

Quality Veneer et al vs Joseph Robison et al  
2007-596-CD

67-596-CD

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

QUALITY VENEER CORPORATION, :  
INC. and CLEARFIELD FACE :  
VENEER, INC., :  
Plaintiffs :  
vs. :  
No. 2007 - 596 - C.D.  
JOSEPH A. ROBISON, :  
Defendant :  
:

PETITION FOR RELIEF IN  
AID OF EXECUTION  
PURSUANT TO Pa.R.C.P. 3118

Filed on behalf of  
Plaintiff

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law  
Pa. I.D. 38739

**COPY**

**FILED** 400  
06/13/2010 Atty Ryan  
JUN 07 2010

William A. Shaw  
Prothonotary/Clerk of Courts

BELIN, KUBISTA & RYAN LLP  
15 North Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972  
(814) 765-9893

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

QUALITY VENEER CORPORATION, :  
INC. and CLEARFIELD FACE :  
VENEER, INC., :  
Plaintiffs :  
vs. : No. 2007 - 596 - C.D.  
: :  
JOSEPH A. ROBISON, :  
Defendant :  
:

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2010, upon consideration of the foregoing Petition for Relief in Aid of Execution, a Rule is issued upon JOSEPH A. ROBISON, Defendant and FORCEY COAL, INC., Garnishee, to appear and show cause why the relief requested therein should not be granted.

Rule made returnable for hearing the \_\_\_\_\_ day of \_\_\_\_\_, 2010, at \_\_\_\_\_ o'clock \_\_\_\_ M. , Courtroom No. \_\_\_\_\_ of the Clearfield County Courthouse, Clearfield, Pennsylvania.

One-half (1/2) hour has been set aside for the hearing of this matter.

BY THE COURT:

\_\_\_\_\_  
Judge

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

QUALITY VENEER CORPORATION, :  
INC. and CLEARFIELD FACE :  
VENEER, INC., :  
Plaintiffs :  
: No. 2007 - 596 - C.D.  
vs. :  
: :  
JOSEPH A. ROBISON, :  
Defendant :  
:

**PETITION FOR RELIEF IN AID OF EXECUTION**  
**PURSUANT TO Pa.R.C.P. 3118**

NOW COMES, Quality Veneer, Inc. and Clearfield Face Veneer Company, Inc., Plaintiffs above named, and by their attorneys, Belin, Kubista & Ryan LLP, petitions the Honorable Court as follows:

1. Petitioners are the Plaintiffs in the above captioned matter.
2. Respondents are:
  - a. Joseph Robison, Defendant in the above captioned matter;
  - b. Forcey Coal, Inc., a Pennsylvania corporation and a garnishee.
3. On or about, June 8, 2007, Petitioners entered a judgment against Respondent Robison in the amount of \$272,405.67, together with interest and costs.
4. On or about July 27, 2007, Petitioners filed a Writ of Execution.
5. Petitioners believe and therefore aver that Respondent Robison has entered into a lease agreement with Respondent Forcey Coal, Inc., for the mining and removal of coal on a property owned by Robison, which lease agreement provides for certain payments to Robison for coal mined and removed.

6. Pennsylvania Rule of Civil Procedure 3118 authorizes the Court, upon the filing of a petition and after notice and hearing thereon, to grant certain relief in aid of execution, including the authority to enjoin the payment of any amount, including payment of royalties, which are due to a defendant.

7. Petitioner believes that Respondent Forcey, now or in the foreseeable future, will be making payments to Respondent Robison of royalties, whether minimum advance royalties or royalties for coal actually mined and removed from Robison's property.

WHEREFORE, Petitioner requests that the Court enter an Order enjoining Respondent Forcey from payment of any amounts to Respondent Robison, and directing that any and all such amounts be paid over to Petitioners, together with such other relief as the Court deems appropriate.

BELIN, KUBISTA & RYAN LLP



---

John R. Ryan  
Attorney for Plaintiff

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

QUALITY VENEER CORPORATION,  
INC. and CLEARFIELD FACE  
VENEER, INC.,

Plaintiffs

No. 2007 - 596 - C.D.

vs.

JOSEPH A. ROBISON,

Defendant

INTERROGATORIES IN  
ATTACHMENT

Filed on behalf of  
Plaintiff

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law  
Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP  
15 North Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972  
(814) 765-9893

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5cc  
JUN 3 2010 *John R. Ryan*

William A. Shaw  
Prothonotary/Clerk of Courts

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

QUALITY VENEER CORPORATION,	:	
INC. and CLEARFIELD FACE	:	
VENEER, INC.,	:	
	Plaintiffs	:
		No. 2007 - 596 - C.D.
vs.	:	
	:	
JOSEPH A. ROBISON,	:	
	Defendant	:

**INTERROGATORIES IN ATTACHMENT**

TO: Forcey Coal, Inc., Garnishee  
P.O. Box 225  
Madera, PA 16661

You must file with the Court verified answers to the following Interrogatories in Attachment within twenty (20) days after service upon you. Failure to do so may result in a default judgment being entered against you. A copy of the answers must be served on the undersigned. **If your answer to any of the Interrogatories is affirmative, specify the amount and value and/or completely describe the nature of the subject property.** If your answer depends on the review of any documents, account records, or other papers or electronic data, completely describe the same in exact detail (or attach a copy of the same).

1. a. At the time you were served or at any subsequent time, did you owe the Defendant any money or were you liable to the Defendant on any negotiable or other written

instrument, or did the Defendant claim that you owed any money or were liable to him for any reason?

b. To the extent that your above answer depends in whole or in part on documents, account records, lease agreements, other papers, or electronic data, describe each in exact detail (or attach a copy of same).

2. a. At the time you were served or at any subsequent time, was there in your possession, custody or control or in the joint possession, custody or control of yourself or one or more other persons property of any nature owned solely or in part by the Defendant?

b. To the extent that your above answer depends in whole or in part on documents, account records, lease agreements, other papers, or electronic data, describe each in exact detail (or attach a copy of same).

3. a. At the time you were served or at any subsequent time did you pay, transfer or deliver any money or property of any nature to the Defendant, including but not limited to royalty payments or advance royalty payments?

b. To the extent that your above answer depends in whole or in part on documents, account records, lease agreements, other papers, or electronic data, describe each in exact detail (or attach a copy of same).

Date: JUNE 7, 2010



John R. Ryan, Esquire  
Belin, Kubista & Ryan LLP  
Attorneys for Plaintiffs

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

165

QUALITY VENEER CORPORATION, :  
INC. and CLEARFIELD FACE :  
VENEER, INC., :  
Plaintiffs :  
vs. : No. 2007 - 596 - C.D.  
: :  
JOSEPH A. ROBISON, :  
Defendant :  
:

ORDER

AND NOW, this 8<sup>th</sup> day of JUNE, 2010, upon consideration of the foregoing Petition for Relief in Aid of Execution, a Rule is issued upon JOSEPH A. ROBISON, Defendant and FORCEY COAL, INC., Garnishee, to appear and show cause why the relief requested therein should not be granted.

Rule made returnable for hearing the 15<sup>th</sup> day of JULY, 2010, at 1:30 o'clock P.M., Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

One-half (1/2) hour has been set aside for the hearing of this matter.

BY THE COURT:

**COPY**

Judge



**FILED** HCC  
01/04/2010 JUN 08 2010 Atty Ryan

William A. Shaw  
Prothonotary/Clerk of Courts 60

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

QUALITY VENEER CORPORATION,  
INC. and CLEARFIELD FACE  
VENEER, INC.,  
Plaintiffs  
vs.  
JOSEPH A. ROBISON,  
Defendant

**COPY FILED** 80

JUN 11 2010  
07-3-0016  
No. 2007 - 596 - C.D. William A. Shaw  
Prothonotary/Clerk of Courts  
N° 91

**CERTIFICATE OF SERVICE**

Filed on behalf of:  
Plaintiffs

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

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

QUALITY VENEER CORPORATION, :  
INC. and CLEARFIELD FACE :  
VENEER, INC., :  
Plaintiffs :  
: No. 2007 - 596 - C.D.  
vs. :  
: JOSEPH A. ROBISON, :  
Defendant :  
:

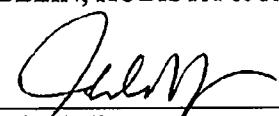
**CERTIFICATE OF SERVICE**

This is to certify that I have served a certified copy of the Petition for Relief in Aid of Execution Pursuant to Pa.R.C.P. 3118, on behalf of QUALITY VENEER CORPORATION, INC. and CLEARFIELD FACE VENEER, INC., Plaintiffs in the above captioned matter, together with a certified copy of the Order scheduling hearing on the said petition, on the following parties by postage prepaid first-class United States mail, on the 11<sup>th</sup> day of June, 2010:

Jeffrey Stover, Esquire  
122 East High Street  
P.O. Box 209  
Bellefonte, PA 16823-0209  
Attorney for Defendant

Dwight L. Koerber, Jr.  
110 North Second Street  
P.O. Box 1320  
Clearfield, PA 16830  
Attorney for Forcey Coal, Inc., Garnishee

BELIN, KUBISTA & RYAN LLP

  
John R. Ryan  
Attorney for Plaintiffs

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

QUALITY VENEER CORPORATION, :  
INC. and CLEARFIELD FACE :  
VENEER, INC., :  
Plaintiffs :  
vs. :  
No. 2007 - 596 - C.D.  
JOSEPH A. ROBISON, :  
Defendant :  
:

ACCEPTANCE OF SERVICE

Filed on behalf of  
Plaintiff

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law  
Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP  
15 North Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972  
(814) 765-9893

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Atty Ryan

William A. Shaw  
Prothonotary/Clerk of Courts

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

QUALITY VENEER CORPORATION,  
INC. and CLEARFIELD FACE  
VENEER, INC.,

Plaintiffs

No. 2007 - 596 - C.D.

vs.

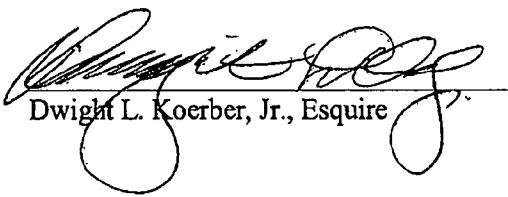
JOSEPH A. ROBISON,

Defendant

ACCEPTANCE OF SERVICE

I, Dwight L. Koerber, Jr., Esquire, accept service of the Interrogatories in  
Attachment and the Petition for Relief in Aid of Execution on behalf of Forcey Coal, Inc.,  
Garnishee in the above captioned matter.

Date: June 15, 2010

  
Dwight L. Koerber, Jr., Esquire

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

QUALITY VENEER CORPORATION,  
INC. and CLEARFIELD FACE  
VENEER, INC.

Plaintiffs

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Docket No. 2007-596-CD

v.

JOSEPH A. ROBISON,  
Defendant

\*  
\*  
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\*  
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Type of Pleading:  
PRAECIPE FOR ENTRY OF  
APPEARANCE

Filed on Behalf of:  
FORCEY COAL, INC.,  
GARNISHEE

Counsel of Record for  
This Party:

Dwight L. Koerber, Jr.,  
Esquire  
PA I.D. No. 16332

LAW OFFICES OF  
DWIGHT L. KOERBER, JR.

110 North Second Street  
P.O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

**COPY**

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William A. Shaw  
Prothonotary/Clerk of Courts

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

QUALITY VENEER CORPORATION,  
INC. and CLEARFIELD FACE  
VENEER, INC.

Plaintiffs

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Docket No. 2007-596-CD

v.

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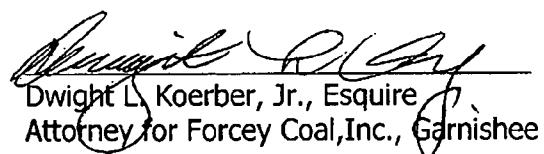
JOSEPH A. ROBISON,  
Defendant

\*

**PREACIPE FOR ENTRY OF APPEARANCE**

Please enter my appearance for Forcey Coal, Inc., Garnishee in the above-referenced proceeding.

Respectfully submitted:

  
Dwight L. Koerber, Jr., Esquire  
Attorney for Forcey Coal, Inc., Garnishee

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

QUALITY VENEER CORPORATION, INC. and CLEARFIELD FACE VENEER, INC.	*	
	*	
	*	
Plaintiffs	*	Docket No. 2007-596-CD
	*	
	*	
v.	*	
	*	
	*	
JOSEPH A. ROBISON, Defendant	*	
	*	
	*	

## **CERTIFICATE OF SERVICE**

I certify that on the 1st day of July, 2010, the undersigned served a certified copy of the Praeclipe for Entry of Appearance in the above-captioned matter upon counsels listed below. Such document was served via United States First Class Mail upon the following:

John R. Ryan, Esquire  
BELIN, KUBISTA & RYAN, LLP  
15 North Front Street  
P. O. Box 1  
Clearfield, PA 16830

Jeffrey W. Stover, Esquire  
919 University Drive  
State College, PA 16801

Dwight L. Koerber, Jr., Esquire  
Attorney for Forcey Coal Inc., Garnishee

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

QUALITY VENEER CORPORATION,  
INC. and CLEARFIELD FACE  
VENEER, INC.

Plaintiffs

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v.

JOSEPH A. ROBISON,  
Defendant

Docket No. 2007-596-CD

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JUL 01 2010  
LW*

William A. Shaw  
Prothonotary/Clerk of Courts

Type of Pleading:

ANSWER OF FORCEY COAL,  
INC., GARNISHEE, TO  
INTERROGATORIES IN  
ATTACHMENT

Filed on Behalf of:  
FORCEY COAL, INC.,  
GARNISHEE

Counsel of Record for  
This Party:

Dwight L. Koerber, Jr.,  
Esquire  
PA I.D. No. 16332

LAW OFFICES OF  
DWIGHT L. KOERBER, JR.

110 North Second Street  
P.O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

QUALITY VENEER CORPORATION,	*	
INC. and CLEARFIELD FACE	*	
VENEER, INC.	*	
Plaintiffs	*	Docket No. 2007-596-CD
	*	
V.	*	
	*	
JOSEPH A. ROBISON,	*	
Defendant	*	

**ANSWER OF FORCEY COAL, INC., GARNISHEE, TO  
INTERROGATORIES IN ATTACHMENT**

**COMES NOW**, Forcey Coal, Inc., Garnishee, by and through its attorney, Dwight L. Koerber, Jr., Esquire, and files the within Answer to the Interrogatories In Attachment that have been served by the Plaintiffs upon it.

(1) (a) On May 5, 2009, D&D Mining and Management Corporation entered into a Coal Lease Agreement with Joseph A. Robison. Attached hereto as Exhibit A is a copy of that Agreement. D&D Mining is affiliated with Forcey Coal, Inc., with Forcey Coal, Inc., being the operating company that obtains the permits and D&D Mining and Management Corporation being the legal entity that acquires ownership of real estate and enters into coal mining leases that will be used in conjunction with the Forcey Coal, Inc., operations.

(b) See Answer to (1)(a), above.

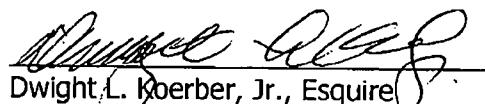
(2) (a) The only property interest that either Forcey Coal, Inc., or D&D

Mining and Management Corporation have with Defendant herein is a Coal Lease, a copy of which is attached hereto as Exhibit A.

(b) See Answer to (2)(a) above.

(3) (a) No, the Answer to this Interrogatory is in the negative. On or about May 28, 2010, Forcey Coal, Inc./D&D Mining and Management Corporation paid the yearly \$2,000.00 advance minimum royalty to Defendant, Joseph A. Robison.

Respectfully submitted,



Dwight L. Koerber, Jr., Esquire  
Attorney for Forcey Coal, Inc., Garnishee

**EXHIBIT A**

Attached hereto as Exhibit A is a true and correct copy of the Coal Lease Agreement dated May 5, 2009 between Joseph Robinson and D&D Mining and Management Corporation.

## COAL LEASE AGREEMENT

THIS AGREEMENT made and entered into this 5th day of May, 2009, by and between, Joseph Robinson whose address is, 2072 Banion Road, Madera, PA 16661, hereinafter, referred to as Lessor and party of the first part.

A

N

D

D & D Mining and Management Corporation, a corporation of Pennsylvania, having its address as P.O. Box 155, Madera, Pennsylvania 16661, hereinafter referred to Lessee.

WHEREAS: the Lessor herein is the owner, in fee, of property consisting of 87 acres in Bigler Township, Clearfield County, Tax Map # K14-103-2.

WHEREAS: the Lessor is desirous of leasing the said property for the purpose of surface mining.

WHEREAS: the Lessee agrees to remove that portion of the coal which is economical to surface mine and remove from the above mentioned property, under the terms and conditions hereinafter set forth.

NOW THEREFORE: it is agreed by the parties hereto as follows:

1. For and in consideration of the sum of \$1.00, the receipt whereof is hereby acknowledged, the Lessor does hereby grant unto the Lessee the exclusive right and privilege to move upon the property described herein, for the purpose of surface mining and removing said coal.

