduct business in that County.
5. The cause of action did not arise in Centre County.

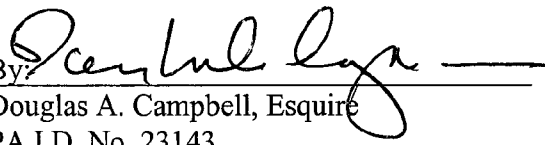
6. The transaction or occurrence out of which the cause of action arises did not take place in Centre County.

WHEREFORE, the Defendant asks that this Preliminary Objection be sustained and the case dismissed or transferred to the Court of Common Pleas of a County of proper venue.

Respectfully submitted,

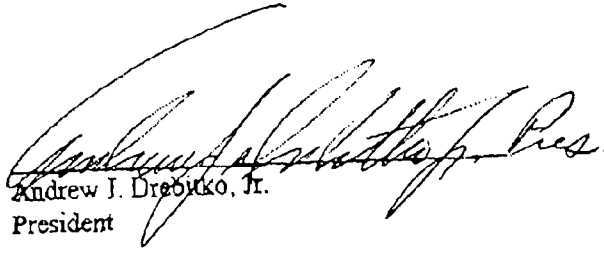
CAMPBELL & LEVINE, LLC

Dated: 4-10-01

By:   
Douglas A. Campbell, Esquire  
PA I.D. No. 23143  
1700 Grant Building  
Pittsburgh, PA 15219  
(412) 261-0310  
Attorneys for Reichdrill, Inc.

VERIFICATION

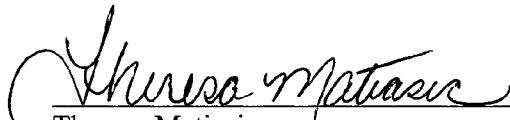
I, Andrew J. Drebitko, Jr., President of Reichdrill, Inc., hereby certify, subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities, that the averments contained in the foregoing Preliminary Objection are true and correct to the best of my information, knowledge and belief.

  
Andrew J. Drebitko, Jr.  
President

CERTIFICATE OF SERVICE

I, Theresa Matiasic, hereby certify that on the 17<sup>th</sup> day of April, 2001, I caused a true and correct copy of the Preliminary Objections to be served by first class mail, postage prepaid, upon the following:

Jeffrey Yoffe, Esquire  
214 Senate Avenue  
Suite 203  
Camp Hill, PA 17011

  
Theresa Matiasic

FILED FOR RECORD  
2001 APR 18 A 11:30  
RECEIVED  
CLERK OF COURT  
JULY 13 2001  
PA

# SHERIFF'S OFFICE

## CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803



00002W9L

CCGPR00201

### SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.

1. Plaintiff(s) <u>American Steel &amp; Aluminum Corp.</u>	2. Case Number <u>01-584</u>
3. Defendant(s) <u>Reichdrill, Inc.</u>	4. Type of Writ or Complaint: <u>Complaint</u>
SERVE → AT { 5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. <u>Reichdrill, Inc.</u> 6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) <u>P.O. Box 361 Philipsburg, Pa. 16866</u>	
7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other	

Now, \_\_\_\_\_ 20\_\_\_\_. I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of \_\_\_\_\_ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. \_\_\_\_\_  
Sheriff of Centre County

### 8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

**NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN** - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator	10. Telephone Number	11. Date
12. Signature		

### SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above. } SIGNATURE of Authorized CCSD Deputy of Clerk and Title	14. Date Filed	15. Expiration/Hearing Date
---------------------------------------------------------------------------------------------------------------------------------	----------------	-----------------------------

### TO BE COMPLETED BY SHERIFF

16. Served and made known to Andrew Drebitko, on the 19 day of March, 20 01, at 3:30 o'clock, P m., at SAME AS ABOVE ADDRESS, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

- ☐ Defendant(s) personally served.
- ☐ Adult family member with whom said Defendant(s) resides(s). Relationship is \_\_\_\_\_
- ☐ Adult in charge of Defendant's residence.
- ☐ Manager/Clerk of place of lodging in which Defendant(s) resides(s).
- ☐ Agent or person in charge of Defendant's office or usual place of business.
- ☒ President and officer of said Defendant company.
- ☐ Other \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock, \_\_\_\_\_ M.

Defendant not found because:

- ☐ Moved
- ☐ Unknown
- ☐ No Answer
- ☐ Vacant
- ☐ Other \_\_\_\_\_

Remarks:

Advance Costs <u>75.00</u>	Docket <u>9.00</u>	Service <u>9.00</u>	Sur Charge <u>10.00</u>	Affidavit <u>2.50</u>	Mileage <u>21.00</u>	Postage <u>.50</u>	Misc. <u>2.00</u>	Total Costs <u>54.00</u>	Costs Due or Refund <u>\$21.00</u>
17. AFFIRMED and subscribed to before me this <u>21</u>				So Answer.					
20. day of <u>March</u> 20 <u>01</u>				18. Signature of Dep. Sheriff <u>Todd M. Nelson</u>		19. Date <u>3-20-01</u>			
23. <u>Debra C. Small</u> Notary Public				21. Signature of Sheriff		22. Date			
My Commission Expires <u>IN 2004</u>				SHERIFF OF CENTRE COUNTY					
24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE.				Amount Pd.		Page			
				25. Date Received					

#473

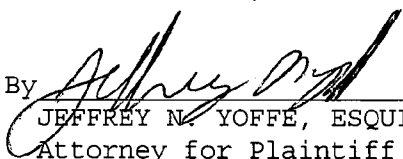
AMERICAN STEEL & ALUMINUM CORP., : IN THE COURT OF COMMON PLEAS OF  
Plaintiff : CENTRE COUNTY, PENNSYLVANIA  
VS. :  
: NO. 01-584  
REICHDRILL, INC., :  
Defendant : CIVIL ACTION - LAW

SERVICE INSTRUCTIONS

Please serve the Defendant, Reichdrill, Inc., with the Complaint  
filed in the above referenced case at Intersection of Routes 322 and  
53, Philipsburg, PA 16866.

YOFFE & YOFFE, P.C.

By

  
JEFFREY N. YOFFE, ESQUIRE

Attorney for Plaintiff

214 Senate Avenue, Suite 203

Camp Hill, PA 17011

(717) 975-1838

Attorney ID No. 52933

ccs\american steel\reichdrill\service

P91565-AA  
R. 75.0





AMERICAN STEEL & ALUMINUM CORP., : IN THE COURT OF COMMON PLEAS OF  
Plaintiff : CENTRE COUNTY, PENNSYLVANIA  
VS. :  
: NO. 01-584  
REICHDRILL, INC., :  
Defendant : CIVIL ACTION - LAW

NOTICE

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator  
Courthouse  
Bellefonte, PA 16823  
(814)355-6727

N O T I C I A

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Usted debe presentar una apariciencia escrita o en persona o por abogado y archivar en la corte en forma escrita sus defenses o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede entrar una orden contra usted sin previo aviso o notificacion y por cualquier queja o alivio que es pedido en la peticion de demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME FOR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Court Administrator  
Courthouse  
Bellefonte, PA 16823  
(814)355-6727

ccs\american steel\complaint

FILED FOR RECORD  
2001 MAR 14 A 11:35  
CLERK OF COURT

①

AMERICAN STEEL & ALUMINUM CORP., : IN THE COURT OF COMMON PLEAS OF  
Plaintiff : CENTRE COUNTY, PENNSYLVANIA  
VS. :  
: NO. 01-584  
REICHDRILL, INC., :  
Defendant : CIVIL ACTION - LAW

COMPLAINT

1. Plaintiff is American Steel & Aluminum Corp. located at 251 Spring Garden Lane, Middletown, PA 17057.

2. Defendant is Reichdrill, Inc. located at Intersection of Routes 322 and 53, Philipsburg, PA 16866.

3. On June 21, 2000 American Steel & Aluminum Corp. sold steel fabricating supplies to Reichdrill, Inc. at invoice No. 0722565. The unpaid balance owing to American Steel & Aluminum Corp. for those supplies is \$2,701.36.

4. On June 28, 2000 American Steel & Aluminum Corp. sold steel fabricating supplies to Reichdrill, Inc. at invoice No. 0722557. The unpaid balance owing to American Steel & Aluminum Corp. for those supplies is \$1,249.70.

5. On June 28, 2000 American Steel & Aluminum Corp. sold steel fabricating supplies to Reichdrill, Inc. at invoice No. 0723004. The unpaid balance owing to American Steel & Aluminum Corp. for those supplies is \$164.65.

6. On June 28, 2000 American Steel & Aluminum Corp. sold steel fabricating supplies to Reichdrill, Inc. at invoice No. 0723007. The unpaid balance owing to American Steel & Aluminum Corp. for those supplies is \$131.35.

FILED FOR RECORD  
2001 MAR 14 A 11:25  
CENTRE COUNTY, PA

7. On June 28, 2000 American Steel & Aluminum Corp. sold steel fabricating supplies to Reichdrill, Inc. at invoice No. 0723187. The unpaid balance owing to American Steel & Aluminum Corp. for those supplies is \$1,500.25.

8. On June 29, 2000 American Steel & Aluminum Corp. sold steel fabricating supplies to Reichdrill, Inc. at invoice No. 0717044. The unpaid balance owing to American Steel & Aluminum Corp. for those supplies is \$195.60.

9. On June 29, 2000 American Steel & Aluminum Corp. sold steel fabricating supplies to Reichdrill, Inc. at invoice No. 0723006. The unpaid balance owing to American Steel & Aluminum Corp. for those supplies is \$329.30.

10. On June 30, 2000 American Steel & Aluminum Corp. sold steel fabricating supplies to Reichdrill, Inc. at invoice No. 0722568. The unpaid balance owing to American Steel & Aluminum Corp. for those supplies is \$960.00.

11. On June 30, 2000 American Steel & Aluminum Corp. sold steel fabricating supplies to Reichdrill, Inc. at invoice No. 0723458. The unpaid balance owing to American Steel & Aluminum Corp. for those supplies is \$567.00.

12. On June 30, 2000 American Steel & Aluminum Corp. sold steel fabricating supplies to Reichdrill, Inc. at invoice No. 0723401. The unpaid balance owing to American Steel & Aluminum Corp. for those supplies is \$1,021.20.

13. On July 3, 2000 American Steel & Aluminum Corp. sold steel fabricating supplies to Reichdrill, Inc. at invoice No. 0723080. The

unpaid balance owing to American Steel & Aluminum Corp. for those supplies is \$885.00.

14. On July 3, 2000 American Steel & Aluminum Corp. sold steel fabricating supplies to Reichdrill, Inc. at invoice No. 0723403. The unpaid balance owing to American Steel & Aluminum Corp. for those supplies is \$306.00.

15. On July 11, 2000 American Steel & Aluminum Corp. sold steel fabricating supplies to Reichdrill, Inc. at invoice No. 0723580. The unpaid balance owing to American Steel & Aluminum Corp. for those supplies is \$1,943.98.

16. On July 11, 2000 American Steel & Aluminum Corp. sold steel fabricating supplies to Reichdrill, Inc. at invoice No. 0723948. The unpaid balance owing to American Steel & Aluminum Corp. for those supplies is \$1,100.00.

17. On July 12, 2000 American Steel & Aluminum Corp. sold steel fabricating supplies to Reichdrill, Inc. at invoice No. 0723986. The unpaid balance owing to American Steel & Aluminum Corp. for those supplies is \$1,305.56.

18. On July 18, 2000 American Steel & Aluminum Corp. sold steel fabricating supplies to Reichdrill, Inc. at invoice No. 0721631. The unpaid balance owing to American Steel & Aluminum Corp. for those supplies is \$2,678.94.

19. On July 24, 2000 American Steel & Aluminum Corp. sold steel fabricating supplies to Reichdrill, Inc. at invoice No. 0723581. The unpaid balance owing to American Steel & Aluminum Corp. for those supplies is \$1,943.98.

20. On July 31, 2000 American Steel & Aluminum Corp. sold steel fabricating supplies to Reichdrill, Inc. at invoice No. 0725540. The unpaid balance owing to American Steel & Aluminum Corp. for those supplies is \$3,810.25.

21. On July 31, 2000 American Steel & Aluminum Corp. sold steel fabricating supplies to Reichdrill, Inc. at invoice No. 0725539. The unpaid balance owing to American Steel & Aluminum Corp. for those supplies is \$3,525.00.

22. Copies of the aforesaid invoices are attached hereto as Exhibit "A".

23. American Steel & Aluminum Corp. has requested that Reichdrill, Inc. pay the aforesaid balances set forth above, however, Reichdrill, Inc. has not paid the same.

24. Pursuant to the credit application applied for by Reichdrill, Inc., collection costs in the amount of \$3,947.87 have also been incurred.

25. The total amount owing to American Steel & Aluminum Corp. by Reichdrill, Inc. is \$30,266.99.

WHEREFORE, American Steel & Aluminum Corp. requests judgment against Reichdrill, Inc. in the amount of \$30,266.99.

YOFFE & YOFFE, P.C.

By 

JEFFREY N. YOFFE, ESQUIRE

Attorney for Plaintiff

214 Senate Avenue, Suite 203

Camp Hill, PA 17011

(717) 975-1838

Attorney ID No. 52933

AMERICAN STEEL & ALUMINUM CORP., : IN THE COURT OF COMMON PLEAS OF  
Plaintiff : CENTRE COUNTY, PENNSYLVANIA  
VS. :  
: NO. 01-584  
REICHDRILL, INC., :  
Defendant : CIVIL ACTION - LAW

VERIFICATION

I hereby state that I am an adult individual who is authorized to make this verification and that the facts set forth in the foregoing Complaint are true to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

AMERICAN STEEL & ALUMINUM CORP.

Dated:

By George Calhoun  
GEORGE CALHOUN  
Controller

Ccs\american steel\complaint

FILED FOR RECORD  
2001 MAR 14 A 11:36  
DEBRA C. LEE  
CLERK OF COURT  
CENTRE COUNTY, PA



**AMERICAN**  
STEEL AND ALUMINUM CORPORATION

PLEASE REMIT TO:  
P.O. BOX 18607

NEWARK

NJ 07191

# INVOICE

TERMS:  
1/2% 10 DAYS, NET 30  
ALUMINUM - NET 30 DAYS

CUSTOMER NO.	CUSTOMER P.O. NO.	DATE SHIPPED	SHIPPED VIA	Page 1 of 2	INVOICE DATE	INVOICE NO.
747170	20351	06/21/00	OUR TRUCK		06/21/00	0722565

REICHDRILL INC  
P O BOX 361  
PHILIPSBURG

PA 16866

S  
H  
I\* REICHDRILL INC  
P O BOX 361  
T  
O PHILIPSBURG

PA 16866

QUANTITY SHIPPED	DESCRIPTION	SALES UNITS	UNIT PRICE	UNIT MEAS.	AMOUNT
10	HR ANG 1-1/4x1-1/4x1/4x20' A36	384	25.3000	CWT	97.15
10	HR ANG 1-1/4x1-1/4x3/16x20' A36	296	22.5000	CWT	66.60
10	HR ANG 2x2x3/16x20' A36	488	20.5000	CWT	100.04
10	HR ANG 2x2x1/4x20' A36	638	20.5000	CWT	130.79
5	HR ANG 2-1/2x2-1/2x1/4x20' A36	410	22.2000	CWT	91.02
5	HR ANG 4x3x3/8x20' A36	850	23.2000	CWT	197.20
5	HR ANG 4x4x3/8x20' A36	980	22.5000	CWT	220.50
5	HR ANG 5x3x3/8x20' A36	980	23.5000	CWT	230.30
5	HR ANG 6x4x1/2x40' A36	3240	22.4000	CWT	725.76
2	HR ANG 6x4x3/4x20' A36	944	40.0000	CWT	377.60

**TERMS & CONDITIONS:** SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND/OR PERFORMANCE OF THE SERVICES ORDERED BY THIS INVOICE, IT HAS FULLY COMPLIED WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED. ITS ORDER AND ITS ACCEPTANCE ARE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS ON WARRANTIES OF MERCHANTABILITY AND FITNESS AS SET FORTH IN THE BUYER'S PURCHASE ORDER. SELLER'S LIABILITY FOR REFUND OR REPLACEMENT OF DEFECTIVE MATERIAL. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS, OF THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR OF THEIR CONFORMITY TO BUYER'S SPECIFICATIONS. SELLER WILL REPLACE, OR REFUND THE PURCHASE PRICE FOR, ANY GOODS WHICH AT THE TIME OF DELIVERY TO BUYER WERE DAMAGED, DEFECTIVE, OR NOT IN CONFORMANCE WITH THE BUYER'S WRITTEN PURCHASE ORDER, PROVIDED THAT THE BUYER GIVES SELLER WRITTEN NOTICE BY MAIL OF SUCH DAMAGE, DEFECT, OR DEVIATION IN 10 DAYS FOLLOWING ITS RECEIPT OF THE GOODS. NO EVENT SHALL THE SELLER BE LIABLE FOR LABOR COSTS EXPENDED ON SUCH GOODS, OR OTHER CONSEQUENTIAL DAMAGES. NO OFFICER OR EMPLOYEE OF SELLER IS AUTHORIZED TO MAKE ANY ORAL REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS, OR TO WAIVE ANY OF THE FOREGOING TERMS OF SALE, AND NONE SHALL BE BINDING ON THE SELLER.

SUB-TOTAL	
TAX	
SHIPPING CHARGES	
<b>TOTAL AMT. DUE</b>	

ORIGINAL

PAGE 01

CCS FINANCIAL SYSTEM

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02/28/2001 15:47

## EXHIBIT "A"



**AMERICAN**  
STEEL AND ALUMINUM CORPORATION

PLEASE REMIT TO:  
P.O. BOX 18607

NEWARK

NJ 07191

# INVOICE

TERMS:  
1/2% 10 DAYS, NET 30  
ALUMINUM - NET 30 DAYS

CUSTOMER NO.	CUSTOMER P.O. NO.	DATE SHIPPED	SHIPPED VIA	INVOICE DATE	INVOICE NO.
747170	20351	06/21/00	OUR TRUCK	06/21/00	0722555

REICHDRILL INC  
P O BOX 361  
PHILIPSBURG

PA 16866

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I\* REICHDRILL INC  
PP O BOX 361  
PHILIPSBURG  
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PA 16866

QUANTITY SHIPPED	DESCRIPTION	SALES UNITS	UNIT PRICE	UNIT MEAS	AMOUNT
	THIS ITEM DELY 6/26				
5	HR SQ TB 1-1/2x3/16x24' EWST	120	90.0000	CFT	108.00
5	HR SQ TB 2x3/16x24' EWST	120	130.0000	CFT	156.00
5	HR SQ TB 2-1/2x3/16x24' EWST	120	167.0000	CFT	200.40

**AS & CONDITIONS:** SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND/OR PERFORMANCE OF THE SERVICES  
ED BY THIS INVOICE, IT HAS FULLY COMPLIED WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.  
3 ORDER AND ITS ACCEPTANCE ARE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS ON WARRANTIES OF MERCHANTABILITY AND FITNESS AS SET FORTH  
1. SELLER'S LIABILITY FOR REFUND OR REPLACEMENT OF DEFECTIVE MATERIAL.  
2. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS, OF THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR OF THEIR CONFORMITY TO BUYER'S SPECI-  
FICATIONS.  
3. SELLER WILL REPLACE, OR REFUND THE PURCHASE PRICE FOR, ANY GOODS WHICH AT THE TIME OF DELIVERY TO BUYER WERE DAMAGED, DEFECTIVE, OR NOT IN  
CONFORMANCE WITH THE BUYER'S WRITTEN PURCHASE ORDER. PROVIDED THAT THE BUYER GIVES SELLER WRITTEN NOTICE BY MAIL OF SUCH DAMAGE, DEFECT OR DEVIATION  
110 DAYS FOLLOWING ITS RECEIPT OF THE GOODS.  
4. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LABOR COSTS EXPENDED ON SUCH GOODS, OR OTHER CONSEQUENTIAL DAMAGES.  
5. NO OFFICER OR EMPLOYEE OF SELLER IS AUTHORIZED TO MAKE ANY ORAL REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS, OR TO WAIVE ANY OF THE  
FOREGOING TERMS OF SALE, AND NONE SHALL BE BINDING ON THE SELLER.