2. That the Lessor is the owner of this property in fee; therefore the Lessee agrees to pay the Lessor, as royalty, \$3.00 or 10% whichever is greater, fob pit, per net ton of 2000 pounds of coal. Binder, boney and cleanings will be paid at 10%. The weights will be determined by truck scale weights. Such payments shall be payable on or before the 25<sup>th</sup> of each month for coal removed the previous month. A copy of the daily truck weights will accompany each monthly statement.

3. Minimum Royalty: To be paid annually in May upon the execution of the Option Agreement, Lessee shall pay to Lessor the sum of \$2,000.00 per year as advance minimum royalty and shall be recoupable.

4. It is herein agreed that the Lessee may transfer this lease to Forcey Coal Inc., any other transfer or assignment would have to be with written permission by Lessor

5. Lessee will apply for necessary permits as soon as possible and begin mining as soon as possible after obtaining said permits.

6. Lessee agrees to mine the coal in a workmanlike manner, in full conformance with the specifications set out in the above mentioned permits.

7. Lessee agrees it will protect and save harmless, the Lessor from any damages resulting from any claim whatsoever related to Lessee' operations.

8. Lessee shall be subject to the usual confession of judgment clauses to be effective upon the breach of the lease by the Lessee.

9. Lessor shall have the right to inspection at all times.
10. Lessor shall pay all real estate taxes on the premises during the term of the lease.
11. Lessor has the legal right to lease premises herein described.
12. The term of this lease shall be five (5) years, with the option to renew annually, or as long as there is a permit in the review process with D.E.P., or as long as coal is being mined and removed.
13. This lease agreement shall be binding on the parties hereto, their heirs, personal representatives and assigns.
14. Lessor is leasing no greater interest than acquired at title.
15. Lessee shall provide ninety (90) day notice to the Lessor prior to commencing mining operations for the purpose of removing the timber.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have here set their hands and seals as of the day and year first above mentioned.

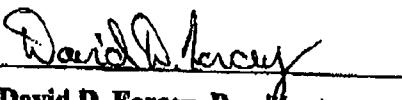
WITNESS:

WITNESS:

WITNESS:

LESSOR:

  
\_\_\_\_\_  
Joseph Robinson

  
\_\_\_\_\_  
David D. Forcey, President  
D&D Mining & Management Co

VERIFICATION

I verify that the statements made in this document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

By: David D. Forcey  
David D. Forcey, President  
Forcey Coal, Inc.  
DATE: 6/28/10

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

QUALITY VENEER CORPORATION,	*
INC. and CLEARFIELD FACE	*
VENEER, INC.	*
Plaintiffs	*
	*
V.	*
	*
JOSEPH A. ROBISON,	*
Defendant	*

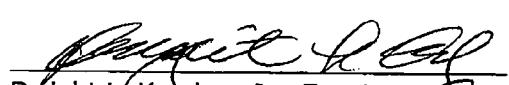
Docket No. 2007-596-CD

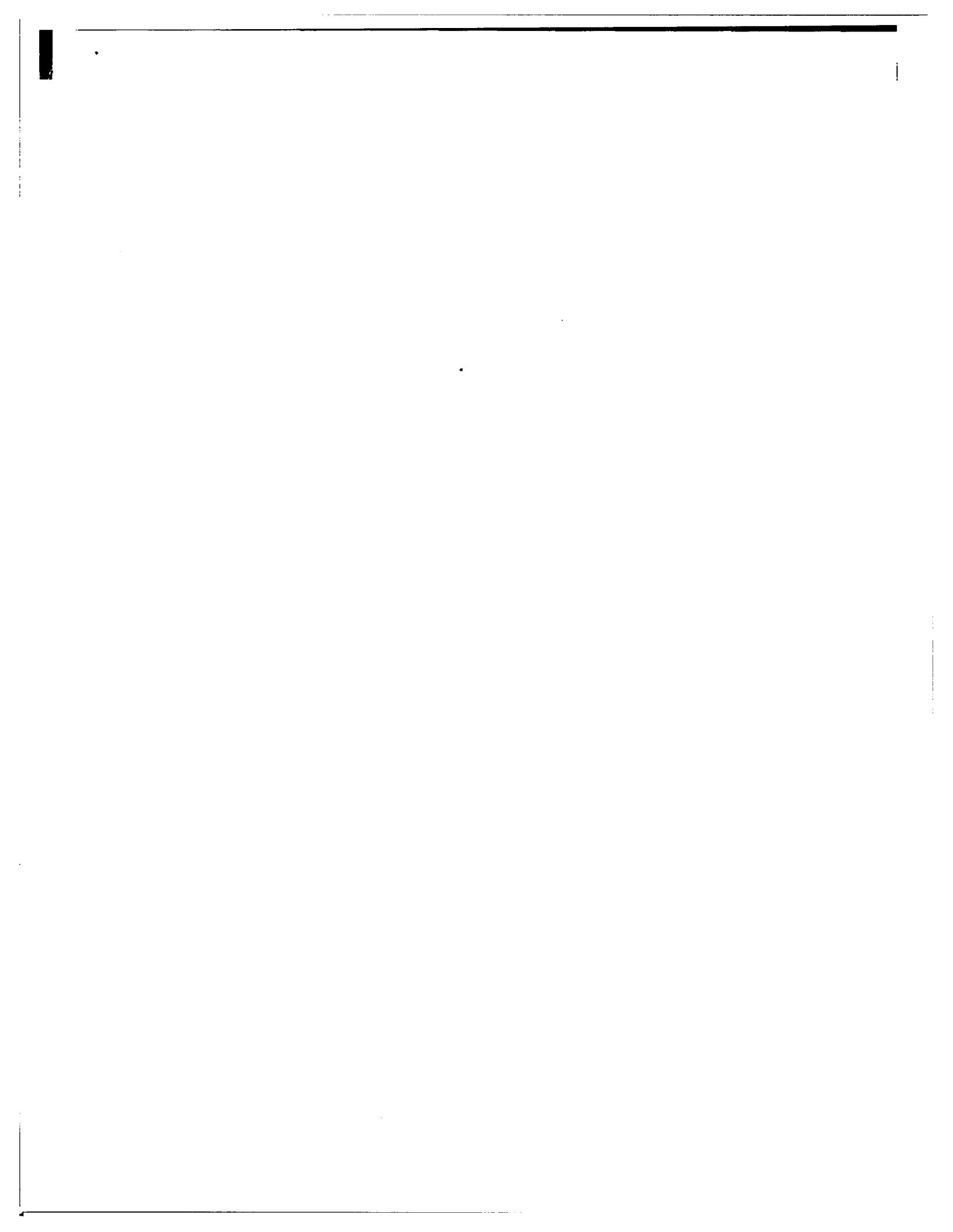
**CERTIFICATE OF SERVICE**

I certify that on the 15<sup>th</sup> day of July, 2010, the undersigned served a certified copy of the Answer of Forcey Coal, Inc., Garhishee, to Interrogatories in Attachment in the above-captioned matter upon counsels listed below. Such document was served via United States First Class Mail upon the following:

John R. Ryan, Esquire  
BELIN, KUBISTA & RYAN, LLP  
15 North Front Street  
P. O. Box 1  
Clearfield, PA 16830

Jeffrey W. Stover, Esquire  
919 University Drive  
State College, PA 16801

  
Dwight L. Koerber, Jr., Esquire  
Attorney for Forcey Coal Inc., Garhishee



**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

QUALITY VENEER CORPORATION,  
INC. and CLEARFIELD FACE  
VENEER, INC.

Plaintiffs

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**COPY**

Docket No. 2007-596-CD

v.

JOSEPH A. ROBISON,  
Defendant

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\*  
\*

**FILED** 4 CC Att  
6/3/2010 Koerber  
JUL 01 2010  
10

William A. Shal  
Prothonotary/Clerk of Courts

Type of Pleading:  
REPLY AND NEW MATTER  
OF FORCEY COAL, INC., TO  
PETITION FOR RELIEF IN  
AID OF EXECUTION

Filed on Behalf of:  
FORCEY COAL, INC.,  
GARNISHEE

Counsel of Record for  
This Party:

Dwight L. Koerber, Jr.,  
Esquire  
PA I.D. No. 16332

LAW OFFICES OF  
DWIGHT L. KOERBER, JR.

110 North Second Street  
P.O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

QUALITY VENEER CORPORATION, \*  
INC. and CLEARFIELD FACE \*  
VENEER, INC. \*  
Plaintiffs \* Docket No. 2007-596-CD  
\*  
v. \*  
\*  
JOSEPH A. ROBISON, \*  
Defendant \*

**REPLY AND NEW MATTER OF FORCEY COAL, INC., TO PETITION  
FOR RELIEF IN AID OF EXECUTION**

**COMES NOW**, Forcey Coal, Inc., by and through its attorney, Dwight L. Koerber, Jr., Esquire and files the within Reply and New Matter to Petition for Relief in Aid of Execution.

- (1) Admitted.
- (2) Admitted.
- (3) Respondent does not have personal knowledge of the date and the amount of judgment, but has no reason to dispute the allegations which Plaintiff have made.
- (4) See Answer to Paragraph 3 above.
- (5) Admitted in part, with the understanding that there has been a Coal Lease Agreement entered into, dated May 5, 2009, but the Coal Lease Agreement is with D&D Mining and Management Corporation, an affiliate of Forcey Coal, Inc., rather than being directly with Forcey Coal, Inc. Attached hereto as Exhibit A, is a copy of the Coal Lease Agreement.

- (6) No Answer required.
- (7) Admitted, with the understanding that any future payment that is made is unknown.

**NEW MATTER**

- (8) Respondent hereby incorporates by reference the information that is set forth in the Answers to Interrogatories which is filing contemporaneously herewith.
- (9) Respondent would point out that the Lease in question is owned by D&D Mining and Management Corporation, but the generation of revenues under coal mining operations would be handled through Forcey Coal, Inc., and to that extent, Forcey Coal, Inc., recognizes that it is the party to be involved in whatever Court Order is entered herein.

**WHEREFORE**, Forcey Coal, Inc. prays that the Court enter appropriate relief to the parties herein.

Respectfully submitted,

  
Dwight L. Koerber, Jr., Esquire  
Attorney for Garnishee: Forcey Coal, Inc.

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

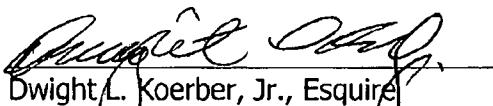
QUALITY VENEER CORPORATION, INC. and CLEARFIELD FACE VENEER, INC.	*
Plaintiffs	*
	*
	*
V.	*
	*
JOSEPH A. ROBISON, Defendant	*
	*

**CERTIFICATE OF SERVICE**

I certify that on the 1st day of July, 2010, the undersigned served a certified copy of the Reply and New Matter of Forcey Coal, Inc., to Petition for Relief in Aid of Execution in the above-captioned matter upon counsels listed below. Such document was served via United States First Class Mail upon the following:

John R. Ryan, Esquire  
BELIN, KUBISTA & RYAN, LLP  
15 North Front Street  
P. O. Box 1  
Clearfield, PA 16830

Jeffrey W. Stover, Esquire  
919 University Drive  
State College, PA 16801

  
Dwight L. Koerber, Jr., Esquire  
Attorney for Forcey Coal Inc. Garnishee

FILED

04/06/2011

JUL 19 2010

Attn:  
Ryan  
Koester

CA

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

QUALITY VENEER }  
CORPORATION, INC. AND } NO. 07-596-CD  
CLEARFIELD FACE VENEER, }  
INC., }  
VS }  
JOSEPH A. ROBISON }

COPY

(60)

ICC J. Robison  
2072 Benion Rd.  
Madera, PA  
16061

ORDER

NOW, this 15th day of July, 2010, after argument on the Petition for Relief in Aid of Execution filed by the Plaintiffs above named and upon agreement of the parties, it is the ORDER of this Court that said Petition be and is hereby GRANTED. Forcey Coal Company, Inc., as garnishee shall pay to the Plaintiffs any and all amounts, including, but not limited to royalties, advances or for coal actually mined and removed which would otherwise be due and owing to Defendant under a lease agreement between Defendant and the D and D Mining and Management Corporation dated May 5, 2009 and as said lease may be amended or modified from time to time. This Order shall remain in effect for the term of said lease and shall remain in effect for any exception of said lease or until further Order of Court. The Order shall not apply to any

disbursement made to Defendant prior to the date of this  
Order.

BY THE COURT,



President Judge

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

QUALITY VENEER CORPORATION, INC.,  
and CLEARFIELD FACE VENEER, INC.,  
Plaintiffs

vs.

No. 2007-596-CD

JOSEPH A. ROBISON,  
Defendant

PETITION FOR RELIEF IN AID  
OF EXECUTION PURSUANT TO  
Pa.R.C.P. 3118

Filed on behalf of  
Plaintiffs

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law  
Pa. I.D. 38739

KUBISTA & RYAN LLP  
202 South Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

**COPY**

**FILED** 3cc  
01/11/2011 *John Ryan*  
JAN 14 2011  
William A. Shaw  
Prothonotary/Clerk of Courts  
*C60*

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

QUALITY VENEER CORPORATION, INC.,  
and CLEARFIELD FACE VENEER, INC.,  
Plaintiffs

vs.

No. 2007-596-CD

JOSEPH A. ROBISON,  
Defendant

**PETITION FOR RELIEF IN AID OF EXECUTION**  
**PURSUANT TO Pa.R.C.P. 3118**

NOW COMES, Quality Veneer Corporation, Inc. and Clearfield Face Veneer, Inc., Plaintiffs above named, and by their Attorneys, Kubista & Ryan LLP, petitions the Honorable Court as follows:

1. Petitioners are the Plaintiffs in the above captioned matter.
2. Respondent is Joseph Robison, the Defendant in the above captioned matter.
3. On or about June 8, 2007, Petitioners entered a judgment to the above term and number against Respondent in the amount of \$272,405.67, together with interest and costs.
4. On or about July 27, 2007, Petitioners filed a Writ of Execution on said judgment.
5. Among the assets of Respondent are certain shares of stock in Quality Veneer Corporation, Inc. and Clearfield Face Veneer, Inc.
6. Petitioners believe that the stock owned by Respondent represents assets which are subject to attachment in partial satisfaction of the said judgment.
7. Respondent has commenced an action to enforce certain minority shareholder's rights under the Business Corporation Law, which Petitioner's believe and therefore is an

attempt by Respondent to obtain monies from Petitioners in exchange for his ownership interests in the said corporations.

8. It is believed that the value of Respondent's stock is far less than the amount of the judgment owned by Respondent to Petitioners.

9. Pennsylvania Rule of Civil Procedure 3118 authorizes the Court, upon petition and after notice and hearing thereon, to grant relief in aid of execution.

WHEREAS, Petitioners request that the Court grant the following relief:

a. Directing that Respondent endorse and deliver to Petitioners all certificates evidencing his ownership on Quality Face Veneer Corporation, Inc. and Clearfield Face Veneer, Inc.;

b. Directing that Petitioners supply Respondent with a written statement settling forth the value of said stock and thereafter crediting said value against the amount of the judgment held by Petitioners against Respondent;

c. Such other relief as the Court deems appropriate.

KUBISTA & RYAN LLP



---

John R. Ryan  
Attorney for Plaintiffs

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs :  
vs. :  
No. 2007-596-CD  
JOSEPH A. ROBISON, :  
Defendant :  
:

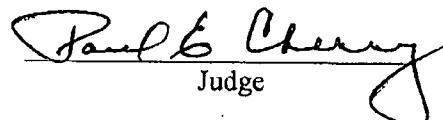
ORDER

AND NOW, this 17<sup>th</sup> day of January, 2011, upon consideration of the foregoing Petition for Relief in Aid of Execution, a Rule is issued upon JOSEPH A. ROBISON, Defendant, to appear and show cause why the relief requested therein should not be granted.

Rule made returnable for hearing the 11<sup>th</sup> day of February, 2011, at 11:00 o'clock A.M., Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

One-half (1/2) hour has been set aside for the hearing of this matter.

BY THE COURT:

  
Judge

**COPY**

**FILED**  
01/10/2011 3:00 PM  
JAN 18 2011 Amy Ryan  
*15*

William A. Shaw  
Prothonotary/Clerk of Courts

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

QUALITY VENEER CORPORATION, :  
INC. and CLEARFIELD FACE :  
VENEER, INC., :  
Plaintiffs :  
vs. : No. 2007 - 596 - C.D.  
: :  
JOSEPH A. ROBISON, :  
Defendant :  
:

**CERTIFICATE OF SERVICE**

Filed on behalf of:  
Plaintiffs

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

KUBISTA & RYAN LLP  
202 South Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

**COPY**

**FILED** NO  
01/19/2011 CC  
JAN 19 2011

William A. Shaw  
Prothonotary/Clerk of Courts

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

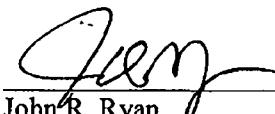
QUALITY VENEER CORPORATION, :  
INC. and CLEARFIELD FACE :  
VENEER, INC., :  
Plaintiffs :  
: No. 2007 - 596 - C.D.  
vs. :  
: JOSEPH A. ROBISON, :  
Defendant :

**CERTIFICATE OF SERVICE**

This is to certify that I have served a certified copy of the Petition for Relief in Aid of Execution Pursuant to Pa.R.C.P. 3118, on behalf of QUALITY VENEER CORPORATION, INC. and CLEARFIELD FACE VENEER, INC., Plaintiffs in the above captioned matter, on the following parties by postage prepaid first-class United States mail, on the 18<sup>th</sup> day of January 2011:

Jeffrey Stover, Esquire  
919 University Drive  
State College, PA 16801  
Attorney for Defendant

KUBISTA & RYAN LLP

  
John R. Ryan  
Attorney for Plaintiffs

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

QUALITY VENEER CORPORATION, INC.,  
and CLEARFIELD FACE VENEER, INC.,

Plaintiffs

Docket No.: 2007-596-CD

v.