SUB-TOTAL	2701.36
TAX	.00
SHIPPING CHARGES	
<b>TOTAL AMT. DUE</b>	<b>2701.36</b>

ORIGINAL

## EXHIBIT "A"





**AMERICAN**  
STEEL AND ALUMINUM CORPORATION

PLEASE REMIT TO:  
P.O. BOX 18607

NEWARK NJ 07131

**INVOICE**

TERMS:  
1/2% 10 DAYS, NET 30  
ALUMINUM - NET 30 DAYS

CUSTOMER NO.	CUSTOMER P.O. NO.	DATE SHIPPED	SHIPPED VIA	Page 1 of 1	INVOICE DATE	INVOICE NO.
747170	20344	06/28/00	OUR TRUCK		06/28/00	0722557

REICHDRIILL INC  
P O BOX 361  
PHILIPSBURG

PA 16866

REICHDRIILL INC  
P O BOX 361  
PHILIPSBURG

PA 16866

QUANTITY SHIPPED	DESCRIPTION	SALES UNITS	UNIT PRICE	UNIT MEAS.	AMOUNT
5	HR PLT 3/8x96x120 A36	6125	20.4000	CWT	1249.70

**MS & CONDITIONS:** SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND/OR PERFORMANCE OF THE SERVICES ORDERED BY THIS INVOICE, IT HAS FULLY COMPLIED WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED. ORDER AND ITS ACCEPTANCE ARE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS ON WARRANTIES OF MERCHANTABILITY AND FITNESS AS SET FORTH IN THE SELLER'S CATALOG. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS, OF THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR OF THEIR CONFORMITY TO BUYER'S SPECIFICATIONS. SELLER WILL REPLACE, OR REFUND THE PURCHASE PRICE FOR, ANY GOODS WHICH AT THE TIME OF DELIVERY TO BUYER WERE DAMAGED, DEFECTIVE, OR NOT IN ACCORDANCE WITH THE BUYER'S WRITTEN PURCHASE ORDER, PROVIDED THAT THE BUYER GIVES SELLER WRITTEN NOTICE BY MAIL OF SUCH DAMAGE, DEFECT OR DEVIATION NO LATER THAN 10 DAYS FOLLOWING ITS RECEIPT OF THE GOODS. NO EVENT SHALL THE SELLER BE LIABLE FOR LABOR COSTS EXPENDED ON SUCH GOODS, OR OTHER CONSEQUENTIAL DAMAGES. NO OFFICER OR EMPLOYEE OF SELLER IS AUTHORIZED TO MAKE ANY ORAL REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS, OR TO WAIVE ANY OF THE FOREGOING TERMS OF SALE, AND NONE SHALL BE BINDING ON THE SELLER.

SUB-TOTAL	1249.70
TAX	.00
SHIPPING CHARGES	
<b>TOTAL AMT DUE</b>	<b>1249.70</b>

**EXHIBIT "A"**



**AMERICAN**  
STEEL AND ALUMINUM CORPORATION

PLEASE REMIT TO:  
P.O. BOX 18607

NEWARK

NJ 07191

REFRINT  
**INVOICE**

TERMS:  
1/2% 10 DAYS, NET 30  
ALUMINUM - NET 30 DAYS

CUSTOMER NO.	CUSTOMER P.O. NO.	DATE SHIPPED	SHIPPED VIA	Page 1 of 1	INVOICE DATE	INVOICE NO.
747170	20416	06/28/00	OUR TRUCK		06/28/00	0723004

REICHDRILL INC  
P O BOX 361  
PHILIPSBURG

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QUANTITY SHIPPED	DESCRIPTION	SALES UNITS	UNIT PRICE	UNIT MEAS	AMOUNT
5	AL FLT 1/2x2-1/2x12' 6061 T651	89	185.0000	CWT	164.65
<b>1 &amp; CONDITIONS:</b> SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND/OR PERFORMANCE OF THE SERVICES BY THIS INVOICE, IT HAS FULLY COMPLIED WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED. ORDER AND ITS ACCEPTANCE ARE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS ON WARRANTIES OF MERCHANTABILITY AND FITNESS AS SET FORTH IN THE BUYER'S PURCHASE ORDER. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS, OF THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR OF THEIR CONFORMITY TO BUYER'S SPECIFICATIONS. SELLER WILL REPLACE, OR REFUND THE PURCHASE PRICE FOR, ANY GOODS WHICH AT THE TIME OF DELIVERY TO BUYER WERE DAMAGED, DEFECTIVE, OR NOT IN ACCORDANCE WITH THE BUYER'S WRITTEN PURCHASE ORDER, PROVIDED THAT THE BUYER GIVES SELLER WRITTEN NOTICE BY MAIL OF SUCH DAMAGE, DEFECT, OR DEVIATION WITHIN 30 DAYS FOLLOWING ITS RECEIPT OF THE GOODS. BUYER SHALL BE LIABLE FOR LABOR COSTS EXPENDED ON SUCH GOODS, OR OTHER CONSEQUENTIAL DAMAGES, IF SELLER OR EMPLOYEE OF SELLER IS AUTHORIZED TO MAKE ANY ORAL REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS, OR TO WAIVE ANY OF THE ABOVE TERMS OF SALE, AND NONE SHALL BE BINDING ON THE SELLER.					SUB-TOTAL 164.65 TAX .00 SHIPPING CHARGES <b>TOTAL AMT. DUE 164.65</b>

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EXHIBIT "A"



**AMERICAN**  
STEEL AND ALUMINUM CORPORATION

PLEASE REMIT TO:  
P.O. BOX 18607

NEWARK

NJ 07191

**INVOICE**

TERMS:  
1/2% 10 DAYS, NET 30  
ALUMINUM - NET 30 DAYS

CUSTOMER NO.	CUSTOMER P.O. NO.	DATE SHIPPED	SHIPPED VIA	INVOICE DATE	INVOICE NO.
747170	20416	06/28/00	OUR TRUCK	06/28/00	0723007

REICHDRILL INC  
P O BOX 361  
PHILIPSBURG

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EICHDRILL INC  
P O BOX 361  
PHILIPSBURG

PA 16866

QUANTITY SHIPPED	DESCRIPTION	SALES UNITS	UNIT PRICE	UNIT MEAS.	AMOUNT
5	AL FLT 1/2x2x12' 6061 T651	71	185.0000	CWT	131.35

IS & CONDITIONS: SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND/OR PERFORMANCE OF THE SERVICES  
BY THIS INVOICE, IT HAS FULLY COMPLIED WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.  
ORDER AND ITS ACCEPTANCE ARE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS ON WARRANTIES OF MERCHANTABILITY AND FITNESS AS SET FORTH  
IN THE SELLER'S CATALOG.  
SELLER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS, OF THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR OF THEIR CONFORMITY TO BUYER'S SPECIFICATIONS.  
SELLER WILL REPLACE, OR REFUND THE PURCHASE PRICE FOR, ANY GOODS WHICH AT THE TIME OF DELIVERY TO BUYER WERE DAMAGED, DEFECTIVE, OR NOT IN  
CONFORMANCE WITH THE BUYER'S WRITTEN PURCHASE ORDER, PROVIDED THAT THE BUYER GIVES SELLER WRITTEN NOTICE BY MAIL OF SUCH DAMAGE, DEFECT, OR DEVIATION  
WITHIN 10 DAYS FOLLOWING ITS RECEIPT OF THE GOODS.  
IN NO EVENT SHALL THE SELLER BE LIABLE FOR LABOR COSTS EXPENDED ON SUCH GOODS, OR OTHER CONSEQUENTIAL DAMAGES.  
ANY OFFICER OR EMPLOYEE OF SELLER IS AUTHORIZED TO MAKE ANY ORAL REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS, OR TO WAIVE ANY OF THE  
FOREGOING TERMS OF SALE, AND NONE SHALL BE BINDING ON THE SELLER.

SUB-TOTAL	131.35
TAX	
SHIPPING CHARGES	.00
<b>TOTAL AMT. DUE</b>	<b>131.35</b>

EXHIBIT "A"

**AMERICAN**  
STEEL AND ALUMINUM CORPORATION

PLEASE REMIT TO:  
P.O. BOX 18607

NEWARK

NJ 07191

# REFRIM INVOICE

**TERMS:**  
1/2% 10 DAYS, NET 30  
ALUMINUM - NET 30 DAYS

CUSTOMER NO.	CUSTOMER P.O. NO.	DATE SHIPPED	SHIPPED VIA	INVOICE DATE	INVOICE NO.
747170	20433	06/28/00	OUR TRUCK	06/28/00	0723187

REICHDRILL INC  
P O BOX 351  
PHILIPSBURG

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PP O BOX 361  
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PA 16866

QUANTITY SHIPPED	DESCRIPTION	SALES UNITS	UNIT PRICE	UNIT MEAS	AMOUNT
10	HR FLT 1/4x1x20' A36	10	5.5500	EA	55.50
10	HR FLT 1/4x1-1/2x20' A36	10	7.0000	EA	70.00
5	HR FLT 1/8x1x20' CQ	5	5.8500	EA	29.25
5	HR FLT 1/8x1-1/2x20' CQ	5	6.7500	EA	33.75
5	HR FLT 1/8x2x20' CQ	5	7.7000	EA	38.50
5	HR FLT 1/8x3x20' CQ	5	9.5000	EA	47.50
5	HR FLT 1/8x4x20' CQ	5	11.3500	EA	56.75
5	HR FLT 3/8x2x20' A36	5	13.8500	EA	69.25
10	HR FLT 3/8x3x20' A36	10	17.1000	EA	171.00
5	HR FLT 3/8x4x20' A36	5	25.8000	EA	129.00

**TERMS & CONDITIONS:** SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND/OR PERFORMANCE OF THE SERVICES SET FORTH IN THIS INVOICE, IT HAS FULLY COMPLIED WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED. ORDER AND ITS ACCEPTANCE ARE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS ON WARRANTIES OF MERCHANTABILITY AND FITNESS AS SET FORTH IN THE FOLLOWING:

SELLER'S LIABILITY FOR REFUND OR REPLACEMENT OF DEFECTIVE MATERIAL. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS, OF THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR OF THEIR CONFORMITY TO BUYER'S SPECIFICATIONS. IF SELLER WILL REPLACE, OR REFUND THE PURCHASE PRICE FOR, ANY GOODS WHICH AT THE TIME OF DELIVERY TO BUYER WERE DAMAGED, DEFECTIVE, OR NOT IN ACCORDANCE WITH THE BUYER'S WRITTEN PURCHASE ORDER, PROVIDED THAT THE BUYER GIVES SELLER WRITTEN NOTICE BY MAIL OF SUCH DAMAGE, DEFECT, OR DEVIATION FROM SPECIFICATIONS WITHIN 10 DAYS FOLLOWING ITS RECEIPT OF THE GOODS.

1) EVENT SHALL THE SELLER BE LIABLE FOR LABOR COSTS EXPENDED ON SUCH GOODS, OR OTHER CONSEQUENTIAL DAMAGES.

2) IF THE EMPLOYEE OF SELLER IS AUTHORIZED TO MAKE ANY ORAL REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS, OR TO WAIVE ANY OF THE TERMS OF SALE, AND NONE SHALL BE BINDING ON THE SELLER.

SUB-TOTAL	10.00
TAX	0.00
SHIPPING CHARGES	0.00

TOTAL  
AMT. DUE

PAGE 06

CCS FINANCIAL SYSTEM

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EXHIBIT "A"



**AMERICAN**  
STEEL AND ALUMINUM CORPORATION

PLEASE REMIT TO:  
P.O. BOX 18607

NEWARK

NJ 07191

**INVOICE**

TERMS:  
1/2% 10 DAYS, NET 30  
ALUMINUM - NET 30 DAYS

CUSTOMER NO.	CUSTOMER P.O. NO.	DATE SHIPPED	SHIPPED VIA	Page	of	INVOICE DATE	INVOICE NO.
747170	20433	05/28/00	OUR TRUCK		2	05/28/00	0723187

REICHDRILL INC  
P O BOX 361  
PHILIPSBURG

PA 16866

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\* REICHDRILL INC  
P O BOX 361  
PHILIPSBURG  
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PA 16866

QUANTITY SHIPPED	DESCRIPTION	SALES UNITS	UNIT PRICE	UNIT MEAS.	AMOUNT
5	HR FLT 3/8x5x20' A36	5	30.3500	EA	151.75
5	HR FLT 1/2x1-1/4x20' A36	5	14.5000	EA	72.50
5	HR FLT 1/2x4x20' A36	5	31.9000	EA	159.50
5	HR ANG 1-1/2x1-1/2x3/16x20' A36	5	11.2500	EA	56.25
5	HR ANG 2x2x3/16x20' A36	5	13.3000	EA	66.50
5	HR ANG 1-1/2x1-1/2x1/4x20' A36	5	13.2000	EA	66.00
5	HR ANG 2x2x1/4x20' A36	5	15.5000	EA	77.50
5	HR ANG 4x3x1/4x20' A36	5	29.9500	EA	149.75
****ALL ITEMS IN STOCK*****					

**S & CONDITIONS:** SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND/OR PERFORMANCE OF THE SERVICES ORDERED BY THIS INVOICE, IT HAS FULLY COMPLIED WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED. ORDER AND ITS ACCEPTANCE ARE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS ON WARRANTIES OF MERCHANTABILITY AND FITNESS AS SET FORTH HEREIN. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS, OF THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR OF THEIR CONFORMITY TO BUYER'S SPECIFICATIONS. SELLER WILL REPLACE, OR REFUND THE PURCHASE PRICE FOR, ANY GOODS WHICH AT THE TIME OF DELIVERY TO BUYER WERE DAMAGED, DEFECTIVE, OR NOT IN ACCORDANCE WITH THE BUYER'S WRITTEN PURCHASE ORDER, PROVIDED THAT THE BUYER GIVES SELLER WRITTEN NOTICE BY MAIL OF SUCH DAMAGE, DEFECT, OR DEVIATION WITHIN 10 DAYS FOLLOWING ITS RECEIPT OF THE GOODS. SELLER SHALL BE LIABLE FOR LABOR COSTS EXPENDED ON SUCH GOODS, OR OTHER CONSEQUENTIAL DAMAGES, IF ANY, IF OFFICER OR EMPLOYEE OF SELLER IS AUTHORIZED TO MAKE ANY ORAL REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS, OR TO WAIVE ANY OF THE ABOVE TERMS OF SALE, AND NONE SHALL BE BINDING ON THE SELLER.

SUB-TOTAL	1500.25
TAX	
SHIPPING CHARGES	.00
<b>TOTAL AMT. DUE</b>	<b>1500.25</b>

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CCS FININCIAL SYSTEM

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02/28/2001 15:32

**EXHIBIT "A"**



**AMERICAN**  
STEEL AND ALUMINUM CORPORATION

PLEASE REMIT TO:  
P.O. BOX 18607

NEWARK

NJ 07191

REPRINT  
**INVOICE**

TERMS:  
1/2% 10 DAYS, NET 30  
ALUMINUM - NET 30 DAYS

CUSTOMER NO.	CUSTOMER P.O. NO.	DATE SHIPPED	SHIPPED VIA	Page 1 of 1	INVOICE DATE	INVOICE NO.
747170	9695	06/29/00	OUR TRUCK		06/29/00	0717044

REICHDRILL INC  
P O BOX 361  
PHILIPSBURG

PA 16866

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P O BOX 361  
PHILIPSBURG  
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QUANTITY SHIPPED	DESCRIPTION	SALES UNITS	UNIT PRICE	UNIT MEAS	AMOUNT
2	HR MISC CHAN 6x16.3x20' A36 SAWCUT	652	30.0000	CWT	195.60

**TERMS & CONDITIONS:** SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND/OR PERFORMANCE OF THE SERVICES SET FORTH BY THIS INVOICE, IT HAS FULLY COMPLIED WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED. ORDER AND ITS ACCEPTANCE ARE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS ON WARRANTIES OF MERCHANTABILITY AND FITNESS AS SET FORTH HEREIN. SELLER'S LIABILITY FOR REFUND OR REPLACEMENT OF DEFECTIVE MATERIAL. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS, OF THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR OF THEIR CONFORMITY TO BUYER'S SPECIFICATIONS. SELLER WILL REPLACE, OR REFUND THE PURCHASE PRICE FOR, ANY GOODS WHICH AT THE TIME OF DELIVERY TO BUYER WERE DAMAGED, DEFECTIVE, OR NOT IN ACCORDANCE WITH THE BUYER'S WRITTEN PURCHASE ORDER, PROVIDED THAT THE BUYER GIVES SELLER WRITTEN NOTICE BY MAIL OF SUCH DAMAGE, DEFECT, OR DEVIATION WITHIN 10 DAYS FOLLOWING ITS RECEIPT OF THE GOODS. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LABOR COSTS EXPENDED ON SUCH GOODS, OR OTHER CONSEQUENTIAL DAMAGES. NO OFFICER OR EMPLOYEE OF SELLER IS AUTHORIZED TO MAKE ANY ORAL REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS, OR TO WAIVE ANY OF THE FOREGOING TERMS OF SALE, AND NONE SHALL BE BINDING ON THE SELLER.

SUB-TOTAL	195.60
TAX	.00
SHIPPING CHARGES	
<b>TOTAL AMT. DUE</b>	<b>195.60</b>

PAGE 08

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ORIGINAL

15:32 02/28/2001

EXHIBIT "A"



**AMERICAN**  
STEEL AND ALUMINUM CORPORATION

PLEASE REMIT TO:  
P.O. BOX 18607

NEWARK

NJ 07191

REPRINT  
**INVOICE**

TERMS:  
1/2% 10 DAYS, NET 30  
ALUMINUM - NET 30 DAYS

CUSTOMER NO.	CUSTOMER P.O. NO.	DATE SHIPPED	SHIPPED VIA	Page 1 of 1	INVOICE DATE	INVOICE NO.
747170	20416	06/29/00	OUR TRUCK		06/29/00	0723006

REICHDRILL INC  
P O BOX 361  
PHILIPSBURG

PA 16865

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P O BOX 361  
PHILIPSBURG  
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PA 16865

QUANTITY SHIPPED	DESCRIPTION	SALES UNITS	UNIT PRICE	UNIT MEAS.	AMOUNT
5	AL FLT 1/2x5x12' 6061 T651  STANDARD LGHT OF ALUM BARS ARE 12' QUOTING EQUIV. FOOTAGE. LET ME KNOW 6/22, BEST DELV IS WED 6/28---TJ	178	185.0000	CWT	329.30
<b>TERMS &amp; CONDITIONS:</b> SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND/OR PERFORMANCE OF THE SERVICES ORDER AND ITS ACCEPTANCE ARE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS ON WARRANTIES OF MERCHANTABILITY AND FITNESS AS SET FORTH BY THIS INVOICE. IT HAS FULLY COMPLIED WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS, OF THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR OF THEIR CONFORMITY TO BUYER'S SPECI- FICATIONS. BUYER WILL REPLACE, OR REFUND THE PURCHASE PRICE FOR, ANY GOODS WHICH AT THE TIME OF DELIVERY TO BUYER WERE DAMAGED, DEFECTIVE, OR NOT IN CONFORMANCE WITH THE BUYER'S WRITTEN PURCHASE ORDER, PROVIDED THAT THE BUYER GIVES SELLER WRITTEN NOTICE BY MAIL OF SUCH DAMAGE, DEFECT, OR DEVIATION IN 10 DAYS FOLLOWING ITS RECEIPT OF THE GOODS. SELLER SHALL BE LIABLE FOR LABOR COSTS EXPENDED ON SUCH GOODS, OR OTHER CONSEQUENTIAL DAMAGES. NO OFFICER OR EMPLOYEE OF SELLER IS AUTHORIZED TO MAKE ANY ORAL REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS, OR TO WAIVE ANY OF THE ABOVE TERMS OF SALE, AND NONE SHALL BE BINDING ON THE SELLER.					SUB-TOTAL 329.30 TAX .00 SHIPPING CHARGES <b>TOTAL AMT. DUE 329.30</b>

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CCS FINANCIAL SYSTEM

ORIGINAL 15:32 7176528845 02/28/2001

EXHIBIT "A"



**AMERICAN**  
STEEL AND ALUMINUM CORPORATION

PLEASE REMIT TO:  
P.O. BOX 18607

NEWARK

NJ 07191

REPRINT

**INVOICE**

TERMS:  
1/2% 10 DAYS, NET 30  
ALUMINUM - NET 30 DAYS

CUSTOMER NO.	CUSTOMER P.O. NO.	DATE SHIPPED	SHIPPED VIA	INVOICE DATE	INVOICE NO.
747170	20351	06/30/00	OUR TRUCK	06/30/00	0722568

REICHDRILL INC  
P O BOX 361  
PHILIPSBURG

PA 16866

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\* REICHDRILL INC  
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QUANTITY SHIPPED	DESCRIPTION	SALES UNITS	UNIT PRICE	UNIT MEAS.	AMOUNT
0	CAR PIPE 10" SCH 30 X 21'	0	13.5000	FT	.00
	2 LENGTHS @ 21 FT				
1	HR SQ TB 8x1/2x20' EWST	20	18.5000	FT	370.00
1	HR SQ TB 12x1/2x20'	20	29.5000	FT	590.00

**S & CONDITIONS:** SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND/OR PERFORMANCE OF THE SERVICES ORDERED BY THIS INVOICE, IT HAS FULLY COMPLIED WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED. ORDER AND ITS ACCEPTANCE ARE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS ON WARRANTIES OF MERCHANTABILITY AND FITNESS AS SET FORTH HEREIN. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS, OF THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR OF THEIR CONFORMITY TO BUYER'S SPECIFICATIONS. SELLER WILL REPLACE, OR REFUND THE PURCHASE PRICE FOR, ANY GOODS WHICH AT THE TIME OF DELIVERY TO BUYER WERE DAMAGED, DEFECTIVE, OR NOT IN ACCORDANCE WITH THE BUYER'S WRITTEN PURCHASE ORDER, PROVIDED THAT THE BUYER GIVES SELLER WRITTEN NOTICE BY MAIL OF SUCH DAMAGE, DEFECT, OR DEVIATION WITHIN 30 DAYS FOLLOWING ITS RECEIPT OF THE GOODS. SELLER SHALL BE LIABLE FOR LABOR COSTS EXPENDED ON SUCH GOODS, OR OTHER CONSEQUENTIAL DAMAGES. NO EMPLOYEE OR AGENT OF SELLER IS AUTHORIZED TO MAKE ANY ORAL REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS, OR TO WAIVE ANY OF THE TERMS OF SALE, AND NONE SHALL BE BINDING ON THE SELLER.