JOSEPH A. ROBISON,

Defendant.

COPY  
FILED

JAN 27 2011

11:00 AM  
William A. Shaw  
Prothonotary/Clerk of Courts

1 cent to

Attn

PRELIMINARY OBJECTIONS  
TO PLAINTIFFS' PETITION FOR RELIEF

COMES NOW the Defendant, Joseph A. Robison, by and through his attorneys, Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C., and raises preliminary objections to the Plaintiffs' Petition for Relief in Aid of Execution Pursuant to Pa.R.C.P.3118, a statement of which is as follows:

I. MOTION TO STRIKE

1. On January 14, 2011 the Plaintiffs filed their "Petition for Relief in Aid of Execution Pursuant to Pa. R.C.P.3118."
2. Pennsylvania Rule of Civil Procedure 3118 authorizes a Plaintiff, "on Petition" to seek certain specified supplementary relief after a judgment has been entered.
3. The Pennsylvania Rules of Civil Procedure require a Petition that contains allegations of fact to be verified. Pa. R.C.P. 206.3.
4. The Plaintiffs' Petition for Relief sets forth numerous numbered paragraphs that contain allegations of fact.
5. The Plaintiffs' Petition is not verified.

6. The Plaintiffs' Petition does not conform to the Pennsylvania Rules of Civil Procedure.

7. The Pennsylvania Rules of Civil Procedure authorize Preliminary Objections where a pleading fails to conform to law or rule of court. Pa. R.C.P. 1028(a)(2).

WHEREFORE, Defendant prays this Honorable Court to strike the Plaintiffs' Petition.

II. MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED.

8. Paragraphs 1 through 7, above, are incorporated herein by reference.

9. Plaintiffs' attempt to use Rule 3118 as a basis to compel the transfer of the Defendant's ownership interest in the Plaintiff corporations, both of which are closely held.

10. The provisions of Rule 3118 do not authorize the relief sought by Plaintiffs, namely the transfer of ownership in the Plaintiff corporations to the Plaintiffs and the unilateral valuation by the Plaintiffs of that closely held stock.

11. The Defendant has already taken the necessary legal action to set in motion the proper procedure for the valuation of the stock and the purchase of that stock by the Plaintiffs through the minority shareholder dissenter's rights provisions of the Pennsylvania Business Corporation Law, 15 Pa. C.S. Section 1575, including the following:

a. A notice given to the Plaintiffs of the Defendant's assertion of his rights under that Act;

b. The filing of a lawsuit at Clearfield County Docket No. 2010-2327 because of the Plaintiffs' failure to respond to the Defendant's notice submitted under the Act.

12. The Business Corporation Law provides that where notice is given by a dissenter, the corporation must provide the dissenting shareholder with a statement of what the corporation estimates to be the fair value of the shares, together with documentation in the form of financial statements and the corporation's statement of its estimate of the stock. See 15 Pa. C.S. Section 1577(c).

13. The Act provides a mechanism for the court to value the shares in the event a dispute arises as to the correct per share valuation. See 15 Pa. C.S. Section 1579 and 1580.

14. The Plaintiffs' Petition is an attempt to avoid the valuation proceedings set forth in the dissenter's rights section of the Business Corporation Law, and to obtain the right to unilaterally and improperly value the stock.

15. The Plaintiffs' Petition does not state a claim upon which relief can be granted.

WHEREFORE, Defendant prays this Honorable Court to dismiss the Plaintiffs' Petition.

Respectfully Submitted,

STOVER, McGLAUGHLIN, GERACE  
WEYANDT & McCORMICK, P.C.

By: 

Jeffrey W. Stover, Esquire  
122 East High Street  
Bellefonte, PA 16823  
(814) 355-8235 Phone  
(814) 355-1304 Fax  
jstover@nittanylaw.com  
Attorney for Defendant  
PA I.D. No. 37652

Date: 1/26/11

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

QUALITY VENEER CORPORATION, INC.,  
and CLEARFIELD FACE VENBER, INC.,  
Plaintiffs : Docket No.: 2007-596-CD  
v.  
JOSEPH A. ROBISON,  
Defendant.

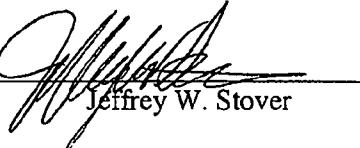
**CERTIFICATE OF SERVICE**

I hereby certify that I have the 26<sup>th</sup> day of January, 2011,  
served the foregoing document, upon the person(s) and in the manner indicated below:

SERVICE BY FIRST CLASS MAIL, POSTAGE PRE-PAID, ADDRESSED AS  
FOLLOWS:

John Ryan, Esquire  
Kubista & Ryan, LLP  
202 South Front Street  
P.O. Box 1  
Clearfield, PA 16830

By:

  
Jeffrey W. Stover

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs : Docket No.: 2007-596-CD  
v. :  
JOSEPH A. ROBISON, :  
Defendant. :

**RULE TO SHOW CAUSE**

Upon the filing of Preliminary Objections by the Defendant, the Court hereby grants a rule upon the Plaintiffs to show cause why the requested Preliminary Objections should not be granted.

Rule returnable for hearing the \_\_\_\_\_ day of \_\_\_\_\_, 2011, at \_\_\_\_\_ m., Courtroom No. \_\_\_\_\_, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

\_\_\_\_\_  
J.

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs : Docket No.: 2007-596-CD  
v. :  
JOSEPH A. ROBISON, :  
Defendant. :

**RULE TO SHOW CAUSE**

Upon the filing of Preliminary Objections by the Defendant, the Court hereby grants a rule upon the Plaintiffs to show cause why the requested Preliminary Objections should not be granted.

Rule returnable for hearing the 11<sup>th</sup> day of February, 2011, at 11:00 a.m., Courtroom No. 2, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

*January 31, 2011*

*Paul E. Cherry*  
J.

**COPY**

**FILED**

*01/31/2011 10C  
FEB 01 2011 Atty Stover*

William A. Shaw  
Prothonotary/Clerk of Courts

(6)

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

QUALITY VENEER CORPORATION, INC.,  
and CLEARFIELD FACE VENEER, INC.,  
Plaintiffs

vs.

No. 2007-596-CD

JOSEPH A. ROBISON,  
Defendant

PRAECIPE TO FILE VERIFICATION

Filed on behalf of  
Plaintiffs

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law  
Pa. I.D. 38739

KUBISTA & RYAN LLP  
202 South Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972  
(814) 765-9893

**COPY**

**FILED** 03/03/07 2cc  
FEB 10 2011 Atty Ryan  
W.A. Shaw  
Prothonotary/Clerk of Courts

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

QUALITY VENEER CORPORATION, INC.,  
and CLEARFIELD FACE VENEER, INC.,  
Plaintiffs

vs.

No. 2007-596-CD

JOSEPH A. ROBISON,  
Defendant

PRAECIPE TO FILE VERIFICATION

TO THE PROTHONOTARY:

Please file the attached verification to Plaintiff's Petition for Relief in Aid of Execution

Pursuant to Pa.R.C.P. 3118.

  
John R. Ryan  
Attorney for Plaintiffs

Date: 2/10/11

**Verification**

I, JOHN R. RYAN, ESQUIRE, hereby verify that I am Counsel for Quality Veneer Corporation, Inc., and Clearfield Face Veneer, Plaintiffs, and the information necessary for the filing of the Petition for Relief in Aid of Execution Pursuant to Pa.R.C.P. 3118 are from my own knowledge and information and I hereby state that the facts set forth in said Petition are true and correct to the best of my knowledge, information and belief.

KUBISTA & RYAN LLP



John R. Ryan  
Attorney for Plaintiffs

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

QUALITY VENEER COOPERATION, :  
INC. and CLEARFIELD FACE :  
VENEER, INC. :

-vs-

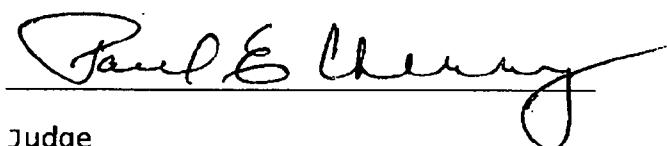
: No. 07-596-CD

JOSEPH A. ROBISON :

O R D E R

AND NOW, this 11th day of February, 2011,  
following argument on Plaintiffs' Petition for Relief in Aid  
of Execution and Defendant's Preliminary Objections, it is  
the ORDER of this Court that counsel for Plaintiffs provide  
the Court with appropriate brief by no later than February  
22, 2011. Counsel for Defendant shall provide a responsive  
brief by no later than February 28, 2011, if he so desires.

BY THE COURT,

  
\_\_\_\_\_  
Judge

**COPY**

**FILED**

1034747  
FEB 15 2011 Atty's: Ryan  
Stover

*By*  
William A. Shaw  
Prothonotary/Clerk of Courts

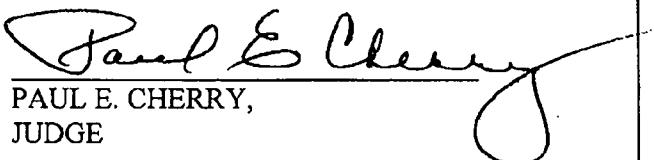
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

QUALITY VENEER COOPERATION, : NO. 07-596-CD  
INC. and CLEARFIELD FACE :  
VENEER, INC. :  
V. :  
JOSEPH A. ROBISON :  
:

ORDER

AND NOW, this 9<sup>th</sup> day of March, 2011, following argument on Defendant's Preliminary Objections to Plaintiff's Petition for Relief in Aid of Execution, upon consideration of same, it is the ORDER of this Court that Defendant's Preliminary Objections shall be and are hereby GRANTED. Plaintiffs' Petition for Relief in Aid of Execution shall be and is hereby DISMISSED.

BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE

**COPY**

FILED  
MAY 10 2011  
2CC Atty's:  
Ryan  
Stover  
William A. Shaffer  
Prothonotary/Clerk of Courts

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs :  
:

vs. : No. 2007-596-CD  
:

JOSEPH A. ROBISON, :  
Defendant :  
:

CERTIFICATE OF SERVICE

Filed on behalf of:  
Plaintiffs

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law  
Pa. I.D. 38739

KUBISTA & RYAN LLP  
202 South Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972  
(814) 765-9893 – facsimile

FILED No CC.  
10/11/08 am  
OCT 24 2011

William A. Shaw  
Prothonotary/Clerk of Courts

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

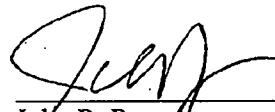
QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs :  
:  
vs. : No. 2007-596-CD  
:  
JOSEPH A. ROBISON, :  
Defendant :  
:

CERTIFICATE OF SERVICE

This is to certify that I have served an original and two copies of the Interrogatories  
Directed to the Defendant in the above-captioned matter by regular mail on the 21<sup>st</sup> day of  
October, 2011, to the following:

Joseph A. Robison  
c/o Jeffrey W. Stover, Esquire  
122 East High Street  
Bellefonte, PA 16823

KUBISTA & RYAN LLP



John R. Ryan  
Attorney for Plaintiffs

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

CA

QUALITY VENEER CORPORATION, INC.,  
and CLEARFIELD FACE VENEER, INC.,  
Plaintiffs,

vs.

No. 2007-596-CD

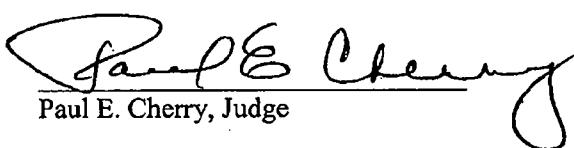
JOSEPH A. ROBISON,  
Defendant

ORDER

AND NOW, this 29<sup>th</sup> day of November, 2011, upon consideration of the foregoing Motion to Compel Response to Discovery, it is the ORDER of this Court that the Defendant, Joseph A. Robison, shall submit his response to the Interrogatories within no later than fifteen (15) days from the date of this Order.

Failure to comply with the terms of this Order shall result in the imposition of sanctions.

BY THE COURT:

  
Paul E. Cherry, Judge

FILED 3cc  
01/03/2011 Atty Ryan  
NOV 3 2011

William A. Shaw  
Prothonotary/Clerk of Courts GK

**COPY**

PROSECUTOR  
FBI - LOS ANGELES

NOV 23 2011

WILLIAM A. SAWYER  
PROSECUTOR/Clerk Of Courts

DATE: 11/30/11

You are responsible for serving all appropriate parties.

The Prosecutor's office has provided service to the following persons:  
 Plaintiff(s)  Plaintiff(s) Attorney  Other  
 Defendant(s)  Defendant(s) Attorney  
 Other persons:

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

QUALITY VENEER CORPORATION, INC.,  
and CLEARFIELD FACE VENEER, INC.,  
Plaintiffs

vs. : No. 2007-596-CD

JOSEPH A. ROBISON,  
Defendant

CERTIFICATE OF SERVICE

Filed on behalf of:  
Plaintiffs

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

KUBISTA & RYAN LLP  
202 South Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

FILED  
10:58 AM NO CC  
DEC 02 2011

William A. Shaw  
Prothonotary/Clerk of Courts

COPY

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

QUALITY VENEER CORPORATION, INC.,  
and CLEARFIELD FACE VENEER, INC.,  
Plaintiffs  
vs.  
No. 2007-596-CD  
JOSEPH A. ROBISON,  
Defendant

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of the Motion to Compel Response to Discovery and Order dated November 29, 2011, filed in the above captioned matter, on the following party by postage prepaid first-class United States mail, on the 1<sup>st</sup> day of December, 2011:

Jeffrey Stover, Esquire  
P.O. Box 209  
122 East High Street  
Bellefonte, PA 16823

KUBISTA & RYAN LLP

  
John R. Ryan  
Attorney for Plaintiffs

**COPY**  
**FILED**

DEC 09 2011

~11:50/4  
William A. Shaw

Prothonotary/Clerk of Courts

I went to Att

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs : Docket No.: 2007-596-CD

v.

JOSEPH A. ROBISON,  
Defendant.

Type of Pleading:  
*Defendant's Motion to Stay Discovery in  
Aid of Execution*

Filed on Behalf of:  
Joseph A. Robison

Attorney of Record:  
Stover, McGlaughlin, Gerace,  
Weyandt & McCormick, P.C.  
122 East High Street  
P.O. Box 209  
Bellefonte, PA 16823  
(814) 355-8235  
(814) 355-1304 facsimile

Jeffrey W. Stover  
PA I.D. No. 37652

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :

Plaintiffs : Docket No.: 2007-596-CD

v. :

JOSEPH A. ROBISON, :  
Defendant. :

**DEFENDANT'S MOTION TO STAY DISCOVERY IN AID OF EXECUTION**

COMES NOW the Defendant, Joseph A. Robison, by and through his attorneys, Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C., and moves this Honorable Court for a Motion to Stay Discovery in Aid of Execution as follows:

1. On or about October 21, 2011, Plaintiffs served "Post Judgment Interrogatories" on the Defendant, seeking to discover the assets of the Defendant for purposes of collection on a judgment previously obtained by the Plaintiffs by default in 2007.
2. The Plaintiffs served their discovery shortly after the Defendant filed his Application for Relief with this Honorable Court in the case docketed at number 2010-2327-CD.
3. The purpose of the Defendant's Application for Relief was to request a determination of the court of the fair value of the shares of stock owned by the Defendant in Plaintiff Clearfield Face Veneer, Inc.
4. As alleged in the Application in the 2010 case, the Defendant is a minority shareholder in Plaintiff Clearfield Face Veneer, Inc. The Application further alleges that the Defendant is entitled to a buyout of his stock as a result of "special treatment" afforded to the majority shareholder.

5. The legal basis for the Defendant's Application for Relief is the dissenter's rights provision of the *Pennsylvania Business Corporation Law*, 15 Pa.C.S. Section 1571, et seq.

6. The meeting at which special treatment was afforded to the majority shareholder, and at which the Defendant raised his dissenter's rights, occurred on December 29, 2008.

7. Despite the Defendant's assertion of his dissenter's rights, and the requirement of the Act that the corporation buy his stock for fair value, Plaintiff Clearfield Face Veneer, Inc. resisted and refused to make an offer to purchase the stock in accordance with the act, ultimately compelling the Defendant to commence the 2010 action seeking the court to compel Clearfield Face Veneer, Inc. to do so. Even after the commencement of the 2010 action, Plaintiff Clearfield Face Veneer, Inc. resisted and refused to make an offer until August 3, 2011.

8. Because the parties could not come to an agreement on the value of the Defendant's stock, the Defendant filed his application on or about November 4, 2011 to seek valuation by the Court in accordance with the Act.