SUB-TOTAL	960.00
TAX	.00
SHIPPING CHARGES	
<b>TOTAL AMT. DUE</b>	<b>960.00</b>

EXHIBIT "A"





**AMERICAN**  
STEEL AND ALUMINUM CORPORATION

PLEASE REMIT TO:  
P.O. BOX 18607

NEWARK

NJ 07191

REPRINT  
**INVOICE**

TERMS:  
1/2% 10 DAYS, NET 30  
ALUMINUM - NET 30 DAYS

CUSTOMER NO.	CUSTOMER P.O. NO.	DATE SHIPPED	SHIPPED VIA	INVOICE DATE	INVOICE NO.
747170	20351	06/30/00	OUR TRUCK	06/30/00	0723458

REICHDRILL INC  
P O BOX 361  
PHILIPSBURG

PA 16866

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\* REICHDRILL INC  
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QUANTITY SHIPPED	DESCRIPTION	SALES UNITS	UNIT PRICE	UNIT MEAS.	AMOUNT
42	CAR PIPE 10" SCH 30 X 21'	42	13.5000	FT	567.00
	PARTIAL-BALANCE DUE ON INVOICE NO. 0722558				

**S & CONDITIONS:** SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND/OR PERFORMANCE OF THE SERVICES ORDERED BY THIS INVOICE, IT HAS FULLY COMPLIED WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED. ORDER AND ITS ACCEPTANCE ARE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS ON WARRANTIES OF MERCHANTABILITY AND FITNESS AS SET FORTH HEREIN. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS, OF THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR OF THEIR CONFORMITY TO BUYER'S SPECIFICATIONS. SELLER WILL REPLACE, OR REFUND THE PURCHASE PRICE FOR, ANY GOODS WHICH AT THE TIME OF DELIVERY TO BUYER WERE DAMAGED, DEFECTIVE, OR NOT IN ACCORDANCE WITH THE BUYER'S WRITTEN PURCHASE ORDER, PROVIDED THAT THE BUYER GIVES SELLER WRITTEN NOTICE BY MAIL OF SUCH DAMAGE, DEFECT, OR DEVIATION IN WRITING WITHIN 10 DAYS FOLLOWING ITS RECEIPT OF THE GOODS. BUYER SHALL BE RESPONSIBLE FOR LABOR COSTS EXPENDED ON SUCH GOODS, OR OTHER CONSEQUENTIAL DAMAGES. NO EMPLOYEE OR AGENT OF SELLER IS AUTHORIZED TO MAKE ANY ORAL REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS, OR TO WAIVE ANY OF THE TERMS OF SALE, AND NONE SHALL BE BINDING ON THE SELLER.

SUB-TOTAL	567.00
TAX	.00
SHIPPING CHARGES	
<b>TOTAL AMT. DUE</b>	<b>567.00</b>

**EXHIBIT "A"**



**AMERICAN**  
STEEL AND ALUMINUM CORPORATION

PLEASE REMIT TO:  
P.O. BOX 18607

NEWARK

NJ 07191

REFRINT  
**INVOICE**

TERMS:  
1/2% 10 DAYS, NET 30  
ALUMINUM - NET 30 DAYS

CUSTOMER NO.	CUSTOMER P.O. NO.	DATE SHIPPED	SHIPPED VIA	Page 1 of 1	INVOICE DATE	INVOICE NO.
747170	9888-DOTT	06/30/00	OUR TRUCK		06/30/00	0723401

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QUANTITY SHIPPED	DESCRIPTION	SALES UNITS	UNIT PRICE	UNIT MEAS.	AMOUNT
2	CF RD 4x20' C-1018	40	25.5300	FT	1021.20

**S & CONDITIONS:** SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND/OR PERFORMANCE OF THE SERVICES ORDERED BY THIS INVOICE, IT HAS FULLY COMPLIED WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED. ORDER AND ITS ACCEPTANCE ARE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS ON WARRANTIES OF MERCHANTABILITY AND FITNESS AS SET FORTH HEREIN. SELLER'S LIABILITY FOR REFUND OR REPLACEMENT OF DEFECTIVE MATERIAL. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS, OF THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR OF THEIR CONFORMITY TO BUYER'S SPECIFICATIONS. SELLER WILL REPLACE, OR REFUND THE PURCHASE PRICE FOR, ANY GOODS WHICH AT THE TIME OF DELIVERY TO BUYER WERE DAMAGED, DEFECTIVE, OR NOT IN ACCORDANCE WITH THE BUYER'S WRITTEN PURCHASE ORDER, PROVIDED THAT THE BUYER GIVES SELLER WRITTEN NOTICE BY MAIL OF SUCH DAMAGE, DEFECT OR DEVIATION WITHIN 30 DAYS FOLLOWING ITS RECEIPT OF THE GOODS. BUYER SHALL BE LIABLE FOR LABOR COSTS EXPENDED ON SUCH GOODS, OR OTHER CONSEQUENTIAL DAMAGES. NO OFFICER OR EMPLOYEE OF SELLER IS AUTHORIZED TO MAKE ANY ORAL REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS, OR TO WAIVE ANY OF THE ABOVE TERMS OF SALE, AND NONE SHALL BE BINDING ON THE SELLER.

SUB-TOTAL	1021.20
TAX	.00
SHIPPING CHARGES	
<b>TOTAL AMT. DUE</b>	<b>1021.20</b>

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CCS FINANCIAL SYSTEM

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EXHIBIT "A"



**AMERICAN**  
STEEL AND ALUMINUM CORPORATION

PLEASE REMIT TO:  
P.O. BOX 18607

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**INVOICE**

TERMS:  
1/2% 10 DAYS, NET 30  
ALUMINUM - NET 30 DAYS

CUSTOMER NO.	CUSTOMER P.O. NO.	DATE SHIPPED	SHIPPED VIA	Page 1 of 1	INVOICE DATE	INVOICE NO.
747170	20416-DOTTIE	07/03/00	OUR TRUCK		07/03/00	0723080

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QUANTITY SHIPPED	DESCRIPTION	SALES UNITS	UNIT PRICE	UNIT MEAS.	AMOUNT
1	AL PLT 1/2X48.5X120 6061T6  VERBAL OK FROM RICH PEIRCE TO FACILITATE DELV. NO PO# ISSUED	1	885.0000	EA	885.00

**IS & CONDITIONS:** SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND/OR PERFORMANCE OF THE SERVICES ED BY THIS INVOICE, IT HAS FULLY COMPLIED WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.  
ORDER AND ITS ACCEPTANCE ARE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS ON WARRANTIES OF MERCHANTABILITY AND FITNESS AS SET FORTH  
LER'S LIABILITY FOR REFUND OR REPLACEMENT OF DEFECTIVE MATERIAL.  
LER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS, OF THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR OF THEIR CONFORMITY TO BUYER'S SPECI-  
ING.  
LER WILL REPLACE, OR REFUND THE PURCHASE PRICE FOR, ANY GOODS WHICH AT THE TIME OF DELIVERY TO BUYER WERE DAMAGED, DEFECTIVE, OR NOT IN  
RFORMANCE WITH THE BUYER'S WRITTEN PURCHASE ORDER, PROVIDED THAT THE BUYER GIVES SELLER WRITTEN NOTICE BY MAIL OF SUCH DAMAGE, DEFECT, OR DEVIATION  
10 DAYS FOLLOWING ITS RECEIPT OF THE GOODS.  
D EVENT SHALL THE SELLER BE LIABLE FOR LABOR COSTS EXPENDED ON SUCH GOODS, OR OTHER CONSEQUENTIAL DAMAGES.  
OFFICER OR EMPLOYEE OF SELLER IS AUTHORIZED TO MAKE ANY ORAL REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS, OR TO WAIVE ANY OF THE  
DING TERMS OF SALE, AND NONE SHALL BE BINDING ON THE SELLER.

SUB-TOTAL	885.00
TAX	.00
SHIPPING CHARGES	
<b>TOTAL AMT. DUE</b>	<b>885.00</b>

PAGE 13

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**EXHIBIT "A"**



**AMERICAN**  
STEEL AND ALUMINUM CORPORATION

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TERMS:  
1/2% 10 DAYS, NET 30  
ALUMINUM - NET 30 DAYS

CUSTOMER NO.	CUSTOMER P.O. NO.	DATE SHIPPED	SHIPPED VIA	Page 1 of 1	INVOICE DATE	INVOICE NO.
747170	9888	07/03/00	OUR TRUCK		07/03/00	0723403

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QUANTITY SHIPPED	DESCRIPTION	SALES UNITS	UNIT PRICE	UNIT MEAS.	AMOUNT
3	HR RC TB 6x4x1/4x24' EWST	72	4.2500	FT	306.00

**S & CONDITIONS:** SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND/OR PERFORMANCE OF THE SERVICES BY THIS INVOICE, IT HAS FULLY COMPLIED WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.  
ORDER AND ITS ACCEPTANCE ARE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS ON WARRANTIES OF MERCHANTABILITY AND FITNESS AS SET FORTH IN THE BUYER'S PURCHASE ORDER.  
SELLER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS, OF THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR OF THEIR CONFORMITY TO BUYER'S SPECIFICATIONS.  
SELLER WILL REPLACE, OR REFUND THE PURCHASE PRICE FOR, ANY GOODS WHICH AT THE TIME OF DELIVERY TO BUYER WERE DAMAGED, DEFECTIVE, OR NOT IN ACCORDANCE WITH THE BUYER'S WRITTEN PURCHASE ORDER, PROVIDED THAT THE BUYER GIVES SELLER WRITTEN NOTICE BY MAIL, OF SUCH DAMAGE, DEFECT, OR DEVIATION FROM SPECIFICATION, WITHIN 10 DAYS FOLLOWING ITS RECEIPT OF THE GOODS.  
IN NO EVENT SHALL THE SELLER BE LIABLE FOR LABOR COSTS EXPENDED ON SUCH GOODS, OR OTHER CONSEQUENTIAL DAMAGES.  
NO OFFICER OR EMPLOYEE OF SELLER IS AUTHORIZED TO MAKE ANY ORAL REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS, OR TO WAIVE ANY OF THE FOREGOING TERMS OF SALE, AND NONE SHALL BE BINDING ON THE SELLER.

SUB-TOTAL	306.00
TAX	.00
SHIPPING CHARGES	
<b>TOTAL AMT. DUE</b>	<b>306.00</b>

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**INVOICE**

TERMS:  
1/2% 10 DAYS, NET 30  
ALUMINUM - NET 30 DAYS

CUSTOMER NO.	CUSTOMER P.O. NO.	DATE SHIPPED	SHIPPED VIA	INVOICE DATE	INVOICE NO.
747170	20490	07/11/00	OUR TRUCK	07/11/00	0723580

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QUANTITY SHIPPED	DESCRIPTION	SALES UNITS	UNIT PRICE	UNIT MEAS.	AMOUNT
2	HR FLT 2-1/2x96x60 A36 FLAMECUT	8158	23.8000	CWT	1943.98

**3 & CONDITIONS:** SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND/OR PERFORMANCE OF THE SERVICES BY THIS INVOICE, IT HAS FULLY COMPLIED WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED. ORDER AND ITS ACCEPTANCE ARE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS ON WARRANTIES OF MERCHANTABILITY AND FITNESS AS SET FORTH IN THE SELLER'S STANDARD TERMS AND CONDITIONS OF SALE, WHICH ARE AVAILABLE TO THE BUYER UPON REQUEST. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS, OF THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR OF THEIR CONFORMITY TO BUYER'S SPECIFICATIONS. SELLER WILL REPLACE, OR REFUND THE PURCHASE PRICE FOR, ANY GOODS WHICH AT THE TIME OF DELIVERY TO BUYER WERE DAMAGED, DEFECTIVE, OR NOT IN ACCORDANCE WITH THE BUYER'S WRITTEN PURCHASE ORDER, PROVIDED THAT THE BUYER GIVES SELLER WRITTEN NOTICE BY MAIL OF SUCH DAMAGE, DEFECT, OR DEVIATION WITHIN 10 DAYS FOLLOWING ITS RECEIPT OF THE GOODS. BUYER SHALL BE LIABLE FOR LABOR COSTS EXPENDED ON SUCH GOODS, OR OTHER CONSEQUENTIAL DAMAGES. IF BUYER OR EMPLOYEE OF BUYER IS AUTHORIZED TO MAKE ANY ORAL REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS, OR TO WAIVE ANY OF THE ABOVE TERMS OF SALE, AND NONE SHALL BE BINDING ON THE SELLER.

SUB-TOTAL	1943.98
TAX	
SHIPPING CHARGES	.00
<b>TOTAL AMT. DUE</b>	<b>1943.98</b>

PAGE 15

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**EXHIBIT "A"**



**AMERICAN**  
STEEL AND ALUMINUM CORPORATION

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**INVOICE**

TERMS:  
1/2% 10 DAYS, NET 30  
ALUMINUM - NET 30 DAYS

CUSTOMER NO.	CUSTOMER P.O. NO.	DATE SHIPPED	SHIPPED VIA	Page 1 of 1	INVOICE DATE	INVOICE NO.
747170	20490	07/11/00	OUR TRUCK		07/11/00	0723948

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QUANTITY SHIPPED	DESCRIPTION	SALES UNITS	UNIT PRICE	UNIT MEAS.	AMOUNT
2	HR SQ TB 8x1/2x20' EWST	40	14.3000	FT	572.00
1	HR SQ TB 12x1/2x20'	20	26.4000	FT	528.00

**S & CONDITIONS:** SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND/OR PERFORMANCE OF THE SERVICES  
ID BY THIS INVOICE, IT HAS FULLY COMPLIED WITH THE FAIR LABOR STANDARDS ACT OF 1936, AS AMENDED.  
ORDER AND ITS ACCEPTANCE ARE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS ON WARRANTIES OF MERCHANTABILITY AND FITNESS AS SET FORTH  
ER'S LIABILITY FOR REFUND OR REPLACEMENT OF DEFECTIVE MATERIAL.  
ER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS, OF THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR OF THEIR CONFORMITY TO BUYER'S SPECI  
VS.  
ER WILL REPLACE, OR REFUND THE PURCHASE PRICE FOR, ANY GOODS WHICH AT THE TIME OF DELIVERY TO BUYER WERE DAMAGED, DEFECTIVE, OR NOT IN  
DANCE WITH THE BUYER'S WRITTEN PURCHASE ORDER, PROVIDED THAT THE BUYER GIVES SELLER WRITTEN NOTICE BY MAIL OF SUCH DAMAGE, DEFECT, OR DEVIATION  
10 DAYS FOLLOWING ITS RECEIPT OF THE GOODS.  
1 EVENT SHALL THE SELLER BE LIABLE FOR LABOR COSTS EXPENDED ON SUCH GOODS, OR OTHER CONSEQUENTIAL DAMAGES.  
PRICER OR EMPLOYEE OF SELLER IS AUTHORIZED TO MAKE ANY ORAL REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS, OR TO WAIVE ANY OF THE  
ING TERMS OF SALE, AND NONE SHALL BE BINDING ON THE SELLER.

SUB-TOTAL	1100.00
TAX	.00
SHIPPING CHARGES	
<b>TOTAL AMT. DUE</b>	<b>1100.00</b>

EXHIBIT "A"



**AMERICAN**  
STEEL AND ALUMINUM CORPORATION

PLEASE REMIT TO:  
P.O. BOX 18607

NEWARK

NJ 07191

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**INVOICE**

TERMS:  
1/2% 10 DAYS, NET 30  
ALUMINUM - NET 30 DAYS

CUSTOMER NO.	CUSTOMER P.O. NO.	DATE SHIPPED	SHIPPED VIA	Page 1 of 1	INVOICE DATE	INVOICE NO.
747170	20559-DOTTY	07/12/00	OUR TRUCK		07/12/00	0723986

REICHDRILL INC  
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QUANTITY SHIPPED	DESCRIPTION	SALES UNITS	UNIT PRICE	UNIT MEAS.	AMOUNT
2	CF RD 6x12' C-1018	2321	56.2500	CWT	1305.56

**S & CONDITIONS:** SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND/OR PERFORMANCE OF THE SERVICES BY THIS INVOICE, IT HAS FULLY COMPLIED WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED. ORDER AND ITS ACCEPTANCE ARE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS ON WARRANTIES OF MERCHANTABILITY AND FITNESS AS SET FORTH IN THE BUYER'S PURCHASE ORDER. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS, OF THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR OF THEIR CONFORMITY TO BUYER'S SPECIFICATIONS. SELLER WILL REPLACE, OR REFUND THE PURCHASE PRICE FOR, ANY GOODS WHICH AT THE TIME OF DELIVERY TO BUYER WERE DAMAGED, DEFECTIVE, OR NOT IN ACCORDANCE WITH THE BUYER'S WRITTEN PURCHASE ORDER. PROVIDED THAT THE BUYER GIVES SELLER WRITTEN NOTICE BY MAIL OF SUCH DAMAGE, DEFECT, OR DEVIATION FROM THE PURCHASE ORDER WITHIN 10 DAYS FOLLOWING ITS RECEIPT OF THE GOODS. SELLER OR EMPLOYEE OF SELLER IS AUTHORIZED TO MAKE ANY ORAL REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS, OR TO WAIVE ANY OF THE ABOVE TERMS OF SALE, AND NONE SHALL BE BINDING ON THE SELLER.

SUB-TOTAL	1305.56
TAX	.00
SHIPPING CHARGES	
<b>TOTAL AMT. DUE</b>	<b>1305.56</b>

**EXHIBIT "A"**



**AMERICAN**  
STEEL AND ALUMINUM CORPORATION

PLEASE REMIT TO:  
P.O. BOX 18607

NEWARK

NJ 07191

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**INVOICE**

TERMS:  
1/2% 10 DAYS, NET 30  
ALUMINUM - NET 30 DA

CUSTOMER NO.	CUSTOMER P.O. NO.	DATE SHIPPED	SHIPPED VIA	Page 1 of 1	INVOICE DATE	INVOICE N
747170	20183	07/18/00	OUR TRUCK		07/18/00	072163

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QUANTITY SHIPPED	DESCRIPTION	SALES UNITS	UNIT PRICE	UNIT MEAS.	AMOUNT
4	HR PLT 2x96x60 A36 FLAMECUT	13068	20.5000	GWT	2678.9

**TERMS & CONDITIONS:** SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND/OR PERFORMANCE OF THE SERVICES  
BY THIS INVOICE, IT HAS FULLY COMPLIED WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.  
IN ORDER AND ITS ACCEPTANCE ARE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS ON WARRANTIES OF MERCHANTABILITY AND FITNESS AS SET FORTH  
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ILLER'S LIABILITY FOR REFUND OR REPLACEMENT OF DEFECTIVE MATERIAL.  
ILLER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS, OF THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR OF THEIR CONFORMITY TO BUYER'S SPECI-  
IONS.  
ILLER WILL REPLACE, OR REFUND THE PURCHASE PRICE FOR, ANY GOODS WHICH AT THE TIME OF DELIVERY TO BUYER WERE DAMAGED, DEFECTIVE, OR NOT IN  
FORMANCE WITH THE BUYER'S WRITTEN PURCHASE ORDER, PROVIDED THAT THE BUYER GIVES SELLER WRITTEN NOTICE BY MAIL OF SUCH DAMAGE, DEFECT, OR DEVIATION  
N 10 DAYS FOLLOWING ITS RECEIPT OF THE GOODS.  
NO EVENT SHALL THE SELLER BE LIABLE FOR LABOR COSTS EXPENDED ON SUCH GOODS, OR OTHER CONSEQUENTIAL DAMAGES.  
OFFICER OR EMPLOYEE OF SELLER IS AUTHORIZED TO MAKE ANY ORAL REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS, OR TO WAIVE ANY OF THE  
30ING TERMS OF SALE, AND NONE SHALL BE BINDING ON THE SELLER.