9. The Defendant believes that the value of his stock is sufficient to cover the judgment pending against him, and that it is therefore not necessary to proceed with the discovery of his assets and separate collection efforts as now sought by Plaintiffs.

10. The Defendant reasonably believes that the Plaintiffs' action in seeking discovery in aid of execution now, immediately after the Defendant's Application for Relief, is solely for the purpose of harassment.

11. The need of Plaintiffs to now seek discovery in aid of execution would have never arisen had Plaintiff Clearfield Face Veneer, Inc. respected Defendant's dissenter's rights and complied with the Act's requirements in an expeditious manner and in good faith.

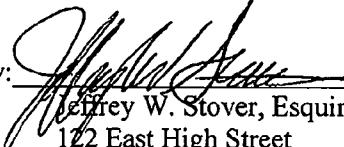
12. The undersigned has read this Motion and to the best of his knowledge, information and belief there are good grounds to support it and it is not interposed merely for delay.

13. Concurrence was sought from opposing counsel for the stay of such discovery, and such concurrence was denied.

WHEREFORE, Defendant prays this Honorable Court to stay the discovery in aid of execution and collection efforts of the Plaintiffs pending an outcome of the application for relief at docket number 2010-2327-CD.

Respectfully Submitted,

STOVER, McGLAUGHLIN, GERACE  
WEYANDT & McCORMICK, P.C.

By: 

Jeffrey W. Stover, Esquire  
122 East High Street  
Bellefonte, PA 16823  
(814) 355-8235 Phone  
(814) 355-1304 Fax  
[jstover@nittanylaw.com](mailto:jstover@nittanylaw.com)  
Attorney for Defendant  
PA I.D. No. 37652

Date: 12/8/11

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

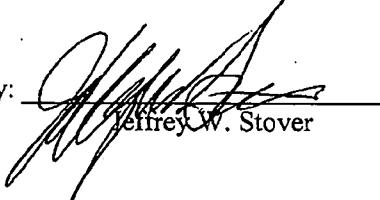
QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs : Docket No.: 2007-596-CD  
: :  
v. :  
: :  
JOSEPH A. ROBISON, :  
Defendant. :  
:

**CERTIFICATE OF SERVICE**

I hereby certify that I have the 8<sup>th</sup> day of December, 2011,  
served the foregoing document, upon the person(s) and in the manner indicated below:

SERVICE BY FIRST CLASS MAIL, POSTAGE PRE-PAID, ADDRESSED AS  
FOLLOWs:

John Ryan, Esquire  
Kubista & Ryan, LLP  
202 South Front Street  
P.O. Box 1  
Clearfield, PA 16830

By: 

Jeffrey W. Stover

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs : Docket No.: 2007-596-CD  
v. :  
JOSEPH A. ROBISON, :  
Defendant. :

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2011, upon  
consideration of the foregoing motion, it is hereby ordered that:

1. A rule is issued upon the respondent to show cause why the moving party is not entitled to the relief requested;
2. The respondent shall file an answer to the motion within \_\_\_\_\_ days of this date;
3. The motion shall be decided under Pa.R.C.P. 206.7;
4. Depositions and all other discovery shall be completed within \_\_\_\_\_ day(s) of this date;
5. An evidentiary hearing on disputed issues of material fact shall be held on \_\_\_\_\_, in the Clearfield County Courthouse, Clearfield, Pennsylvania, in Courtroom No. \_\_\_\_\_;
6. Argument shall be held on \_\_\_\_\_, in Courtroom No. \_\_\_\_\_  
of the Clearfield County Courthouse; and
7. Notice of entry of this order shall be provided to all parties by the moving party.

BY THE COURT:

\_\_\_\_\_  
J.

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :

Plaintiffs : Docket No.: 2007-596-CD

v.

JOSEPH A. ROBISON, :  
Defendant. :

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2011, upon  
consideration of the foregoing motion, and after hearing, it is hereby  
ORDERED that discovery in aid of execution and all collection efforts of the  
Plaintiffs be stayed pending an outcome of the application for relief filed at docket number 2010-  
2327-CD.

BY THE COURT:

---

J.

**COPY**

**FILED**

DEC 12 2011  
01/3/006  
William A. Shaw  
Prothonotary/Clerk of Courts  
Court to  
Astor

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :

Plaintiffs : Docket No.: 2007-596-CD

v. :

JOSEPH A. ROBISON, :  
Defendant. :

ORDER

AND NOW, this 12<sup>th</sup> day of December, 2011, upon  
consideration of the foregoing motion, it is hereby ordered that:

1. A rule is issued upon the respondent to show cause why the moving party is not entitled to the relief requested;
2. The respondent shall file an answer to the motion within 20 days of this date;
3. The motion shall be decided under Pa.R.C.P. 206.7;
4. Depositions and all other discovery shall be completed within \_\_\_\_\_ day(s) of this date;
5. An evidentiary hearing on disputed issues of material fact shall be held on \_\_\_\_\_, in the Clearfield County Courthouse, Clearfield, Pennsylvania, in Courtroom No. \_\_\_\_\_;
6. Argument shall be held on January 11, 2012, in Courtroom No. 2 of the Clearfield County Courthouse at 2:30 PM.
7. Notice of entry of this order shall be provided to all parties by the moving party.

BY THE COURT:

Paul E. Cherry  
J.

DATE: \_\_\_\_\_

 You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) \_\_\_\_\_ Plaintiff(s) Attorney \_\_\_\_\_ Other \_\_\_\_\_

Defendant(s) \_\_\_\_\_ Defendant(s) Attorney \_\_\_\_\_

**FILED**

DEC 12 2011

William A. Shaw  
Prothonotary/Clerk of Courts

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

QUALITY VENEER CORPORATION, INC.,  
and CLEARFIELD FACE VENEER, INC.,  
Plaintiffs,

vs.

No. 2007-596-CD

JOSEPH A. ROBISON,  
Defendant

ANSWER TO DEFENDANT'S  
MOTION TO STAY  
DISCOVERY IN AID OF  
EXECUTION

Filed on behalf of:  
Plaintiffs

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-at-Law  
Pa. I.D. 38739

KUBISTA & RYAN LLP  
202 South Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

**COPY**

**FILED** 3 C.C. A44  
10:54 AM Ryan  
DEC 15 2011

William A. Shaw  
Prothonotary/Clerk of Courts

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs, :  
: vs. : No. 2007-596-CD  
: :  
JOSEPH A. ROBISON, :  
Defendant : :

ANSWER TO DEFENDANT'S MOTION TO STAY DISCOVERY  
IN AID OF EXECUTION

NOW COMES, Quality Veneer Corporation, Inc., and Clearfield Face Veneer, Inc., Plaintiffs above named, and by their Attorneys, Kubista & Ryan LLP, file their Answer to the Motion of Defendant as follows:

1. Admitted.
2. Admitted; however by way of further response, the above captioned action was originally filed in 2007 at which time Plaintiffs obtained a judgment against Defendant. Since that time, Plaintiffs have taken various steps in order to collect on said judgment and thus far have only been able to collect a relatively small amount. Since the entry of the said judgment, Defendant has made no effort whatsoever to make payment thereon.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.

7. Admitted. By way of further response, when Plaintiff Clearfield Face Veneer, Inc., tendered an offer for the purchase of Defendant's stock based upon a valuation of the said corporation, Defendant responded by demanding \$900,000 for his shares, which is a patently ridiculous amount.

8. Admitted.

9. Plaintiffs are without knowledge as to what Defendant may or may not believe therefore the averments of Paragraph 9 are denied and proof thereof demanded. By way of further response, Plaintiffs believe that the value of Defendant's stock is far less than the amount of the judgment, and in any event Plaintiffs have every right to seek to collect on the said judgment, particularly where it appears clear that Defendant is not interested in a good faith resolution of his claim.

10. Denied for the reasons set forth herein above.

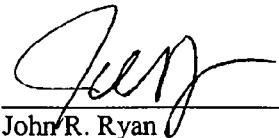
11. Denied for the reasons set forth herein above.

12. Denied for the reasons set forth above.

13. Admitted.

WHEREFORE, Plaintiffs request that Defendant's Motion be denied and that Plaintiffs be awarded sanctions for Defendant's failure to comply with discovery as ordered by this Court.

KUBISTA & RYAN LLP



---

John R. Ryan  
Attorney for Plaintiffs

I verify that the statements made in this Answer are true and correct. I understand that false statements herein are made subject to the penalties of Pa.C.S. 4904, relating to unsworn falsification to authorities.

QUALITY VENEER CORPORATION, INC.  
CLEARFIELD FACE VENEER, INC.

Jerry Bloom  
By: ~~Jerry~~ Jerry Bloom, President

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs :  
vs. : No. 2007-596-CD  
JOSEPH A. ROBISON, :  
Defendant :  
:

CERTIFICATE OF SERVICE

Filed on behalf of:  
Plaintiffs

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

KUBISTA & RYAN LLP  
202 South Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

**COPY**

**FILED**  
OCT 17 2011 NO CC  
DEC 16 2011

William A. Shaw  
Prothonotary/Clerk of Courts

611

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

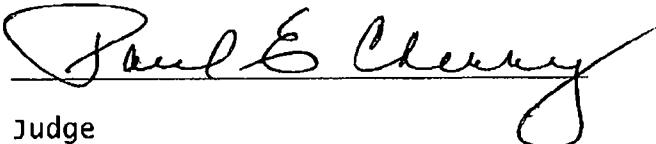
QUALITY VENEER CORPORATION, :  
INC. and CLEARFIELD FACE :  
VENEER, INC. :  
: :  
-vs- : No. 07-596-CD  
: :  
JOSEPH A. ROBISON : :

O R D E R

AND NOW, this 11th day of January, 2012, following argument on Defendant's Motion to Stay Discovery in Aid of Execution, and upon consideration of same, it is the ORDER of this Court that said Motion shall be and is hereby denied.

The Defendant shall answer the proposed interrogatories within no more than twenty (20) days from today's date.

BY THE COURT,

  
Paul E. Cherry

Judge

**COPY**

**FILED**

01/13/2012

William A. Shaw  
Prothonotary/Clerk of Courts 611

2cc Atlys: Ryan  
Stover

FILED

JUN 13 2012

William A. Shaw,  
Prothonotary/Clerk of Courts

DATE: 11/3/12

Yes I am responsible for serving all appropriate parties.

The Prothonotary's office has provided service to:  
-  (768)  (1) Prothonotary Attorney  (0) Other  
-  (0)  (1) Prothonotary Clerk  (0) Other  
-  (0)  (1) Prothonotary Clerk's Office  (0) Other  
-  (0)  (1) Prothonotary Clerk's Office  (0) Other

FILED <sup>e</sup>

FEB 01 2013

4 my 12-30/1  
William A. Shaw  
Prothonotary/Clerk of Courts

I CERT P A/T

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :

Plaintiffs : Docket No.: 2007-596-CD

v.

JOSEPH A. ROBISON,  
Defendant.

: Type of Pleading:

: *Defendant's Petition for Interpleader*

: Filed on Behalf of:

: Joseph A. Robison

: Attorney of Record:

: Stover, McGlaughlin, Gerace,

: Weyandt & McCormick, P.C.

: 122 East High Street

: P.O. Box 209

: Bellefonte, PA 16823

: (814) 355-8235

: (814) 355-1304 facsimile

: Jeffrey W. Stover

: PA I.D. No. 37652

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs : Docket No.: 2007-596-CD  
: :  
v. :  
: :  
JOSEPH A. ROBISON, :  
Defendant. :  
:

**NOTICE**

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE MATTERS SET FORTH IN THE FOLLOWING PETITION, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE AN ANSWER IN WRITING WITH THE PROTHONOTARY SETTING FORTH YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU AND SERVE A COPY ON THE ATTORNEY OR PERSON FILING THE PETITION. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR THE RELIEF REQUESTED BY THE PETITION. YOU MAY LOSE 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  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641, Ext. (5982)

BY THE COURT:

---

J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL – LAW

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs : Docket No.: 2007-596-CD  
: :  
v. : :  
: :  
JOSEPH A. ROBISON, :  
Defendant. :  
:

**DEFENDANT'S PETITION FOR INTERPLEADER**

COMES NOW the Defendant, Joseph A. Robison, by and through his attorneys, Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C., and petitions this Honorable Court for interpleader as follows:

1. Petitioner Joseph A. Robison is the Defendant in the above captioned matter.
2. Defendant is obligated to the Plaintiff on that certain judgment in the amount of \$272,405.67, plus interests and costs.
3. Plaintiffs are obligated to the Defendant for the unliquidated buyout of Defendant's stock pursuant to that certain shareholder's dissenter's rights proceeding pending before this Court at Civil Action Number 2010-2327-CD, which buyout is believed by Defendant to exceed the amount of the pending judgment.
4. Defendant first asserted his dissenter's rights at a corporate meeting held on December 29, 2008 as a result of special treatment being afforded to the majority shareholder.
5. Defendant is the owner of those certain coal rights (and royalties) as a fifty percent (50%) partner on that certain coal lease of the Clancy Farm.
6. Plaintiff has given to the coal operator, Hilltop Coal Company, notice of its intention to garnish the Defendant's coal rights and royalties; the exact amount of the current

sum due to the Defendant under such royalties is currently unliquidated pending a calculation and report from Hilltop Coal Company.

7. On information and belief, Defendant believes and avers that the Hilltop Coal Company will pay the Defendant's royalties on the coal lease to the Plaintiff on Defendant's Judgment, without regard to the amounts Plaintiffs currently owe to the Defendant under Defendant's dissenter's rights claim, and that such payments will cause a windfall and overpayment to the Plaintiff beyond what is due on the Judgment.

8. This Petition is filed in good faith, not in collusion with any other party, and for the purposes of avoiding an overpayment to the Plaintiff beyond the net sum due to Plaintiff on the Judgment after the offset for the dissenter's rights claim.

9. The Defendant believes and avers that the royalties determined to be due to him under the Hilltop Coal Lease royalties can be and should be delivered into Court, or alternatively to the IOLTA escrow account of one of the attorneys for the parties (or the attorney of Hilltop Coal Company) pending a determination of the offset due to the Defendant under the dissenter's rights claim.

WHEREFORE, Defendant prays this Honorable Court for the following relief:

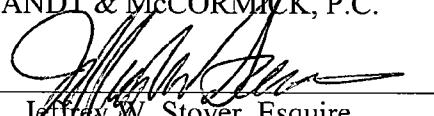
(a) enter an order interpleading the Plaintiffs and Hilltop Coal Company;  
(b) enter on Plaintiffs and Hilltop Coal Company, as interpleader, a rule to show cause why Hilltop Coal Company should not be enjoined from paying the Defendant's royalties over to the Plaintiffs, and why the Plaintiffs should not be enjoined from collecting said royalties, pending a determination of the amounts Plaintiffs owe to the Defendant under the dissenter's rights claim, and the offset of such amounts against the outstanding Judgment;

(c) enter an order directing Hilltop Coal Company to pay into Court, or into the IOLTA escrow account of an attorney for one of the parties, such royalties as are payable to Defendant pending resolution of the dissenter's rights proceeding;

(d) enter an appropriate order discharging Hilltop Coal Company from liability with respect to the royalties paid into Court or escrow.

Respectfully Submitted,

STOVER, McGLAUGHLIN, GERACE,  
WEYANDT & McCORMICK, P.C.

By: 

Jeffrey W. Stover, Esquire  
122 East High Street  
Bellefonte, PA 16823  
(814) 355-8235 Phone  
(814) 355-1304 Fax  
[jstover@nittanylaw.com](mailto:jstover@nittanylaw.com)  
Attorney for Defendant  
PA I.D. No. 37652

Date: 1/31/13

**VERIFICATION**

I, JOSEPH A. ROBISON, state that the facts set forth in the foregoing document are true upon my personal knowledge, information, and belief. I understand that my statements are made subject to 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: 1/31/13

  
Joseph A. Robison

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

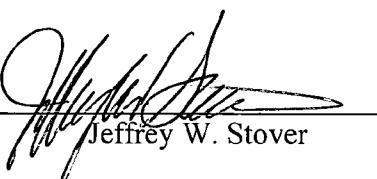
QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs : Docket No.: 2007-596-CD  
: :  
v. :  
: :  
JOSEPH A. ROBISON, :  
Defendant. :  
:

**CERTIFICATE OF SERVICE**

I hereby certify that I have the 31<sup>st</sup> day of January, 2013,  
served the foregoing document, upon the person(s) and in the manner indicated below:

SERVICE BY FIRST CLASS MAIL, POSTAGE PRE-PAID, ADDRESSED AS  
FOLLOW(S):

John Ryan, Esquire  
Kubista & Ryan, LLP  
202 South Front Street  
P.O. Box 1  
Clearfield, PA 16830

By:   
Jeffrey W. Stover

**FILED**  
FEB 01 2013  
William A. Shaw  
Fifth Circuit Clerk of Courts

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs : Docket No.: 2007-596-CD  
: :  
v. :  
: :  
JOSEPH A. ROBISON, :  
Defendant. :  
:

ORDER

AND NOW, this 4<sup>th</sup> day of February, 2013, upon  
consideration of the foregoing petition, it is hereby ordered that:

1. A rule is issued upon the Respondent/Plaintiffs to show cause why the petitioner is not entitled to the relief requested;
2. The Respondent/Plaintiffs shall file an answer to the petition within twenty (20) days of service upon the respondent;
3. The petition shall be decided under Pa.R.C.P. No. 206.7;
4. Notice of the entry of this order shall be provided to all parties by the petitioner.