SUB-TOTAL	2678.94
TAX	
SHIPPING CHARGES	.00
<b>TOTAL AMT. DUE</b>	<b>2678.94</b>

PAGE 18

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**EXHIBIT "A"**





**AMERICAN**  
STEEL AND ALUMINUM CORPORATION

PLEASE REMIT TO:  
P.O. BOX 18607

NEWARK

NJ 07191

**INVOICE**

TERMS:  
1/2% 10 DAYS, NET 30  
ALUMINUM - NET 30 DAYS

CUSTOMER NO.	CUSTOMER P.O. NO.	DATE SHIPPED	SHIPPED VIA	INVOICE DATE	INVOICE NO.
747170	20490	07/24/00	OUR TRUCK	07/24/00	0723581

REICHDRILL INC  
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QUANTITY SHIPPED	DESCRIPTION	SALES UNITS	UNIT PRICE	UNIT MEAS	AMOUNT
2	HR FLT 2-1/2x96x80 A36 FLAMECUT	8168	23.8000	CWT	1943.98

**S & CONDITIONS:** SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND/OR PERFORMANCE OF THE SERVICES BY THIS INVOICE, IT HAS FULLY COMPLIED WITH THE FAIR LABOR STANDARDS ACT OF 1936, AS AMENDED. ORDER AND ITS ACCEPTANCE ARE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS ON WARRANTIES OF MERCHANTABILITY AND FITNESS AS SET FORTH HEREIN. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS, OF THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR OF THEIR CONFORMITY TO BUYER'S SPECIFICATIONS. SELLER WILL REPLACE OR REFUND THE PURCHASE PRICE FOR ANY GOODS WHICH AT THE TIME OF DELIVERY TO BUYER WERE DAMAGED, DEFECTIVE OR NOT IN ACCORDANCE WITH THE BUYER'S WRITTEN PURCHASE ORDER, PROVIDED THAT THE BUYER GIVES SELLER WRITTEN NOTICE BY MAIL OF SUCH DAMAGE, DEFECT, OR DEVIATION WITHIN 10 DAYS FOLLOWING ITS RECEIPT OF THE GOODS. BUYER SHALL BE LIABLE FOR LABOR COSTS EXPENDED ON SUCH GOODS, OR OTHER CONSEQUENTIAL DAMAGES. NO OFFICER OR EMPLOYEE OF SELLER IS AUTHORIZED TO MAKE ANY ORAL REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS, OR TO WAIVE ANY OF THE FOREGOING TERMS OF SALE, AND NONE SHALL BE BINDING ON THE SELLER.

SUB-TOTAL	1943.98
TAX	
SHIPPING CHARGES	.00
<b>TOTAL AMT. DUE</b>	<b>1943.98</b>

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PAGE 19

CCS FINANCIAL SYSTEM

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EXHIBIT "A"



**AMERICAN**  
STEEL AND ALUMINUM CORPORATION

PLEASE REMIT TO:  
P.O. BOX 18607

NEWARK NJ 07191

# INVOICE

TERMS:  
1/2% 10 DAYS, NET 30  
ALUMINUM - NET 30 DAYS

CUSTOMER NO.	CUSTOMER P.O. NO.	DATE SHIPPED	SHIPPED VIA	Page 1 of 1	INVOICE DATE	INVOICE NO.
747170	20808	07/31/00	OUR TRUCK		07/31/00	0725540

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QUANTITY SHIPPED	DESCRIPTION	SALES UNITS	UNIT PRICE	UNIT MEAS.	AMOUNT
6	HR PLT 1/2x96x120 A36 FLAMECUT	9801	21.0000	CWT	2058.21
4	HR PLT 5/8x96x120 A36 FLAMECUT	8168	21.4500	CWT	1752.04

**TERMS & CONDITIONS:** SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND/OR PERFORMANCE OF THE SERVICES PROVIDED BY THIS INVOICE, IT HAS FULLY COMPLIED WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED. ORDER AND ITS ACCEPTANCE ARE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS ON WARRANTIES OF MERCHANTABILITY AND FITNESS AS SET FORTH IN THE BUYER'S PURCHASE ORDER. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS, OF THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR OF THEIR CONFORMITY TO BUYER'S SPECIFICATIONS. SELLER WILL REPLACE, OR REFUND THE PURCHASE PRICE FOR, ANY GOODS WHICH AT THE TIME OF DELIVERY TO BUYER WERE DAMAGED, DEFECTIVE, OR NOT IN CONFORMANCE WITH THE BUYER'S WRITTEN PURCHASE ORDER, PROVIDED THAT THE BUYER GIVES SELLER WRITTEN NOTICE BY MAIL OF SUCH DAMAGE, DEFECT, OR DEVIATION IN 10 DAYS FOLLOWING ITS RECEIPT OF THE GOODS. NO EVENT SHALL THE SELLER BE LIABLE FOR LABOR COSTS EXPENDED ON SUCH GOODS, OR OTHER CONSEQUENTIAL DAMAGES. OFFICER OR EMPLOYEE OF SELLER IS AUTHORIZED TO MAKE ANY ORAL REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS, OR TO WAIVE ANY OF THE FOREGOING TERMS OF SALE, AND NONE SHALL BE BINDING ON THE SELLER.

SUB-TOTAL	3810.25
TAX	.00
SHIPPING CHARGES	
<b>TOTAL AMT. DUE</b>	<b>3810.25</b>

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EXHIBIT "A"



PLEASE REMIT TO:  
P.O. BOX 18607

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REPRINT  
**INVOICE**

TERMS:  
1/2% 10 DAYS, NET 30  
ALUMINUM - NET 30 DAYS

CUSTOMER NO.	CUSTOMER P.O. NO.	DATE SHIPPED	SHIPPED VIA	INVOICE DATE	INVOICE NO.
747170	20808	07/31/00	OUR TRUCK	07/31/00	0725539

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REICHDRILL INC  
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PHILIPSBURG

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QUANTITY SHIPPED	DESCRIPTION	SALES UNITS	UNIT PRICE	UNIT MEAS.	AMOUNT
9	HR PLT 1/2x96x120 A36	14702	21.0000	CWT	3087.42
1	HR PLT 5/8x96x120 A36	2040	21.4500	CWT	437.58

**IS & CONDITIONS:** SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND/OR PERFORMANCE OF THE SERVICES ED BY THIS INVOICE, IT HAS FULLY COMPLIED WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.  
ORDER AND ITS ACCEPTANCE ARE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS ON WARRANTIES OF MERCHANTABILITY AND FITNESS AS SET FORTH IN THE BUYER'S PURCHASE ORDER.  
SELLER'S LIABILITY FOR REFUND OR REPLACEMENT OF DEFECTIVE MATERIAL.  
SELLER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS, OF THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR OF THEIR CONFORMITY TO BUYER'S SPECIFICATIONS.  
SELLER WILL REPLACE, OR REFUND THE PURCHASE PRICE FOR, ANY GOODS WHICH AT THE TIME OF DELIVERY TO BUYER WERE DAMAGED, DEFECTIVE, OR NOT IN CONFORMANCE WITH THE BUYER'S WRITTEN PURCHASE ORDER, PROVIDED THAT THE BUYER GIVES SELLER WRITTEN NOTICE BY MAIL OF SUCH DAMAGE, DEFECT, OR DEVIATION WITHIN 10 DAYS FOLLOWING ITS RECEIPT OF THE GOODS.  
BUYER SHALL THE SELLER BE LIABLE FOR LABOR COSTS EXPENDED ON SUCH GOODS, OR OTHER CONSEQUENTIAL DAMAGES.  
OFFICER OR EMPLOYEE OF SELLER IS AUTHORIZED TO MAKE ANY ORAL REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS, OR TO WAIVE ANY OF THE FOREGOING TERMS OF SALE, AND NONE SHALL BE BINDING ON THE SELLER.

SUB-TOTAL	3525.00
TAX	
SHIPPING CHARGES	.00
<b>TOTAL AMT. DUE</b>	<b>3525.00</b>

ORIGINAL

EXHIBIT "A"

AMERICAN STEEL & ALUMINUM CORP., : IN THE COURT OF COMMON PLEAS OF  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
VS. :  
: NO. 2001-904-CD

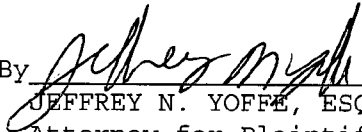
REICHDRILL, INC., :  
Defendant : CIVIL ACTION - LAW

PRAECIPE TO LIST CASE FOR CIVIL TRIAL

TO THE CLEARFIELD COUNTY PROTHONOTARY:

Please list the above captioned case for a civil non-jury trial.

YOFFE & YOFFE, P.C.

By   
JEFFREY N. YOFFE, ESQUIRE  
Attorney for Plaintiff  
214 Senate Avenue, Suite 203  
Camp Hill, PA 17011  
(717) 975-1838  
Attorney ID No. 52933

**FILED**

OCT 05 2001

William A. Shaw  
Prothonotary

AMERICAN STEEL & ALUMINUM CORP., : IN THE COURT OF COMMON PLEAS OF  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
VS. :  
: NO. 2001-904-CD  
REICHDRILL, INC., :  
Defendant : CIVIL ACTION - LAW

CERTIFICATE OF SERVICE

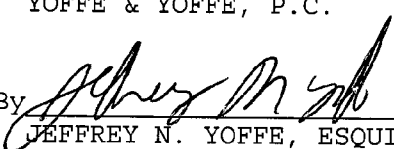
The undersigned certifies that on the date indicated below, he served a true and correct copy of the foregoing Praecipe to List Case for Trial on Douglas A. Campbell, Esquire. Service was accomplished by depositing the same in the United States Mail, first class, postage prepaid and addressed as follows:

Douglas A. Campbell, Esquire  
1700 Grant Building  
Pittsburgh, PA 15219

YOFFE & YOFFE, P.C.

Date: October 3, 2001

By

  
JEFFREY N. YOFFE, ESQUIRE  
Attorney for Plaintiff  
214 Senate Avenue, Suite 203  
Camp Hill, PA 17011  
(717) 975-1838  
Attorney ID No. 52933

FILED

OCT 05 2001

MAILED NO 11  
William A. Shaw  
Prothonotary

CC  
Copy CA

CP  
AMERICAN STEEL & ALUMINUM CORP., : IN THE COURT OF COMMON PLEAS OF  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
VS. :  
: NO. 2001-904-CD

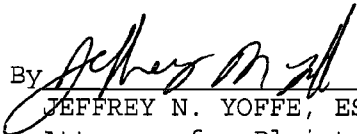
REICHDRILL, INC., :  
Defendant : CIVIL ACTION - LAW

CERTIFICATE OF READINESS

TO THE CLEARFIELD COUNTY PROTHONOTARY AND COURT ADMINISTRATOR:

The above captioned case is ready for trial. The amount in controversy is \$30,266.99. Please list this for a non-jury trial. Anticipated length of non-jury trial is 3 hours.