BY THE COURT:

Paul E Cherry  
J.

FILED 1CC  
02/06/2013 FEB 06 2013 Amy Stover  
S William A. Shaw  
Prothonotary/Clerk of Courts 6C

FILED

FEB 06 2011

William A. Stratton  
Secretary of State  
State of California

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs : Docket No.: 2007-596-CD  
v. : ACCEPTANCE OF SERVICE  
JOSEPH A. ROBISON, :  
Defendant :  
:

Filed on Behalf of:  
Hilltop Coal Company

Counsel of Record for  
This Party:

Carl A. Belin, Jr., Esquire  
PA I.D. #06805

CARL A. BELIN, JR.  
ATTORNEY-AT-LAW  
15 North Front Street  
P.O. Box 1467  
Clearfield, PA 16830  
(814) 768-9600 (PHONE)  
(814) 768-9606 (FAX)

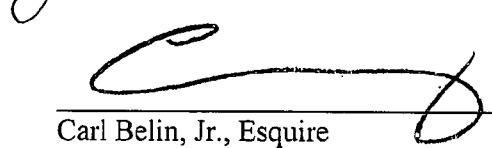
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03:38 p.m. GK  
FEB 11 2013  
S ONE cc Atty  
William A. Shaw  
Prothonotary/Clerk of Courts

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs : Docket No.: 2007-596-CD  
v. :  
JOSEPH A. ROBISON, :  
Defendant. :

**ACCEPTANCE OF SERVICE**

I, Carl Belin, Jr., Esquire, hereby accept service of the Defendant's Petition for  
Interpleader, this 7<sup>th</sup> day of February, 2013 and certify that I am authorized to do so.

  
\_\_\_\_\_  
Carl Belin, Jr., Esquire

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs : Docket No.: 2007-596-CD  
v. :  
: HILLTOP COAL COMPANY  
JOSEPH A. ROBISON, : ANSWER TO PETITION FOR  
Defendant : INTERPLEADER

Filed on Behalf of:  
Hilltop Coal Company

Counsel of Record for  
This Party:

Carl A. Belin, Jr., Esquire  
PA I.D. #06805

CARL A. BELIN, JR.  
ATTORNEY-AT-LAW  
15 North Front Street  
P.O. Box 1467  
Clearfield, PA 16830  
(814) 768-9600 (PHONE)  
(814) 768-9606 (FAX)

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of 9:45am  
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S  
William A. Shaw  
Prothonotary/Clerk of Courts  
3CC Attny  
Belin

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs : Docket No.: 2007-596-CD  
v. :  
JOSEPH A. ROBISON, :  
Defendant :  
:

**ANSWER TO PETITION FOR INTERPLEADER**

AND NOW comes the Interpleader Defendant, **HILLTOP COAL COMPANY** ("HILLTOP") by and through his attorney, Carl A. Belin, Jr., and files the following answer to the Defendant's Petition For Interpleader:

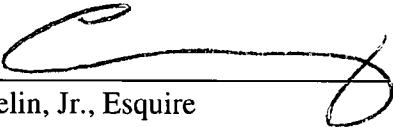
1. Paragraph 1 is admitted.
2. Paragraph 2 is admitted.
3. Paragraph 3 is neither admitted nor denied as the facts and conclusions set forth in Paragraph 3 are within the control of third parties and therefore the averment is deemed denied.
4. Paragraph 4 is neither admitted nor denied as the facts and conclusions set forth in Paragraph 4 are within the control of third parties and therefore the averment is deemed denied.
5. Paragraph 5 is admitted.
6. Paragraph 6 is admitted.
7. Paragraph 7 is admitted and it is averred that Hilltop provided Joseph A. Robison with the schedule of payments for the royalties due Plaintiffs Quality Veneer Corporation, Inc., and Clearfield Face Veneer, Inc.
8. Paragraph 8 is a conclusion of law and therefore requires no answer, but is deemed denied.

9. Paragraph 9 is neither admitted nor denied as the basis for the allegation relates to the averments set forth in Paragraphs 3, 4 and 7 of the Petition and the answers set forth to those paragraphs are incorporated herein and made a part of this response and said paragraph is deemed denied.

WHEREFORE, Hilltop prays Your Honorable Court for the following relief:

- (a) enter such order regarding the interpleader as it would determine;
- (b) that should the Court determine the interpleader is appropriate that it enter an order directing an escrow as the Court shall determine;
- (c) that the Court determine an escrow agent;
- (d) that the Court enter such appropriate order discharging Hilltop from liability with respect to such royalties paid into the Court or escrow.

RESPECTFULLY SUBMITTED

By   
Carl A. Belin, Jr., Esquire  
PA ID No 06805  
15 North Front Street  
PO Box 1467  
Clearfield, PA 16830  
PHONE: 814-768-9600  
FAX: 814-768-9606  
[belinlawoffice@verizon.net](mailto:belinlawoffice@verizon.net)  
Attorney for Hilltop Coal Company

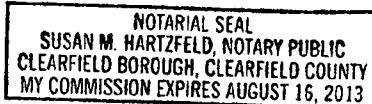
COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS.

Before me the undersigned officer, personally appeared **COREY LEE SHAWVER**, owner of **HILLTOP COAL COMPANY**, who being duly sworn according to law, deposes and says that the facts set forth in the foregoing Answer to Petition For Interpleader are true and correct to the best of his knowledge, information and belief.

  
Corey Lee Shawver

Sworn and subscribed before me this 25<sup>th</sup> day of February, 2013.

  
Susan M. Hartzfeld  
Notary Public



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

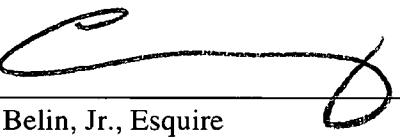
QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs : Docket No.: 2007-596-CD  
v. : ACCEPTANCE OF SERVICE  
JOSEPH A. ROBISON, :  
Defendant :  
:

CERTIFICATE OF SERVICE

I hereby certify that on this 26<sup>th</sup> day of February, 2013, I have served a true and correct copy of Answer To Petition For Interpleader, by first class mail, postage prepaid upon the following:

John R. Ryan, Esquire  
Kubista & Ryan, LLP  
202 South Front Street  
PO Box 1  
Clearfield, PA 16830

Jeffrey W. Stover, Esquire  
Stover, McGlaughlin, Gerace,  
Weyandt & McCormick, P.C.  
122 East High Street  
PO Box 209  
Bellefonte, PA 16823

  
Carl A. Belin, Jr., Esquire

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

QUALITY VENEER CORPORATION, INC.,  
and CLEARFIELD FACE VENEER, INC.,  
Plaintiffs

vs.

JOSEPH A. ROBISON,  
Defendant

No. 2007-596-CD

FILED

FEB 27 2013

01/11/056

William A. Shaw  
Prothonotary/Clerk of Courts

4 cert. to  
ATL

PLAINTIFFS' ANSWER TO  
PETITION FOR INTERPLEADER

Filed on behalf of:  
Plaintiffs

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-at-Law  
Pa. I.D. 38739

KUBISTA & RYAN LLP  
202 South Front Street  
P.O. Box 1  
Clearfield, PA 16830

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs :  
vs. : No. 2007-596-CD  
JOSEPH A. ROBISON, :  
Defendant :  
:

PLAINTIFFS' ANSWER TO PETITION FOR INTERPLEADER

NOW COMES, Quality Veneer Corporation, Inc., and Clearfield Face Veneer, Inc., Plaintiffs above named, and by their Attorneys, Kubista & Ryan LLP, file their Answer to the Petition of Defendant as follows:

1. Admitted.
2. Admitted. By way of further response:
  - a. The said judgment was the result of the Defendant's failure to respond to the Plaintiffs' Complaint alleging that Defendant, as a corporate officer and shareholder, had breached his fiduciary duty to the Plaintiffs by his mismanagement and misuse of corporate funds for his personal financial benefit;
  - b. Defendant has made no attempt, since the entry of judgment to repay any amount owed to Plaintiffs;
  - c. The sole amounts paid toward satisfaction of said judgment were monies paid to Plaintiffs by Forcey Coal Company after Plaintiffs obtained a court order garnishing certain royalty payments due to Defendant under a coal lease. To date, Plaintiffs have received payments from Forcey Coal Company in the amount of \$4,000.00. Defendant was on notice of

the said garnishment, appeared in court represented by counsel and did not object to same.

3. It is denied that Plaintiffs are obligated to Defendant as alleged. There has been no determination that Plaintiffs have any such obligation to Defendant, and in the event that it is determined that Plaintiffs do have any such obligation to Defendant, it is denied that said obligation in any way exceeds the amount of the pending judgment, which bears a substantial amount of interest in addition to the principal balance owed. It is further denied in that Plaintiff Quality Veneer Corporation is not a party to the action filed by Defendant to No. 2010-2327-CD; therefore under no circumstance does Plaintiff Quality Veneer Corporation have any obligation whatsoever to Defendant.

4. It is admitted that Defendant objected to the issuance of additional corporate stock to the majority shareholder of Clearfield Face Veneer, Inc., at the time of the said meeting.

5. It is admitted that Defendant is the owner of an undivided one-half interest in certain real property situated in Gulich Township, Clearfield County, Pennsylvania, known as the "Clancy Farm." The other undivided one-half interest in the said property is owned by Corey Shawver. Defendant and Corey Shawver entered into a lease agreement for the mining and removal of coal from the said property on or about September 25, 2006, with Hilltop Coal Company, an entity which is believed to be owned and operated by Corey Shawver. A true and correct copy of the said lease agreement is attached hereto, marked as Exhibit "A" and is incorporated herein by reference as if set forth at length.

6. Denied, for the following reasons:

a. It is specifically denied that Plaintiffs have given Hilltop Coal Company "notice of its intention to garnish the Defendant's coal rights and royalties" for the reasons set forth below;

b. It is specifically denied that any royalties are due to the Defendant from Hilltop Coal Company for the reasons set forth below;

c. Subsequent to the entry of judgment against Defendant as described herein above, Plaintiffs commenced execution proceedings in an attempt to satisfy the said judgment, which included a levy against the Defendant's interest in the Clancy Farm property which resulted in the property being scheduled to be sold at sheriff's sale;

d. In order to avoid the sheriff's sale, on January 2, 2008, Defendant entered into an Assignment of Lease whereby he assigned all his right, title and interest in the Lease Agreement with Hilltop Coal Company to Plaintiffs;

e. In consideration of the assignment, Plaintiffs agreed to apply royalty payments made to them by Hilltop Coal Company to the judgment owed to them by Defendant and further agreed to continue/withdraw the sheriff's sale of the property. A true and correct copy of the Assignment is attached hereto, marked as Exhibit "B" and is incorporated herein by reference as if set forth at length;

f. From the time of the Assignment until December 2012, Plaintiffs received no royalties from Hilltop Coal Company and in fact were not aware that any mining operations had commenced, despite repeated requests to Hilltop for information as to same;

g. Upon recently learning that in fact mining operations had commenced back in 2010, Plaintiffs commenced an investigation and determined that in fact a substantial amount of coal had been removed by Hilltop Coal Company without accounting to or payment of royalties to Plaintiffs as required by the terms of the Lease Agreement and Assignment thereof;

h. Plaintiffs through counsel then contacted Carl A. Belin, Jr., counsel for Hilltop Coal Company seeking an accounting and payment of royalties due and owing to Plaintiffs as

the result of the Assignment;

i. An accounting was received from Hilltop Coal Company on January 28, 2013, and Hilltop Coal Company agreed to a schedule whereby past due payments would be made to Plaintiffs, with Plaintiffs reserving the right to pursue such additional remedies as may be available against Hilltop for its clear and obvious failure to account to and make payment to Plaintiffs in a timely manner in accordance with its contractual obligations under the lease agreement and assignment thereof;

j. The obligation of Hilltop Coal Company to Plaintiffs is not the result of a "garnishment" as alleged, but is the result of a contractual obligation formed by the Assignment of the lease by Defendant to Plaintiffs;

k. In addition, Hilltop Coal Company has admitted that it paid over to the Internal Revenue Service certain amounts after a levy imposed by the Internal Revenue Service on Defendant, which payment was improper and unlawful in that such levy was subordinate to the judgment of Plaintiffs and therefore such payments were due and owing to Plaintiffs pursuant to the assignment of the lease agreement. The payment of the levy by Hilltop to the Internal Revenue Service benefitted Defendant in to the detriment of Plaintiffs in that more than \$30,000.00 was paid, resulting in the satisfaction of the levy against Defendant.

7. Admitted in part and denied in part, as follows:

a. It is admitted that Hilltop Coal Company will pay royalties to Plaintiffs under the lease and assignment as Hilltop is legally obligated to do so;

b. It is specifically denied that such royalties are the property of the Defendant as alleged, by virtue of the assignment attached hereto as Exhibit "B". Such payments are the property of Plaintiffs and not of Defendant;

c. Further, Defendant has admitted to this Court in the dissenter's rights action that any amount which the Court may determine is owed by Plaintiff Clearfield Face Veneer, Inc., to Defendant is subject to set-off in the amount of the judgment owed by Defendant to Plaintiffs Clearfield Face Veneer and Quality Veneer, together with interests and costs;

d. Accordingly only if Hilltop pays to Plaintiffs amounts in excess of the judgment balance, together with interest and costs, would Plaintiffs receive a "windfall" as alleged;

e. The express terms of the Assignment will prevent any such "windfall" from occurring, in that upon payment of royalties in an amount sufficient to satisfy the judgment, with interest, Plaintiffs are required to re-assign the lease to Defendant and further royalties are thereafter the property of Defendant. (See Exhibit "B", page 2, paragraph 2);

8. It is denied that this Petition is filed in good faith, as follows:

a. Defendant has failed to acknowledge the existence of the Assignment and has alleged that the royalties owed by Hilltop are his property which is blatantly untrue;

b. Under the express terms of the Assignment, there is no danger whatsoever of Defendant being exposed to double or multiple liability to Plaintiffs or to any third party under the facts and circumstances herein.

9. Denied. There are no royalties due to Defendant under the said Lease in light of the Assignment to Plaintiffs. All such royalties are due and payable to Plaintiffs, which include a substantial balance for royalties that Hilltop has failed to pay for a period in excess of two years, a failure which Hilltop has thus far failed to explain. There is no legitimate reason for any such amounts to be escrowed. When the Plaintiffs' judgment is satisfied, Plaintiffs are obligated to re-assign the Lease to Defendant and future royalties will be paid to him.

WHEREFORE, Plaintiffs demand that the Defendant's Petition for Interpleader be denied, with prejudice.

Respectfully submitted,

KUBISTA & RYAN LLP



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John R. Ryan  
Attorney for Plaintiffs

VERIFICATION

I, John R. Ryan, state that I am an Attorney at Law and legal counsel for Plaintiffs in the above action. Upon information received from Plaintiffs and based upon its representations made to me, I state that the facts and denials contained within this responsive pleading are true and correct to the best of my knowledge, information and belief based upon my own information as well as the information provided to me by the said Plaintiffs. Verification will be obtained from Plaintiffs if required. I understand that any false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

KUBISTA & RYAN LLP



John R. Ryan  
Attorney for Plaintiffs

Date: 2/26/13

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COAL OPTION AND LEASE AGREEMENT

THIS ARTICLE OF AGREEMENT made and concluded this 20<sup>th</sup> day of September, 2006, between Corey Shaffer and Joseph Robinson

part 1 of the first part, hereinafter designated as "Lessor",

A

N

C&P.

D

Hilltop Coal Co. 

Hilltop Coal Company

part 1 of the second part, hereinafter designated as "Lessee",

WITNESSETH:

1. In consideration of the sum of \$ 1<sup>00</sup> in hand paid, receipt whereof is hereby acknowledged, Lessor hereby leases, lets and demises unto Lessee,

ALL of the E.D & C Coal seam or vein of coal and the space occupied thereby in, under and upon all that certain piece, parcel or tract of land situated in Bigler & Gulich Township, Clearfield County, Pennsylvania, bounded and described as follows:

Former Clancy Farm. 125 Acres

INSTRUMENT # 200518437

EXHIBIT

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A

TOGETHER with all the mining rights and easements owned by Lessor and appurtenant to the coal and land herein described, including the right of ingress, egress and regress, in, to and upon said land for the purpose of exploring for and of mining, manufacturing, testing and preparing said coal for market, to build roads, to build buildings, tipples and chutes, to deposit waste material and refuse on the surface of the land, to build wire and pipe lines, to drain water upon the surface by any means, to transport coal and other materials from other properties through or over this premises and to do all things necessary, usual and proper in connection with said operations. Lessee may remove all buildings and machinery placed upon the premises at any time during the term or within a reasonable time thereafter, provided it is not at such time in default. Said coal may be removed either by open pit or highwall mechanical mining and all of the usual rights and privileges are hereby granted in connection therewith, including the removal and redeposit of all strata and other objects and materials overlying said coal, to be exercised without further cost or liability for the damage caused thereby.