YOFFE & YOFFE, P.C.

By   
JEFFREY N. YOFFE, ESQUIRE  
Attorney for Plaintiff  
214 Senate Avenue, Suite 203  
Camp Hill, PA 17011  
(717) 975-1838  
Attorney ID No. 52933

**FILED**

OCT 05 2001

William A. Shaw  
Prothonotary

AMERICAN STEEL & ALUMINUM CORP., : IN THE COURT OF COMMON PLEAS OF  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
VS. :  
: NO. 2001-904-CD  
  
REICHDRILL, INC., :  
Defendant : CIVIL ACTION - LAW

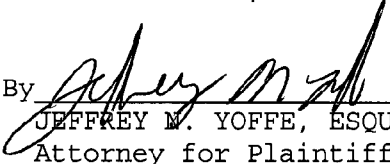
CERTIFICATE OF SERVICE

The undersigned certifies that on the date indicated below, he served a true and correct copy of the foregoing Certificate of Readiness on Douglas A. Campbell, Esquire. Service was accomplished by depositing the same in the United States Mail, first class, postage prepaid and addressed as follows:

Douglas A. Campbell, Esquire  
1700 Grant Building  
Pittsburgh, PA 15219

YOFFE & YOFFE, P.C.

Date: October 3, 2001

By   
JEFFREY M. YOFFE, ESQUIRE  
Attorney for Plaintiff  
214 Senate Avenue, Suite 203  
Camp Hill, PA 17011  
(717) 975-1838  
Attorney ID No. 52933



**FILED**

OCT 05 2001

M1142/10cc  
William A. Shaw  
Prothonotary

Q1 Copy CA  
*[Signature]*

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

AMERICAN STEEL & ALUMINUM CORP:

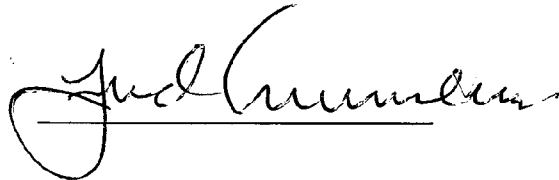
VS. : NO. 01-904-CD

REICHDRILL, INC. :

O R D E R

NOW, this 2nd day of January, 2002, this being the date set for Call of the Civil List, with the above case being ripe for nonjury trial; the Court having been advised that the Defendant has filed for protection under the Federal Bankruptcy Laws and that an automatic stay of the litigation is in effect; it is hereby the ORDER of this Court that the matter be continued indefinitely until such time as either party should provide the Court with any proof that the matter should proceed.

BY THE COURT,



Judge

**FILED**

JAN 02 2002

0134511cc atty Yoffe  
William A. Shaw  
Prothonotary

1 cc atty Campbell



1 cc atty Leach

1 cc atty Marshall

LAW OFFICES  
YOFFE & YOFFE, P.C.  
214 Senate Avenue \* Suite 203  
Camp Hill, Pennsylvania 17011

NORMAN M. YOFFE  
JEFFREY N. YOFFE

Telephone (717) 975-1838  
Fax (717) 975-1912

December 21, 2001

Hon. Fredric J. Ammerman  
Judge's Chambers  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

RE: American Steel & Aluminum Corp. vs. Reichdrill, Inc.;  
Clearfield County; No. 2001-904

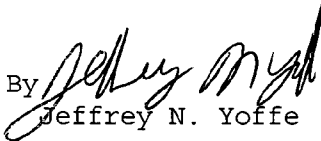
Dear Judge Ammerman:

I represent American Steel & Aluminum Corp. Previously I listed the above referenced case for a civil non-jury trial. The Defendant filed Bankruptcy on October 18, 2001. Therefore, the Automatic Stay prevents this case from going to trial. I have enclosed a copy of a page which I printed out off of PACER which is a service which provides online access to bankruptcy information.

After speaking with Mr. Meholick, it is my understanding that this correspondence should be sufficient to have this case removed from the civil non-jury list. If this is not correct please let me know. I have sent a copy of this correspondence to the attorneys of record for Reichdrill, Inc. as well as to Attorney Campbell who represents Reichdrill, Inc. in the above referenced action.

Sincerely,

YOFFE & YOFFE, P.C.

By   
Jeffrey N. Yoffe

JNY:ms

Enclosure

Cc: David S. Meholick  
James R. Walsh, Esquire  
Alvin B. Marshall, Esquire  
Douglas A. Campbell, Esquire  
ccs\american steel\reichdrill\letter5

# U.S. Bankruptcy Court

Western District of Pennsylvania (Pittsburgh)

- *Bankruptcy Petition #:* 01-30627 *Date filed:* 10/18/01
- *Assigned to:* Bernard Markovitz
- Chapter 11, involuntary, asset

<b>* Parties *</b>	<b>* Attorneys *</b>
<b>REICHDRILL, INC.</b> P.O. Box 361 Philipsburg, PA 16866 <i>Tax ID:</i> 25-1470700 * Debtor *	<b>James R. Walsh</b> Spence Custer Saylor Wolfe & Rose 400 U.S. Bank Building P.O. Box 280 Johnstown, PA 15907 814-536-0735
	<b>Alvin B. Marshall</b> One Norwegian Plaza, Ste. 200 PO Box 1280 Pottsville, PA 17901-7280 570-622-1811
<b>ROBERT VALLI</b> * Petitioning Creditor *	<b>Joseph E. Schmitt</b> Stonecipher, Cunningham, Beard & Schmitt 125 First Avenue Pittsburgh, PA 15222 412-391-8510
<b>KLINE TOOK &amp; DYE CO.</b> * Petitioning Creditor *	<b>Joseph E. Schmitt</b> (See above)
<b>BAR INDUSTRIAL, INC.</b> * Petitioning Creditor *	<b>Joseph E. Schmitt</b> (See above)

## Docket Proceedings

<b>Date</b>	<b>Doc. No.</b>	<b>Docket Entry</b>
10/18/01	1	Involuntary Petition Under Chapter 7. ( Filing Fee \$ 200.00 Receipt # 48430) (csus) [EOD 10/19/01]
10/18/01	2	One Summons(es) Issued on Reichdrill, Inc. (csus) [EOD 10/19/01]
10/18/01	3	Order Designating Principal Operating Officer of Alleged Corp. Andrew J. Drebitko cm: Reichdrill, Inc., Andrew Drebitko, J.Schmitt (csus) [EOD 10/19/01]

**FILED**

JAN 02 2002

11:320/

William A. Shaw  
Prothonotary

## Notice of Proposed Termination of Court Case

October 5, 2007

RE: 2001-00904-CD


American Steel & Aluminum Corp.

Vs.

Reichdrill, Inc.

**FILED**

**OCT 05 2007**

 William A. Shaw  
Prothonotary/Clerk of Courts

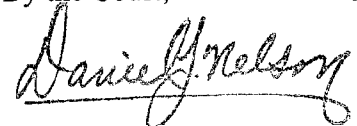
Dear Jeffrey N. Yoffe, Esq:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **December 4, 2007**.

**If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.**

By the Court,



Daniel J. Nelson  
Court Administrator

## Notice of Proposed Termination of Court Case

October 5, 2007

RE: 2001-00904-CD

American Steel & Aluminum Corp.

Vs.

Reichdrill, Inc.

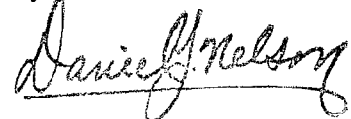
Dear Dougals A. Campbell, Esq:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **December 4, 2007**.

**If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.**

By the Court,

A handwritten signature in cursive script, appearing to read "Daniel J. Nelson", written over a horizontal line.

Daniel J. Nelson  
Court Administrator

AMERICAN STEEL & ALUMINUM CORP., : IN THE COURT OF COMMON PLEAS  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
VS. :  
: NO. 2001-904-CD  
REICHDRILL, INC., :  
Defendant : CIVIL ACTION - LAW

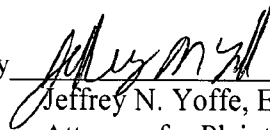
STATEMENT OF INTENTION TO PROCEED

TO THE COURT:

Plaintiff intends to proceed with the above captioned matter.

YOFFE & YOFFE, P.C.

By



Jeffrey N. Yoffe, Esq.

Attorney for Plaintiff

214 Senate Avenue, Suite 404

Camp Hill, PA 17011

(717) 975-1838

Attorney ID No. 52933

*jyoffe@verizon.net*

FILED

DEC 03 2007

M/D: 40/4

William A. Shaw

Prothonotary/Clerk of Courts

1 CENT TO ATT



AMERICAN STEEL & ALUMINUM CORP., : IN THE COURT OF COMMON PLEAS  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
VS. :  
REICHDRILL, INC., : NO. 2001-904-CD  
Defendant : CIVIL ACTION - LAW

CERTIFICATE OF SERVICE

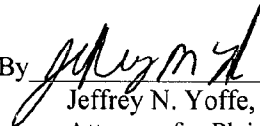
The undersigned certifies that on the date indicated below he served the foregoing statement of intention on the following individual at the following address. Service was accomplished by mailing the same by first class U.S. Mail.

Campbell & Levine, LLC  
ATTN: Douglas A. Campbell, Esq.  
1700 Grant Building  
Pittsburgh, PA 15219

YOFFE & YOFFE, P.C.

Date: November 30, 2007

By



Jeffrey N. Yoffe, Esq.  
Attorney for Plaintiff  
214 Senate Avenue, Suite 404  
Camp Hill, PA 17011  
(717) 975-1838  
Attorney ID No. 52933  
*jyoffe@verizon.net*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

AMERICAN STEEL & ALUMINUM CORP.

Plaintiff

vs.

REICHDRILL, INC.,

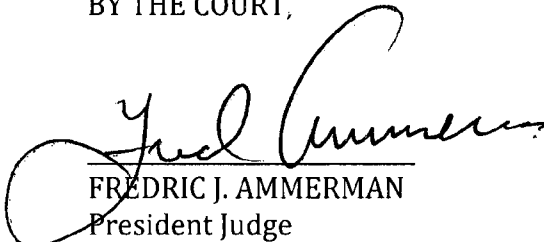
Defendant

NO. 2001-904-CD

ORDER

NOW, this 14<sup>th</sup> day of March, 2013, upon the Court's review of the docket and noting no activity for a period of over five years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTA.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED

MAR 18 2013

William A. Shaw  
Prothonotary/Clerk of Courts