ALSO TOGETHER WITH

EXCEPTING AND RESERVING

2. Lessee covenants and agrees to pay to Lessor the sum or price of # 400 cents per ton of 2,000 pounds for all mineable, merchantable and marketable coal mined and removed from said premises by the open pit mining method and # 4 20 cents per ton of 2,000 pounds for all such coal mined and removed from said premises by any other mining method. Settlements shall be made on the twenty-fifth day of each month for all such coal mined and removed from the premises during the preceding calendar month and all settlements shall be based upon the weights by which the coal is marketed. It is further understood and agreed that

3. Lessee covenants and agrees to commence mining operation upon said premises within N/A from the effective date of this lease and in the event of failure so to commence mining operations agrees to pay Lessor as a delay rental or liquidated damages for such delay the sum or price of N/A per acre, per annum, payable quarterly in advance. Lessee may, however, at any time after the effective date of this lease, terminate the same upon at least Thirty (30) days' prior written notice of such termination to Lessor: Provided, however, that Lessee is not then in default in any respect hereunder. Upon such termination Lessee shall be released and discharged from all further payments hereunder.

4. Lessee agrees that all mining operations shall be conducted in accordance with the laws of Pennsylvania and modern mining methods prevailing in the industry. It is also understood that Lessor shall have access to the operations and scale records of Lessee at all reasonable times in person or by duly authorized agent.

5. This lease shall continue for a period of 10 years from the effective date hereof, or until all of the mineable and merchantable coal has been exhausted from the premises, unless otherwise terminated. Lessee may remove all equipment, buildings and machinery from the premises at the end of the term, or upon expiration or termination hereof, provided no royalty is then due. Upon and after the expiration or termination of this lease, Lessor hereby grants unto Lessee the right of ingress, egress and regress in, to, over and upon said premises for the purpose of backfilling, levelling, planting, restoring and otherwise complying

with the laws of Pennsylvania, and the rules, regulations and orders promulgated thereunder, relating to bituminous coal mining, if such mining has been conducted upon said premises, as well as for the purpose of complying with the laws of Pennsylvania, and the rules, regulations and orders promulgated thereunder, relating to pollution of waters, without any liability whatsoever for damages caused to the premises thereby.

6. This article of agreement shall constitute and be construed an option granted by Lessor to Lessee so that Lessee may elect to accept or reject it at any time during N/A days from the date hereof. Upon acceptance this instrument shall become immediately effective in all of its terms as a lease of the coal in place as of the date hereof. During the option period Lessee may go upon the premises for the purpose of surveying, drilling, digging, exploring, testing, taking samples and otherwise examining said coal. Lessee may exercise this option by notifying Lessor in writing of its election to do so within the option period aforesaid, and for such purpose, deposit in the United States mail of such notice, addressed to Lessor at the address herein set forth, shall be sufficient to notify Lessor.

---

✓ 7. It is understood and agreed that in the event the Lessee should default in any payment provided for herein and remain in such default for a period of Sixty (60) days from the date when said payment becomes due, or should Lessee be in default in any other respect and continue in such default for a period of Ninety (90) days after being notified in writing of such default by Lessor, then, in

either event, at the option of Lessor this lease shall cease and terminate and Lessee hereby authorizes any attorney of any Court of Record to appear for it and in its name to confess a judgment against it in an amicable action of ejectment to the end that a writ of habere facias possessionem may issue forthwith for the delivery of possession to Lessor, together with clause of fieri facias for rent in arrears and costs.

8. It is further understood and agreed that

N/A

9. It is mutually understood and agreed that the rights, duties and obligations created hereby shall extend to and be binding upon the parties, their heirs, executors, administrators, successors and assigns, and that the singular herein shall include the plural.

10. Lessor hereby warrants generally the title to said coal and mining rights and this lease shall be free and clear of all liens and encumbrances except those for which waiver and consent hereto is obtained, and Lessee may in all cases apply royalty payments to the

release or satisfaction of such terms and encumbrances as may be found to exist.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and caused this article of agreement to be duly executed by their officers, the day and year aforesaid.

Witness:

Ruby A. Galloway

John D. Robins

Pamela M. Bass

Cory Lee Shower

Commonwealth of Pennsylvania :

: ss

County of Clearfield :

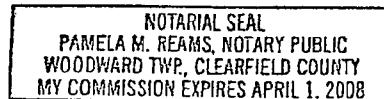
On this 2 day of October 2006 before me, a Notary Public, in and for the County of Clearfield, State of Pennsylvania came the above named

Coley Shaffer, Joseph Robison

who in due form of law acknowledged the foregoing Article of Agreement to be act and deed, and desired the same to be recorded as such.

Witness my hand and seal the day and year aforesaid.

Pamela M. Reams  
Notary



ASSIGNMENT OF LEASE

THIS ASSIGNMENT made this 2<sup>nd</sup> day of January, 2008, by and between JOSEPH A. ROBISON, an individual of 2072 Banion Road, P.O. Box 494, Madera, Clearfield County, Pennsylvania 16661, party of the first part, hereinafter referred to as "ASSIGNOR," "ROBISON,"

A N D

QUALITY VENEER CORPORATION, INC., and CLEARFIELD FACE VENEER, INC., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with an office and place of business at 200 Chester Street, Clearfield, Clearfield County, Pennsylvania 16830, party of the second part, hereinafter referred to as "ASSIGNEE," "QUALITY."

W I T N E S S E T H :

WHEREAS, Assignor is the Lessor of a Coal Lease Agreement dated September 25, 2006, between Lessor and Hilltop Coal Company, Lessee, for premises known as the Clancy Farm which is more particularly set forth in a deed from Dorothy M. Clancy to Joseph A. Robison and Corey Shawver dated October 26, 2005, and recorded in the Office of the Recorder of Deeds of Clearfield County in Instrument No. 200518427; and

WHEREAS, Assignor amended the coal lease referred to in the first Whereas on January 2, 2008, to provide for the permission of any parties of the lease to assign to a third party and further to amend the coal lease to provide for the payment of

EXHIBIT

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B

coal royalty of \$4.00 per net ton or ten (10%) percent of the market price of the coal sold from the said premises, whichever is greater;

**WHEREAS**, a copy of the coal lease and amendment thereof are attached hereto as Exhibit "A" and "B;"

**AND WHEREAS**, Assignees herein have entered a judgment against Assignor in the amount of \$272,405.67, together with interest at the rate of six (6%) percent from June 8, 2007, filed to Clearfield County Court of Common Pleas, Civil Action, No. 2007-596-CD, and has executed against the property subject to the coal lease herein at Sheriff Sale which is being continued/withdrawn as to said property in consideration for this assignment.

**NOW THEREFORE**, in consideration of these presents, the parties, intending to be legally bound, do hereby agree as follows:

1. Assignor does hereby assign, transfer and set over all his right, title and interest in and to the aforementioned Lease Agreement unto Assignee.

2. Assignee expressly considers and agrees that it shall honor and uphold all the terms, obligations and conditions of the aforementioned Lease Agreement and will apply the royalty payments due on the balance of the judgment set forth at Clearfield County Court of Common Pleas, Civil Action, No. 2007-596-CD, until the balance, together with interest due thereon, is paid in full, whereupon Assignor will reassign the lease to Robison.

3. This Assignment shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

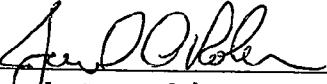
IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

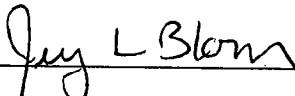
ASSIGNOR:

QUALITY VENEER CORPORATION, INC.

CLEARFIELD FACE VENEER, INC.

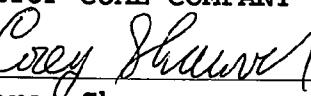
ASSIGNEE:

  
Joseph A. Robison

By   
Guy L. Blom

ASSIGNMENT ACKNOWLEDGED THIS 2<sup>nd</sup> day of January, 2008.

HILLTOP COAL COMPANY

By   
Corey Shawver

OCT 04 2006

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COAL OPTION AND LEASE AGREEMENT

THIS ARTICLE OF AGREEMENT made and concluded this 20<sup>th</sup> day of September, 2006, between Corey Shadrack AND Joshua Robinson

part 1 of the first part, hereinafter designated as "Lessor",

A

N

C&.

D

Hilltop Coal Co.

Hilltop Coal Company

part 1 of the second part, hereinafter designated as "Lessee",

WITNESSETH:

1. In consideration of the sum of \$ 1<sup>00</sup> in hand paid, receipt whereof is hereby acknowledged, Lessor hereby leases, lets and demises unto Lessee,

ALL of the E.D.C. Coal seam or vein of coal and the space occupied thereby in, under and upon all that certain piece, parcel or tract of land situated in Bigler & Gulich Township, Clayton County, Pennsylvania, bounded and described as follows:

Former Clancy Farm. 125 Acres

INSTRUMENT # 200518437

Exhibit "A"

TOGETHER with all the mining rights and easements owned by Lessor and appurtenant to the coal and land herein described, including the right of ingress, egress and regress, in, to and upon said land for the purpose of exploring for and of mining, manufacturing, testing and preparing said coal for market, to build roads, to build buildings, tipples and chutes, to deposit waste material and refuse on the surface of the land, to build wire and pipe lines, to drain water upon the surface by any means, to transport coal and other materials from other properties through or over this premises and to do all things necessary, usual and proper in connection with said operations. Lessee may remove all buildings and machinery placed upon the premises at any time during the term or within a reasonable time thereafter, provided it is not at such time in default. Said coal may be removed either by open pit or highwall mechanical mining and all of the usual rights and privileges are hereby granted in connection therewith, including the removal and redeposit of all strata and other objects and materials overlying said coal, to be exercised without further cost or liability for the damage caused thereby.

ALSO TOGETHER WITH

EXCEPTING AND RESERVING

2. Lessee covenants and agrees to pay to Lessor the sum or price of # 400 cents per ton of 2,000 pounds for all mineable, merchantable and marketable coal mined and removed from said premises by the open pit mining method and # 4 20 cents per ton of 2,000 pounds for all such coal mined and removed from said premises by any other mining method. Settlements shall be made on the twenty-fifth day of each month for all such coal mined and removed from the premises during the preceding calendar month and all settlements shall be based upon the weights by which the coal is marketed. It is further understood and agreed that

3. Lessee covenants and agrees to commence mining operation upon said premises within N/A from the effective date of this lease and in the event of failure so to commence mining operations agrees to pay Lessor as a delay rental or liquidated damages for such delay the sum or price of N/A per acre, per annum, payable quarterly in advance. Lessee may, however, at any time after the effective date of this lease, terminate the same upon at least Thirty (30) days' prior written notice of such termination to Lessor: Provided, however, that Lessee is not then in default in any respect hereunder. Upon such termination Lessee shall be released and discharged from all further payments hereunder.

4. Lessee agrees that all mining operations shall be conducted in accordance with the laws of Pennsylvania and modern mining methods prevailing in the industry. It is also understood that Lessor shall have access to the operations and scale records of Lessee at all reasonable times in person or by duly authorized agent.

5. This lease shall continue for a period of 10 years from the effective date hereof, or until all of the mineable and merchantable coal has been exhausted from the premises, unless otherwise terminated. Lessee may remove all equipment, buildings and machinery from the premises at the end of the term, or upon expiration or termination hereof, provided no royalty is then due. Upon and after the expiration or termination of this lease, Lessor hereby grants unto Lessee the right of ingress, egress and regress in, to, over and upon said premises for the purpose of backfilling, levelling, planting, restoring and otherwise complying

with the laws of Pennsylvania, and the rules, regulations and orders promulgated thereunder, relating to bituminous coal mining, if such mining has been conducted upon said premises, as well as for the purpose of complying with the laws of Pennsylvania, and the rules, regulations and orders promulgated thereunder, relating to pollution of waters, without any liability whatsoever for damages caused to the premises thereby.

6. This article of agreement shall constitute and be construed an option granted by Lessor to Lessee so that Lessee may elect to accept or reject it at any time during N/A days from the date hereof. Upon acceptance this instrument shall become immediately effective in all of its terms as a lease of the coal in place as of the date hereof. During the option period Lessee may go upon the premises for the purpose of surveying, drilling, digging, exploring, testing, taking samples and otherwise examining said coal. Lessee may exercise this option by notifying Lessor in writing of its election to do so within the option period aforesaid, and for such purpose, deposit in the United States mail of such notice, addressed to Lessor at the address herein set forth, shall be sufficient to notify Lessor.

✓ 7. It is understood and agreed that in the event the Lessee should default in any payment provided for herein and remain in such default for a period of Sixty (60) days from the date when said payment becomes due, or should Lessee be in default in any other respect and continue in such default for a period of Ninety (90) days after being notified in writing of such default by Lessor, then, in

either event, at the option of Lessor this lease shall cease and terminate and Lessee hereby authorizes any attorney of any Court of Record to appear for it and in its name to confess a judgment against it in an amicable action of ejectment to the end that a writ of habere facias possessionem may issue forthwith for the delivery of possession to Lessor, together with clause of fieri facias for rent in arrears and costs.

8. It is further understood and agreed that

N/A

9. It is mutually understood and agreed that the rights, duties and obligations created hereby shall extend to and be binding upon the parties, their heirs, executors, administrators, successors and assigns, and that the singular herein shall include the plural.

10. Lessor hereby warrants generally the title to said coal and mining rights and this lease shall be free and clear of all liens and encumbrances except those for which waiver and consent hereto is obtained, and Lessee may in all cases apply royalty payments to the

release or satisfaction of such terms and encumbrances as may be found to exist.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and caused this article of agreement to be duly executed by their officers, the day and year aforesaid.

Witness:

Ruby A. Yarbrough

Pamela M. Keane

John D. Robins

Cozy Lee Shower

Commonwealth of Pennsylvania

: ss

County of Clearfield

:

On this 2 day of October 2006 before me, a Notary Public, in and for the County of Clearfield, State of Pennsylvania came the above named

*Coley Shaffer, Joseph Robison*

who in due form of law acknowledged the foregoing Article of Agreement to be act and deed, and desired the same to be recorded as such.

Witness my hand and seal the day and year aforesaid.

*Pamela M. Reans*  
\_\_\_\_\_  
*notary*  
\_\_\_\_\_

NOTARIAL SEAL  
PAMELA M. REANS, NOTARY PUBLIC  
WOODWARD TWP, CLEARFIELD COUNTY  
MY COMMISSION EXPIRES APRIL 1, 2008

AMENDMENT TO COAL OPTION AND  
LEASE AGREEMENT

THIS AMENDMENT of the Coal Option and Lease Agreement dated the 25<sup>th</sup> day of September, 2006, by and between COREY SHAWVER ("SHAWVER") and JOSEPH A. ROBISON ("ROBISON") as Lessors and HILLTOP COAL COMPANY ("HILLTOP") as Lessee, and hereby made this 2<sup>nd</sup> day of January, 2008, by and between Shawver, Robison and Hilltop.

HISTORY OF TRANSACTION

Shawver and Robison entered into a coal lease with Hilltop in which Hilltop agreed to pay to Shawver and Robison the sum of \$4.00 per ton which is attached hereto as Exhibit "A." Shawver and Robison each own a one-half (1/2) interest in a property known as the Clancy Farm which is more particularly set forth in a deed from Dorothy M. Clancy to Joseph A. Robison and Corey Shawver dated October 26, 2005, and recorded in the Office of the Recorder of Deeds of Clearfield County in Instrument No. 200518427.

Under the aforesaid lease Shawver and Robison were each to receive one-half (1/2) the royalties provided in the Option and Lease Agreement referred to above. Shawver and Robison hereby agree to amend the lease to provide for an amended royalty and make clear that each Lessor may assign his separate interest

to a third party.

**NOW THEREFORE**, in consideration of these presents, the parties, intending to be legally bound, do hereby agree as follows:

1. Shawver and Robison agree with Hilltop to amend the coal royalties under the agreement attached hereto as Exhibit "A" as follows:

"Lessee covenants and agrees to pay to the Lessors the price of \$4.00 per ton of 2,000 pounds for all mineable, merchantable and marketable coal mined and removed from the premises by the open pit mining method, or ten (10%) percent of the market price of the coal sold from the said premises, whichever is greater."

It is the specific intention of this amendment to provide that in the event Hilltop receives more than \$4.00 per ton for coal mined and removed from the premises that it will pay to Shawver and Robison ten (10%) percent of the sales price in that instance. Hilltop will pay to Shawver fifty (50%) percent of all coal royalties payable under this lease, and fifty (50%) percent of all royalties payable to Robison.

2. The amendment is to provide that any party to this lease, Shawver, Robison or Hilltop, shall have the right to assign its interest to a third party, so that either of the Lessors can assign their interest, including the royalty to be paid under the lease to a third party and, further, that Hilltop may assign its rights and obligations under this lease to a

thirty party for purposes of its production.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

  
Corey Shawver (SEAL)

  
Joseph A. Robison (SEAL)

HILLTOP COAL COMPANY

By   
Corey Shawver

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs :  
:  
vs. : No. 2007-596-CD  
:  
JOSEPH A. ROBISON, :  
Defendant :  
:

CERTIFICATE OF SERVICE

Filed on behalf of:  
Plaintiffs

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

KUBISTA & RYAN LLP  
202 South Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

FILED  
11:04 a.m. 6/1  
MAR 01 2013  
S NO CC

William A. Shaw  
Prothonotary/Clerk of Courts

6/1

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs :  
vs. : No. 2007-596-CD  
JOSEPH A. ROBISON, :  
Defendant :  
:

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of the Plaintiffs' Answer to Petition for Interpleader filed in the above captioned matter, on the following party by postage prepaid first-class United States mail, on the 28<sup>th</sup> day of February, 2013:

Jeffrey Stover, Esquire  
P.O. Box 209  
122 East High Street  
Bellefonte, PA 16823  
Attorney for Defendant

Carl A. Belin, Jr., Esquire  
15 North Front Street  
P.O. Box 1467  
Clearfield, PA 16830  
Attorney for Hilltop Coal Company

KUBISTA & RYAN LLP

  
John R. Ryan  
Attorney for Plaintiffs

FILED

MAR 01 2013

William A. Shaw  
Prothonotary/Clerk of Courts

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs :  
vs. : No. 2007-596-CD  
: :  
JOSEPH A. ROBISON, :  
Defendant :  
:

PRAECIPE FOR ORAL ARGUMENT

Filed on behalf of  
Plaintiff

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law  
Pa. I.D. 38739

KUBISTA & RYAN LLP  
202 South Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972  
(814) 765-9893 – facsimile

FILED 4CC Atty  
10:40am Ryan  
S MAR 5 2013

William A. Shaw  
Prothonotary/Clerk of Courts

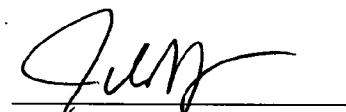
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs :  
vs. : No. 2007-596-CD  
JOSEPH A. ROBISON, :  
Defendant :  
:

PRAECIPE FOR ORAL ARGUMENT

Please schedule the Defendant's Petition for Interpleader for oral argument at a time  
and date to be fixed by the Court.

Date: 3/4/13



John R. Ryan, Esquire  
Counsel for Plaintiffs

FILED

MAR 5 2013

William A. Shaw  
Prothonotary/Clerk of Courts

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs :  
vs. :  
JOSEPH A. ROBISON, :  
Defendant :  
:

No. 2007-596-CD

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01327016  
William A. Shaw  
Prothonotary/Clerk of Courts  
Ken to Run

ORDER

AND NOW, this 6<sup>th</sup> day of March, 2013, upon consideration of the foregoing  
Praecipe, it is the Order of this Court that oral argument shall be held on the Petition for  
Interpleader of the Defendant, Joseph A. Robison, on the 8<sup>th</sup> day of April,  
2013, at 1:30 o'clock P.m., Clearfield County Courthouse, Court Room No. 2.

One-half (1/2) hour is set aside for argument of this matter.

BY THE COURT:

  
Paul E. Cherry, Judge

**FILED**

**MAR 07 2013**

*William A. Shaw*  
Prothonotary/Clerk of Courts

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs :  
vs. : No. 2007-596-CD  
JOSEPH A. ROBISON, :  
Defendant :  
:

CERTIFICATE OF SERVICE

Filed on behalf of:  
Plaintiffs

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

KUBISTA & RYAN LLP  
202 South Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

5 FILED No. C.  
011:00pm  
MAR 12 2013  
(15)

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

QUALITY VENEER CORPORATION, INC.,	:	
and CLEARFIELD FACE VENEER, INC.,	:	
Plaintiffs	:	
	:	
vs.	:	No. 2007-596-CD
	:	
JOSEPH A. ROBISON,	:	
Defendant	:	

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of the Court's Order of March 6, 2013, scheduling oral argument on the Defendant's Petition for Interpleader, on the following parties by postage prepaid first-class United States mail, on the 8<sup>th</sup> day of March, 2013:

Jeffrey Stover, Esquire  
P.O. Box 209  
122 East High Street  
Bellefonte, PA 16823  
Attorney for Defendant

Carl A. Belin, Jr., Esquire  
15 North Front Street  
P.O. Box 1467  
Clearfield, PA 16830  
Attorney for Hilltop Coal Company

KUBISTA & RYAN LLP



John R. Ryan  
Attorney for Plaintiffs

FILED

MAR 12 2013

William A. Shaw  
Prothonotary/Clerk of Courts

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

QUALITY VENEER }  
COPORATION, INC. AND } NO. 2007-596-CD  
CLEARFIELD FACE VENEER, }  
INC. }  
VS }  
JOSEPH A. ROBISON }  
O R D E R

**FILED**

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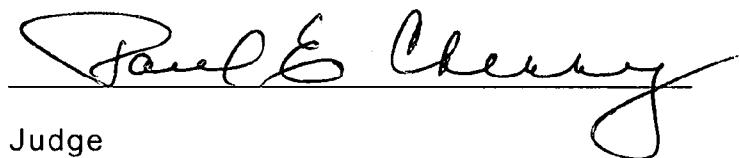
William A. Shaw  
Prothonotary/Clerk of Courts

6K

Ryan  
Staver

NOW, this 8th day of April, 2013, upon  
consideration of the Application of Plaintiff seeking a  
determination by the Court for the costs and expenses  
associated with a court-appointed appraiser, it is the  
ORDER of this Court that the Plaintiff shall be  
responsible for 60 percent of the costs and the Defendant  
shall be responsible for 40 percent of the costs.

BY THE COURT,

  
\_\_\_\_\_  
Judge

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

QUALITY VENEER }  
CORPORATION, INC. AND } NO. 2007-596-CD  
CLEARFIELD FACE VENEER, }  
INC. }  
VS }  
JOSEPH A. ROBISON }

ORDER

NOW, this 8th day of April, 2013, following Argument on Defendant's Petition for Interpleader and presentation of the issues before this Court, upon consideration of same, it is the ORDER of this Court that Defendant's Petition for Interpleader shall be and is hereby DISMISSED.

BY THE COURT.

Paul E. Cheezy  
Judge

Judge

**FILED** 2CC Atlys:

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William A. Shaw  
Prothonotary/Clerk of Courts

Ryan

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**FILED**

APR 09 2013

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 3-9-13

       You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

       Plaintiff(s)  Plaintiff(s) Attorney        Other

       Defendant(s)  Defendant(s) Attorney

       Special Instructions:

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs : Docket No.: 2007-596-CD  
v. :  
: Type of Pleading:  
JOSEPH A. ROBISON, : *Motion to Satisfy Judgment and Rescind*  
: *Garnishment*  
Defendant. :  
: Filed on Behalf of:  
: Joseph A. Robison  
: Attorney of Record:  
: Stover, McGlaughlin, Gerace,  
: Weyandt & McCormick, P.C.  
: 122 East High Street  
: P.O. Box 209  
: Bellefonte, PA 16823  
: (814) 355-8235  
: (814) 355-1304 facsimile  
: Jeffrey W. Stover  
: PA I.D. No. 37652

FILED 1CC Atty  
M 8:33am  
MAR 25 2014  
Stover  
6K

BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

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

QUALITY VENEER CORPORATION, :  
INC., and CLEARFIELD FACE :  
VENEER, INC., :  
Plaintiffs : Docket No.: 2007-596-CD  
v. :  
JOSEPH A. ROBISON, :  
Defendant. :  
:

**MOTION TO SATISFY JUDGMENT AND RESCIND GARNISHMENT**

COMES NOW, the Defendant, Joseph A. Robison, by and through his attorneys, Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C., and moves this Honorable Court for relief from the judgment of the Plaintiffs, as follows:

1. On June 8, 2007, the Plaintiffs obtained a default judgment against the Defendant in the amount of \$272,405.67.
2. On July 15, 2010, the Plaintiffs obtained an Order of garnishment, directing Forcey Coal Company, Inc. to pay unto Plaintiffs all royalties, advances and other monies due to Defendant under a lease agreement between Defendant and D&D Mining and Management Corporation dated May 9, 2009.
3. The Defendant has commenced a separate cause of action against Defendant Clearfield Face Veneer, Inc. under civil action number 2010-2327-CD

9. Subtracting the remaining amount due by Defendant to Plaintiffs under the judgment from the fair value of the Defendant's stock, and giving credit to Defendant for interest on the unpaid stock repurchase, leaves an amount due to the Defendant of \$247,846.72.

10. Because the value of Defendant's stock more than offsets the remaining unpaid judgment balance, the judgment should be marked satisfied, and the garnishment order rescinded.

11. Remaining payments due under the coal leases held by the Defendant should be paid by the coal company directly to the Defendant.

WHEREFORE, Defendant prays this Honorable Court to enter an Order directing the Prothonotary to mark the Plaintiff's 2007 judgment satisfied, and further directing that the garnishment Order is hereby rescinded.

Respectfully Submitted,

STOVER, McGLAUGHLIN, GERACE,  
WEYANDT & McCORMICK, P.C.

By: 

Jeffrey W. Stover, Esquire  
122 East High Street  
Bellefonte, PA 16823  
(814) 355-8235 Phone  
(814) 355-1304 Fax  
[jstover@mittanylaw.com](mailto:jstover@mittanylaw.com)  
Attorney for Defendant  
PA I.D. No. 37652

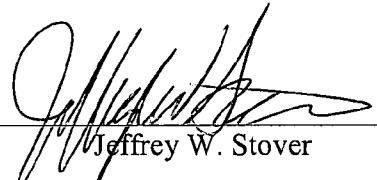
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL - LAW

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs : Docket No.: 2007-596-CD  
: :  
v. :  
: :  
JOSEPH A. ROBISON, :  
Defendant. :  
:

**CERTIFICATE OF SERVICE**

I hereby certify that I have the 21 day of March, 2014,  
served the foregoing document, upon the person(s) and in the manner indicated below:  
SERVICE BY FIRST CLASS MAIL, POSTAGE PRE-PAID, ADDRESSED AS  
FOLLOWs:

John Ryan, Esquire  
Kubista & Ryan, LLP  
202 South Front Street  
P.O. Box 1  
Clearfield, PA 16830

By:   
Jeffrey W. Stover

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

QUALITY VENEER CORPORATION, INC.,  
and CLEARFIELD FACE VENEER, INC.,

Plaintiffs

vs.

No. 2007-596-CD

JOSEPH A. ROBISON,

Defendant

ANSWER TO MOTION TO  
SATISFY JUDGMENT AND  
RESCIND GARNISHMENT

Filed on behalf of:  
Plaintiffs

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-at-Law  
Pa. I.D. #38739

KUBISTA & RYAN LLP  
202 South Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

FILED 3CC A-14  
6/10/14 Ryan  
S MAR 25 2014

BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

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

QUALITY VENEER CORPORATION, INC.,  
and CLEARFIELD FACE VENEER, INC.,

Plaintiffs

vs.

No. 2007-596-CD

JOSEPH A. ROBISON,

Defendant

ANSWER TO MOTION TO SATISFY JUDGMENT  
AND RESCIND GARNISHMENT

NOW COMES, Quality Veneer Corporation, Inc., and Clearfield Face Veneer, Inc., Plaintiffs above named, and by their Attorneys, Kubista & Ryan LLP, file their Answer to the Motion of Plaintiff as follows:

1. Admitted.
2. Admitted. By way of further response, Defendant had assigned his interest in a certain coal lease with Hilltop Coal Company to Plaintiffs, which assignment provided that Plaintiffs would apply all payments thereunder to the balance of the judgment and would re-assign the said lease to Defendant when such amount was paid in full.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted in part and denied in part. Admitted insofar as the total value of Defendant's stock was determined by Kindler to be in the amount alleged. Denied in that Plaintiffs

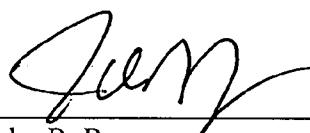
believe that Kindler's determination of value was flawed and therefore incorrect, and that the actual value of Defendant's stock is substantially less than so determined.

7. Admitted. By way of further response, Plaintiffs have filed a Motion raising questions regarding Kindler's methodology and seeking leave to obtain a separate evaluation at Plaintiffs' expense.
8. Admitted.
9. Denied for the reasons set forth herein above.
10. Denied for the reasons set forth herein above. By way of further response, Plaintiffs have proposed that any payments made under the lease with Hilltop and pursuant to the said garnishment Order be placed in escrow pending the final resolution of the valuation process or agreement of the parties. It is believed and therefore averred that Carl A. Belin, Jr., counsel for Hilltop, has agreed and will hold such royalties in escrow as are due under the assigned lease. As of the time of the filing of this Answer, no response has been received from counsel for Forcey Coal as to the proposed escrow, but Forcey's agreement is anticipated.
11. Denied for the reasons set forth above.

WHEREFORE, Plaintiffs request that Defendant's motion be dismissed.

Respectfully submitted,

KUBISTA & RYAN LLP



---

John R. Ryan  
Attorney for Plaintiffs

FILED  
MAR 25 2014  
BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

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

QUALITY VENEER CORPORATION, INC.,  
and CLEARFIELD FACE VENEER, INC.,  
Plaintiffs

vs.

No. 2007-596-CD

JOSEPH A. ROBISON,  
Defendant

CERTIFICATE OF SERVICE

Filed on behalf of:  
Plaintiffs

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

KUBISTA & RYAN LLP  
202 South Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

S FILED NCC  
03/11/2014  
MAR 26 2014

BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiffs :  
:  
vs. : No. 2007-596-CD  
:  
JOSEPH A. ROBISON, :  
Defendant :  
:

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of the Answer to Motion to Satisfy Judgment and Rescind Garnishment filed on behalf of Plaintiffs in the above-captioned matter regular mail on the 25<sup>th</sup> day of March, 2014, to the following

Jeffrey Stover, Esquire  
P.O. Box 209  
122 East High Street  
Bellefonte, PA 16823  
Attorney for Defendant

KUBISTA & RYAN LLP



---

John R. Ryan  
Attorney for Plaintiffs

CA

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

QUALITY VENEER CORPORATION, :  
INC., and CLEARFIELD FACE :  
VENEER, INC., :

Plaintiffs : Docket No.: 2007-596-CD

v. :

JOSEPH A. ROBISON, :  
Defendant. :

*S*  
FILED 8:59AM  
MAR 31 2014 Atty  
Slover

BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

**ORDER**

AND NOW, this 26<sup>th</sup> day of March, 2014, upon  
consideration of the foregoing motion, it is hereby ordered that:

- 1.) A rule is issued upon the respondent to show cause why the moving party is not entitled to the relief requested;
- 2.) the respondent shall file an answer to the motion within 20 days of this date;
- 3.) the motion shall be decided under Pa.R.C.P. 206.7;
- ~~4.)~~ depositions and all other discovery shall be completed within \_\_\_\_\_ days of this date;
- ~~5.)~~ an evidentiary hearing on disputed issues of material fact shall be held on \_\_\_\_\_, in the Clearfield County Courthouse, Clearfield, Pennsylvania, in Courtroom No. \_\_\_\_\_;

6.) argument shall be held on May 5, 2014, in Courtroom No.

2 of the Clearfield County Courthouse, at 2:00 PM.

7.) notice of the entry of this order shall be provided to all parties by the moving party.

BY THE COURT:

Paul E. Cherry

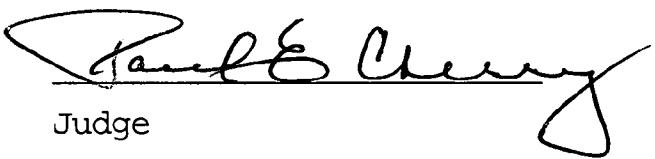
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

QUALITY VENEER CORPORATION,      )  
INC., and CLEARFIELD FACE      )  
VENEER, INC.                      )  
VS.                                ) NO. 2007-596-CD  
JOSEPH A. ROBISON              )

O R D E R

NOW this 5th day of May, 2014, upon agreement of the parties, through counsel, it is the ORDER of this Court that this matter be and is hereby continued pending praecipe for hearing by either party.

BY THE COURT,

  
Judge

S                                    ACC Atts.  
FILED                            Ryan  
of J. Stover  
MAY 07 2014                    J. Stover

BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

6K

DATE: 5-7-14

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

FILED  
MAY 07 2014  
BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiff :  
: :  
vs. : No. 07-596-CD  
: :  
JOSEPH A. ROBISON, :  
Defendant :  
:

PRAECIPE TO DISCONTINUE

Filed on behalf of  
Plaintiffs

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

KUBISTA & RYAN LLP  
202 South Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

✓ FILED 3CC Atty  
8/11/14 Um Ryan  
S AUG 07 2014 (um)

BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

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

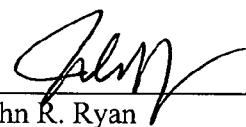
QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiff :  
: :  
vs. : No. 07-596-CD  
: :  
JOSEPH A. ROBISON, :  
Defendant :  
:

PRAECIPE TO DISCONTINUE

TO THE PROTHONTARY:

Please mark the above captioned action discontinued.

KUBISTA & RYAN LLP



---

John R. Ryan  
Attorney for Plaintiffs

Date: 8/6/14

FILED

AUG 07 2014

BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiff :  
vs. : No. 07-596-CD  
JOSEPH A. ROBISON, :  
Defendant :  
:

**PRAECIPE TO SATISFY**

Filed on behalf of:  
Plaintiffs

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

KUBISTA & RYAN LLP  
202 South Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

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ryan  
BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

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

QUALITY VENEER CORPORATION, INC., :  
and CLEARFIELD FACE VENEER, INC., :  
Plaintiff :  
: :  
vs. : No. 07-596-CD  
: :  
JOSEPH A. ROBISON, :  
Defendant :  
:

**PRAECIPE TO SATISFY**

TO THE PROTHONOTARY:

Please mark the judgment entered in the above-captioned action satisfied.

KUBISTA & RYAN LLP



---

John R. Ryan

FILED

AUG 07 2014

BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

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

QUALITY VENEER CORPORATION, INC. :  
and CLEARFIELD FACE VENEER, INC. :

vs. :

No. 07-596-CD

JOSEPH A. ROBISION :

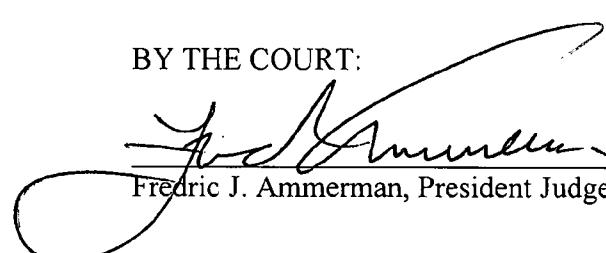
ORDER

AND NOW, this 12<sup>th</sup> day of August, 2014, it appearing to the Court that the

above captioned action having been marked as discontinued, and the judgment entered to said action having been marked as satisfied, and further than the Plaintiffs through counsel have requested the entry of this Order, it is the ORDER of this Court that the Order of July 15, 2010 be and is hereby RESCINDED. Further, the obligations of Forcey Coal Company, Inc, D&D Mining and Management and their assignees, thereunder are terminated and ended, with prejudice.

The garnishment proceedings which led to the entry of the aforesaid Order are hereby withdrawn and discontinued.

BY THE COURT:

  
Fredric J. Ammerman, President Judge

DATE: 8-13-14

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

FILED

AUG 13 2014

BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 20632  
NO: 07-596-CD

PLAINTIFF: QUALITY VENEER CORPORATION, INC. AND CLEARFIELD FACE VENEER, INC.  
vs.  
DEFENDANT: JOSEPH A. ROBISON

## Execution      REAL ESTATE

## SHERIFF RETURN

DATE RECEIVED WRIT: 7/26/2007

LEVY TAKEN 9/26/2007 @ 9:03 AM

POSTED 9/26/2007 @ 9:03 AM

## SALE HELD

**SOLD TO**

**SOLD FOR AMOUNT      PLUS COSTS**

WRIT RETURNED 2/16/2018

**DATE DEED FILED**

PROPERTY ADDRESS 464 MAPLE STREET & 166 13TH STREET RAMEY PA & MADERA . PA 16671

## **SERVICES**

SEE ATTACHED SHEET(S) OF SERVICES

Sheriff Thurston \$313.49

**SURCHARGE**      **\$60.00**      **PAID BY**      **ATTORNEY**

69  
**FILED**  
O NJ  
FEB 16 2018  
3:56p  
BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

### Sworn to Before Me This

### So Answers.

\_\_\_\_ Day of \_\_\_\_\_

Wesley B. Thurston  
Sheriff

By Amitha Butta-Olivercey

QUALITY VENEER CORPORATION, INC. AND CLEARFIELD FACE VENEER, INC.

vs

JOSEPH A. ROBISON

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1 9/26/2007 @ 9:11 AM SERVED JOSEPH A. ROBISON

SERVED JOSEPH A. ROBISON, DEFENDANT, AT HIS RESIDENCE 2072 BANION ROAD, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LINSEY ROBISON, WIFE OF THE DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

---

2 9/27/2007 @ 11:34 AM SERVED COREY SHAWVER

SERVED COREY SHAWVER, DEFENDANT, AT RT. 53, JIMMY'S CORNER, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO COREY SHAWVER

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

---

3 9/27/2007 @ 11:34 AM SERVED HILLTOP COAL COMPANY

SERVED HILLTOP COAL COMPANY, RD #1, BOX 347, DUTCHTOWN ROAD, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO COREY SHAWVER, OWNER

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

---

@ SERVED

NOW, OCTOBER 10, 2007 I RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED NOR NOVEMBER 2, 2007 TO JANUARY 4, 2008.

---

@ SERVED

NOW, JANUARY 2, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE MATTER INDEFINITELY, THEY HAD REACHED AN AGREEMENT WITH THE DEFENDANT.

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@ SERVED

NOW, JANUARY 3, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JANUARY 4, 2008 TO APRIL, 2008.

---

@ SERVED

NOW, JANUARY 4, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JANUARY 4, 2008 TO FEBRUARY 1, 2008.

---

QUALITY VENEER CORPORATION, INC. AND CLEARFIELD FACE VENEER, INC.

vs

JOSEPH A. ROBISON

---

@ SERVED

NOW, JANUARY 11, 2008 RECEIVED AN ORDER OF COURT TO POSTPONE THE SHERIF SALE SCHEDULED FOR FEBRUARY 1, 2008 FOR AN INDEFINITE TIME.

---

@ SERVED

NOW, FEBRUARY 15, 2018 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY THAT THE MATTER HAS BEEN RESOLVED.

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

QUALITY VENEER CORPORATION, :  
INC. and CLEARFIELD FACE :  
VENEER, INC., :  
Plaintiffs :  
vs. : No. 2007 - 596 - C.D.  
JOSEPH A. ROBISON, :  
Defendant :  
:

**WRIT OF EXECUTION**

Filed on behalf of  
Plaintiff

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

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

QUALITY VENEER CORPORATION,	:	
INC. and CLEARFIELD FACE	:	
VENEER, INC.,	:	
Plaintiffs	:	
vs.	:	No. 2007 - 596 - C.D.
JOSEPH A. ROBISON,	:	
Defendant	:	

**WRIT OF EXECUTION  
NOTICE**

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions, which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Market & Second Street  
Clearfield, PA 16830  
(814) 765-2641, ext. 1300

## **WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against JOSEPH A. ROBISON, Defendant.

- (1) you are directed to levy upon the property of the Defendant and to sell his interest therein, said property being 8.80 acres in Bigler Township, Clearfield County, Pennsylvania, being more fully described at Clearfield County Instrument No. 200002382, as well as Defendant's interest in 143 acres, more or less, situated in Gulich Township, Clearfield County, Pennsylvania, being the same property described at Clearfield County Instrument No. 200518427.
- (2) You are also directed to attach the property of the Defendant not levied upon in the possession of COREY SHAWVER and HILLTOP COAL COMPANY, as Garnishees, being an interest in the property referred to hereinabove as described at Instrument No. 200518427 as well as any lease payments or royalties owed or paid to the Defendant and to notify the Garnishees that:
  - (a) an attachment has been issued;
  - (b) except as provided in paragraph (c), the Garnishees are enjoined from paying any debt to or for on the account of the Defendant and from delivering any property of the Defendant or otherwise disposing thereof;
  - (c) the attachment shall not include any funds in an account of the Defendant with a bank or other financial institution
    - (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
    - (ii) that total \$300 or less. If multiple accounts are attached, a total of \$400 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the Defendant's general exemption provided in 42 Pa. C.S. Section 8123.

(3) if property of the Defendant not levied upon is subject to attachment is found in the possession of anyone other than a named Garnishees, you are directed to notify such other person that he or she has been added as a Garnishee and is enjoined as above stated.

Amount Due	\$272,405.67
Interest from 6/8/07 @ 6%	\$
Costs (to be added)	\$ _____
<b>TOTAL</b>	<b>\$</b> _____

125.00 Prothonotary costs

William Shaw, Prothonotary

Received this writ this 26<sup>th</sup> day  
of JULY A.D. 2007  
At 3:15 A.M.P.M.

Chester G. Steele Devis William Shaw  
Sheriff By Cynthia Better Deputy BDL

IF SOCIAL SECURITY OR SUPPLEMENTAL SECURITY INCOME FUNDS ARE DIRECTLY DEPOSITED INTO AN ACCOUNT OF THE DEFENDANT, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE ANY FUNDS THAT MAY BE TRACED TO SUCH DIRECT DEPOSITS. IN ADDITION, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE \$300.00 IN THE ACCOUNT OF THE DEFENDANT.

## **MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

1. \$300 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

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

QUALITY VENEER CORPORATION, :  
INC. and CLEARFIELD FACE :  
VENEER, INC., :  
Plaintiffs :  
vs. : No. 2007 - 596 - C.D.  
JOSEPH A. ROBISON, :  
Defendant :  
:

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300 statutory exemption be  
\_\_\_\_\_ (i) set aside in kind (specify property to be set aside in kind): \_\_\_\_\_  
\_\_\_\_\_ (ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis for exemption):  
\_\_\_\_\_

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300 statutory exemption: \_\_\_\_\_ in cash; \_\_\_\_\_ in kind (specify property): \_\_\_\_\_

(b) Other (specify amount and basis of exemption):  
\_\_\_\_\_

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at \_\_\_\_\_ (Address)  
\_\_\_\_\_ (Telephone Number)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Date: \_\_\_\_\_ Defendant

THIS CLAIM TO BE FILED WITH THE OFFICE OF  
THE SHERIFF OF CLEARFIELD COUNTY:

CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PA 16830  
(814) 765-2641, EXT. 5986

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME JOSEPH A. ROBISON NO. 07-596-CD

NOW, February 16, 2018, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Joseph A. Robison to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	37.83
LEVY	15.00
MILEAGE	40.74
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.92
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	30.00
DEED	
ADD'L POSTING	15.00
ADD'L MILEAGE	
ADD'L LEVY	15.00
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$313.49</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	272,405.67
INTEREST @ 44.7800	(32,816.351)
FROM 06/08/2007 TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	60.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>(\$32,543,885.63)</b>

**COSTS:**

ADVERTISING	291.94
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
ASSESSMENT FEE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	313.49
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	
MORTGAGE SEARCH	
MUNICIPAL LIEN	40.00
<b>TOTAL COSTS</b>	<b>\$889.43</b>

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

Wesley B. Thurston, Sheriff

**BELIN, KUBISTA & RYAN**  
ATTORNEYS AT LAW  
15 NORTH FRONT STREET

CARL A. BELIN, JR.  
KIMBERLY M. KUBISTA  
JOHN R. RYAN  
KIM C. KESNER

P.O. BOX 3  
CLEARFIELD, PENNSYLVANIA 16830

October 10, 2007

CARL A. BELIN  
1501-1992  
AREA CODE 814  
TELEPHONE 765-8872  
FAX (814) 765-9893

Office of the Sheriff  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

RE: **Quality Veneer Corporation, Inc. and Clearfield Face  
Veneer, Inc. vs. Joseph A. Robison  
No. 2007-596-C.D.**

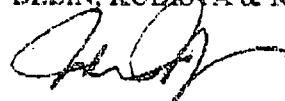
Dear Sir or Madam:

On behalf of the Plaintiff in the above-captioned matter, I would respectfully request that the Sheriff's Sale scheduled for November 7, 2007, be continued to January 4, 2008.

Thank you for your kind consideration. If anything further is needed from this office in order to obtain the continuance, please advise.

Very truly yours,

**BELIN, KUBISTA & RYAN**



John R. Ryan

JRR/kdm

cc: Jerry Bloom, Quality Veneer Corporation, Inc. and Clearfield Face Veneer, Inc.

**VIA FACSIMILE (814) 765-5915  
AND HAND DELIVERY**

## BELIN, KUBISTA &amp; RYAN LLP

ATTORNEYS AT LAW

15 NORTH FRONT STREET

CARLA A. BELIN, JR.  
KIMBERLY M. KUBISTA  
JOHN R. RYAN  
KIM C. KESNER

P.O. BOX 1  
CLEARFIELD, PENNSYLVANIA 16830

January 2, 2008

CARLA A. BELIN  
1901-1997  
AREA CODE 814  
TELEPHONE 765-8972  
FAX (814) 765-9893

Office of the Sheriff  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

RE: Quality Veneer Corporation, Inc. and Clearfield Face  
Veneer, Inc. vs. Joseph A. Robison  
No. 2007-596-C.D.

Dear Sir or Madam:

On behalf of the Plaintiff in the above-captioned matter, I would respectfully request that the Sheriff's Sale scheduled for January 4, 2008. Based on an agreement we have reached with the Defendant, we wish to continue the matter indefinitely.

Thank you for your kind consideration.

Very truly yours,

BELIN, KUBISTA & RYAN LLP



John R. Ryan

JRR/kdm

cc: Jeffrey Stover, Esquire  
Jerry Bloom, Quality Veneer Corporation, Inc. and Clearfield Face Veneer, Inc.

VIA FACSIMILE (814) 765-5915  
AND HAND DELIVERY

## BELIN, KUBISTA &amp; RYAN LLP

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P.O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

January 3, 2008

CARLA BELIN, JR.  
KIMBERLY M. KUBISTA  
JOHN R. RYAN  
KIM C. KESNERCARL A. BELIN  
1901-1997  
ARRA CODE 814  
TELEPHONE 768-8972  
FAX (814) 765-9890

Chester Hawkins, Sheriff  
Office of the Sheriff  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

RE: Quality Veneer Corporation, Inc. and Clearfield Face  
Veneer, Inc. vs. Joseph A. Robison  
No. 2007-596-C.D.

Dear Sheriff Hawkins:

This letter will confirm our telephone conference of January 3, 2008, at which time I advised that on behalf of the Plaintiff's in the above matter, we wish to stay the Sheriff's Sale, which had been scheduled for January 4, 2008, until April, 2008. Please accept this letter as authorization to make that announcement at the time scheduled for the Sale on January 4, 2008.

Very truly yours,

BELIN, KUBISTA & RYAN LLP



John R. Ryan

JRR/kdm

cc: Jeffrey Stover, Esquire  
Jerry Bloom, Quality Veneer Corporation, Inc. and Clearfield Face Vener, Inc.

VIA FACSIMILE (814) 765-5915  
AND HAND DELIVERY

## BELIN, KUBISTA &amp; RYAN LLP

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P.O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

January 4, 2008

CARL A. BELIN, JR.  
KIMBERLY M. KUBISTA  
JOHN R. RYAN  
KIM C. KESNER

CARL A. BELIN  
1901-1997  
AREA CODE 814  
TELEPHONE 765-8972  
FAX (814) 765-9893

Chester Hawkins, Sheriff  
Office of the Sheriff  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

RE: **Quality Veneer Corporation, Inc. and Clearfield Face  
Veneer, Inc. vs. Joseph A. Robison  
No. 2007-596-C.D.**

Dear Sheriff Hawkins:

This letter will confirm our telephone conference of January 4, 2008, with Cindy of your office at which time I advised that on behalf of the Plaintiffs in the above matter, we wish to stay the Sheriff's Sale, which had been scheduled for January 4, 2008, until February 1, 2008. Please accept this letter as authorization to make that announcement at the time scheduled for the Sale on January 4, 2008.

Very truly yours,

BELIN, KUBISTA & RYAN LLP



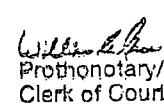
John R. Ryan

JRR/kdm

cc: Jeffrey Stover, Esquire  
Jerry Bloom, Quality Veneer Corporation, Inc. and Clearfield Face Veneer, Inc.

VIA FACSIMILE ONLY (814) 765-5915

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

QUALITY VENEER CORPORATION, : I hereby certify this to be a true  
INC. and CLEARFIELD FACE : and attested copy of the original  
VENEER, INC., : statement filed in this case.  
Plaintiffs : No. 2007 - 596 - C.D.  
vs. : JAN 11 2008  
JOSEPH A. ROBISON, : Attest,   
Defendant :   
William L. Ammerman  
Prothonotary/  
Clerk of Courts

ORDER

AND NOW, this 11 day of January, 2008, upon consideration of the foregoing Motion, it is the ORDER of this Court that the relief requested therein be and is hereby GRANTED.

The Sheriff's Sale scheduled in the above captioned matter for February 1, 2008, shall be postponed for an indefinite time. Should it become necessary to reschedule said Sale, Plaintiffs shall be relieved from complying with the notice requirements pursuant to the applicable Rules of Civil Procedure, except as may be necessary to provide Defendant or any other third party with an interest in the real property with actual notice of such sale.

BY THE COURT:

/S/ Fredric J Ammerman

Judge

**KUBISTA & RYAN LLP**

ATTORNEYS AT LAW  
202 SOUTH FRONT STREET  
P.O. Box 1  
CLEARFIELD, PA 16830

KIMBERLY M. KUBISTA  
JOHN R. RYAN

TELEPHONE (814) 765-8972  
FACSIMILE (814) 765-9893

Associate  
JOSEPH A. VALENZA

February 15, 2018

HAND DELIVER

Clearfield County Sheriff's Office  
Attention: Cindy

RE: Quality Veneer, Joe Robison

Dear Cindy:

This letter will serve to confirm that the above reference matter has been resolved and no further action is needed with respect to the execution. Thank you for your consideration.

Very truly yours,

KUBISTA & RYAN LLP



John R. Ryan

JRR/cld